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

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

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

4. CONSENT AGENDA
   a. Approval of the February 14, 2017, Town Council Meeting Minutes
   b. Approval of the Check Registers

5. REPORTS
   a. Mayor and Council
   b. Staff

6. ORDER OF BUSINESS:
   a. PRESENTATION: Larimer County Commissioner

      Presented by Matt Blakely, Contracted Town Planner

   c. RESOLUTION NO. 12, SERIES 2017, A Resolution of the Town Council of the Town of Timnath, Establishing Policy for an Adopt a Street Program
      Presented by April Getchius, Town Manager

   d. RESOLUTION NO. 13, SERIES 2017, A Resolution of the Town Council of the Town of Timnath Finding a Petition for Annexation of the Property Known as the Thornton Farms annexations 1-12 to be in Substantial Compliance with the Provisions of the act, Initiating Annexation Proceedings and Setting a Public Hearing
      Presented by Matt Blakely, Contracted Town Planner
e. **RESOLUTION NO. 14, SERIES 2017**, A Resolution Approving the Purchase of a 4” Irrigation Tap from North Weld County Water District (NWCWD) for the Wild Wing Park  
   Presented by Matt Blakely, Contracted Town Planner

f. **RESOLUTION NO. 15, SERIES 2017**, A Resolution Approving the Independent Contractor Agreement between the Town of Timnath and RTH, INC. d/b/a Connecting Point  
   Presented by April Getchius, Town Manager

g. **RESOLUTION NO. 16, SERIES 2017**, A Resolution Approving Professional Services Agreement with Coyote Ridge Construction, LLC for Repairing Storm Sewer Inlets  
   Presented by Don Taranto, Contracted Town Engineer

h. **RESOLUTION NO. 17, SERIES 2017**, A Resolution Approving the Timnath Reservoir Master Plan  
   Presented by Matt Blakely, Contracted Town Planner

i. **RESOLUTION NO. 18, SERIES 2017**, A Resolution Approving the Agreement with Coyote Ridge Construction for the Timnath Reservoir Phase One Grading and Seeding  
   Presented by Brian Williamson, Contracted Town Planner

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

7. **ADJOURNMENT**
1. CALL TO ORDER AND ROLL CALL:
   Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, February 14, 2017, at 6:08 p.m.

   Present:
   a. Mayor Jill Grossman-Belisle
   b. Mayor Pro Tem Bryan Voronin
   c. Councilmember Aaron Pearson

   Absent:
   d. Councilmember Bill Neal
   e. Councilmember Paul Steinway

   Also Present:
   a. April Getchius, Town Manager
   b. Milissa Peters, Town Clerk
   c. Robert Rogers, Contracted Town Attorney
   d. Don Taranto, Contracted Town Engineer
   e. Matt Blakely, Contracted Town Planner
   f. Brian Williamson, Contracted Town Planner
   g. Kevin Koelbel, Contracted Town Planner
   h. Phil Goldstein, Timnath Resident
   i. Jeff Mark, Landhus Company
   j. Mitch Black, Morris Design
   k. Jason Martin Dale

2. AMENDMENTS TO THE AGENDA:
   a. Item 6d was added and all subsequent items moved down.

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

4. CONSENT AGENDA:
   a. Approval of the January 24, 2017, Town Council Meeting Minutes
   b. Approval of the Check Register
c. Ratify RESOLUTION NO. 8, 2017, A Resolution Authorizing the Purchase of Real Property

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

5. REPORTS:
   a. Mayor/Council
      i. Regional Elected Official Dinner
      ii. Town Beautification Day
   b. Town Manager-Included in the packet

6. ORDER OF BUSINESS:
   a. SWEAR IN OFFICER JODIE CHRISTOPHER
      Chief Wagner swore in Officer Jodie Christopher and Council welcomed her to the Department.

   b. RESOLUTION NO. 9, SERIES 2017, A Resolution Approving the Patrol Vehicle Lease Between the Town and Ford Credit Municipal Finance
      Staff Comments:
      • Chief Wagner spoke to Council about the proposed resolution.
      Councilmember Pearson moved to approve RESOLUTION NO. 9, SERIES 2017, A Resolution Approving the Patrol Vehicle Lease Between the Town and Ford Credit Municipal Finance. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

      Mayor Grossman-Belisle, opened the public hearing at 6:14 p.m.

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

      Public Comments:
      • NONE

      Mayor Grossman-Belisle closed the public hearing at 6:14 p.m.

   d. ADDED - RESOLUTION NO. 12, SERIES 2017, A Resolution Making Certain Findings of Fact and Declaring Eligibility of the Proposed Annexation of a Parcel of Land to the Town of Timnath, Colorado, Known as the Fisher Annexation
Staff Comments:
- Mr. Blakely spoke to Council about the proposed resolution.
- Mr. Taranto spoke about the flood plain and completion of the LOMR.

Applicant Presentation:
- Mr. Mark spoke to Council about the development, estimated home prices, open space and donation of property to Poudre School District.
- Mr. Black spoke to Council about the concept plan, fitting with the Town Comprehensive Plan and proposed phasing.

**Councilmember Pearson moved to approve RESOLUTION NO. 12, SERIES 2017, A Resolution Making Certain Findings of Fact and Declaring Eligibility of the Proposed Annexation of a Parcel of Land to the Town of Timnath, Colorado, Known as the Fisher Annexation. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.**

e. **ORDINANCE NO. 7, SERIES 2017, PUBLIC HEARING,** An Ordinance Approving the Annexation for the Fisher Property to the Town of Timnath located west of CR-5 (Main St) and south of CR-42E.

Mayor Grossman-Belisle, opened the public hearing at 6:27 p.m.

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

Public Comments:
- Mr. Martin Dale asked about access from CR 42E and Mr. Mark spoke about estimated plans for the access.

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

**Councilmember Pearson moved to approve ORDINANCE NO. 7, SERIES 2017,** An Ordinance Approving the Annexation for the Fisher Property to the Town of Timnath located west of CR-5 (Main St) and south of CR-42E. **Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.**

f. **ORDINANCE NO. 8, SERIES 2017, PUBLIC HEARING,** An Ordinance Amending the Official Zoning Map of the Town of Timnath for the purpose of Zoning certain real property known as the Fisher Annexation.

Mayor Grossman-Belisle, opened the public hearing at 6:30 p.m.

Staff Comments:
- Mr. Blakely spoke to Council about the proposed ordinance.
Public Comments:
• NONE

Mayor Grossman-Belisle closed the public hearing at 6:30 p.m.

Councilmember Pearson moved to approve ORDINANCE NO. 8, SERIES 2017, An Ordinance Amending the Official Zoning Map of the Town of Timnath for the purpose of Zoning certain real property known as the Fisher Annexation. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

g. RESOLUTION NO. 10, SERIES 2017, A Resolution Approving the Purchase of a Portable Stage from Apex Stages
Staff Comments:
• Mr. Williamson spoke to Council about the proposed resolution
Councilmember Pearson moved to approve RESOLUTION NO. 10, SERIES 2017, A Resolution Approving the Purchase of a Portable Stage from Apex Stages. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

h. RESOLUTION NO. 11, SERIES 2017, A Resolution Approving the Purchase of a Public Works Vehicle
Staff Comments:
• Mr. Taranto spoke to Council about the proposed ordinance.
Councilmember Pearson moved to approve RESOLUTION NO. 11, SERIES 2017, A Resolution Approving the Purchase of a Public Works Vehicle. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

i. EXECUTIVE SESSION: “For the 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.”
Councilmember Pearson moved to enter into EXECUTIVE SESSION: “For the 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.” Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

Council went into executive session at 6:32 p.m.
The regular meeting reconvened at 6:36 p.m.

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 6:36 p.m.

TOWN OF TIMNATH

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Jill Grossman-Belisle, Mayor

ATTEST:

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Milissa Peters, CMC
Town Clerk
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| **Total 532537125:** | | | | | **27.06** |

| 533132447 | Xcel Energy | 533132447 | Jan 2017 5500 Summerfield Pkwy | 01/31/2017 | 592.02 |
| **Total 533132447:** | | | | | **592.02** |

| 533294953 | Xcel Energy | 533294953 | Jan 2017 4800 Goodman Street | 01/31/2017 | 1,163.00 |
| **Total 533294953:** | | | | | **1,163.00** |

| 533459146 | Xcel Energy | 533459146 | Jan 2017 Street Lights | 01/31/2017 | 3,965.95 |
| **Total 533459146:** | | | | | **3,965.95** |
| **Total Xcel Energy:** | | | | | **6,236.01** |

| **Grand Totals:** | | | | | **187,909.40** |

Dated: ______________________________________________________

Mayor: ______________________________________________________

City Council: ______________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________

City Recorder: _____________________________________________________
1. The first draft of the Town’s financial statements for the year ended December 31, 2016 is attached for Council’s review. Finance Team will be finalizing the year-end financial statements in the next few weeks.

2. Sales tax revenues in 2016 reflect an increase of approximately 8% in comparison to prior year (2015).

3. Significant unfavorable variances in revenues during 2016 (e.g., impact fees, building permit fees, infrastructure reimbursements, annexation fees, administrative fees, use tax-building materials and capital transfer from TDA) were due to delays in the projected timing of building activity and delays in completion of capital projects and the related draw down of TDA loan proceeds.

4. Significant favorable variances related to capital project expenditures through December 31, 2016 were also due to delays in completion of capital projects; capital projects and their related budgets that were originally contemplated to be done in 2016 have been re-appropriated in the Town’s 2017 budget.
No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

In addition, the annual budget information excludes required summaries of significant assumptions and accounting policies.
TOWN OF TIMNATH  
STATEMENT OF REVENUE, EXPENDITURES AND  
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

### SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TAXES</td>
<td>233,791</td>
<td>2,916,356</td>
<td>3,066,026</td>
<td>(149,670)</td>
<td>3,066,026</td>
</tr>
<tr>
<td>INTERGOVERNMENTAL</td>
<td>944,233</td>
<td>7,436,763</td>
<td>17,058,241</td>
<td>(9,621,479)</td>
<td>17,058,241</td>
</tr>
<tr>
<td>LICENSES, FEES &amp; CHARGES</td>
<td>255,547</td>
<td>2,370,783</td>
<td>3,593,696</td>
<td>(1,222,913)</td>
<td>3,593,696</td>
</tr>
<tr>
<td>OTHER</td>
<td>25,290</td>
<td>255,270</td>
<td>223,300</td>
<td>31,970</td>
<td>223,300</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>1,458,860</td>
<td>12,979,171</td>
<td>23,941,263</td>
<td>(10,962,092)</td>
<td>23,941,263</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**          |               |                     |                     |                        |                |
| GENERAL GOVERNMENT        | 152,519       | 2,254,687           | 2,263,566           | 8,879                  | 2,263,566      |
| MUNICIPAL COURT           | 2,530         | 17,848              | 33,400              | 15,560                 | 33,400         |
| COMMUNITY DEVELOPMENT     | 52,219        | 777,739             | 1,131,334           | 353,595                | 1,131,334      |
| PUBLIC SAFETY             | 58,791        | 785,504             | 994,419             | 208,915                | 994,419        |
| PUBLIC WORKS              | 60,776        | 1,263,240           | 1,586,861           | 323,621                | 1,586,861      |
| PARKS AND RECREATION      | 486,486       | 3,601,052           | 3,769,407           | 168,355                | 3,769,407      |
| CAPITAL OUTLAY            | 736,509       | 5,641,603           | 20,510,112          | 14,868,509             | 20,510,112     |
| **TOTAL EXPENDITURES**    | 1,549,830     | 14,341,664          | 30,289,099          | 15,947,435             | 30,289,099     |

| **EXCESS OF REVENUE OVER (UNDER) EXPENDITURES** |               |                     |                     |                        |                |
| (90,970) (1,362,493) (6,347,836) (4,985,343 (6,347,836) |

| **OTHER FINANCING SOURCES (USES)** |               |                     |                     |                        |                |
| TRANSFERS IN                | 0             | 74,330              | 0                   | 74,330                 | 0              |
| **TOTAL OTHER FINANCING SOURCES (USES)** | 0            | 74,330              | 0                   | 74,330                 | 0              |

| **EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES** |               |                     |                     |                        |                |
| (90,970) (1,288,163) (6,347,836) (5,059,673 (6,347,836) |

| **FUND BALANCE-BEGINNING** |               |                     |                     |                        |                |
| 0                         | 10,868,076    | 11,310,846          | (442,770)           | 11,310,846             |

| **FUND BALANCE-ENDING**    |               |                     |                     |                        |                |
| (90,970)                  | 9,579,913     | 4,963,010           | 4,616,903           | 4,963,010              |

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS. SUBSTANTIALLY ALL REQUIRED DISCLOSURES, THE GOVERNMENT-WIDE FINANCIAL STATEMENTS, AND THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS HAVE BEEN OMITTED. IN ADDITION, THE ANNUAL BUDGET INFORMATION EXCLUDES REQUIRED SUMMARIES OF SIGNIFICANT ASSUMPTIONS AND ACCOUNTING POLICIES.
## TOWN OF TIMNATH
### STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

### GENERAL FUND

#### REVENUE DETAIL

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TAXES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>0</td>
<td>73,288</td>
<td>73,426</td>
<td>(138)</td>
<td>73,426</td>
</tr>
<tr>
<td>Specific Ownership Tax</td>
<td>2,830</td>
<td>30,195</td>
<td>34,900</td>
<td>(4,705)</td>
<td>34,900</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>169,697</td>
<td>1,391,259</td>
<td>1,388,500</td>
<td>2,759</td>
<td>1,388,500</td>
</tr>
<tr>
<td>Motor Vehicle Sales Tax</td>
<td>32,195</td>
<td>388,386</td>
<td>324,300</td>
<td>64,086</td>
<td>324,300</td>
</tr>
<tr>
<td>Use Tax-Building Materials</td>
<td>29,068</td>
<td>1,033,228</td>
<td>1,244,900</td>
<td>(211,672)</td>
<td>1,244,900</td>
</tr>
<tr>
<td><strong>Total Taxes</strong></td>
<td>233,791</td>
<td>2,916,356</td>
<td>3,066,026</td>
<td>(149,670)</td>
<td>3,066,026</td>
</tr>
<tr>
<td><strong>Intergovernmental Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>10,086</td>
<td>131,761</td>
<td>107,900</td>
<td>23,861</td>
<td>107,900</td>
</tr>
<tr>
<td>Highway Users Tax (HUTF)</td>
<td>9,367</td>
<td>114,125</td>
<td>100,538</td>
<td>13,587</td>
<td>100,538</td>
</tr>
<tr>
<td>Conservation Trust Fund (Lottery)</td>
<td>5,297</td>
<td>22,043</td>
<td>15,200</td>
<td>6,843</td>
<td>15,200</td>
</tr>
<tr>
<td>Cigarette Tax</td>
<td>1,786</td>
<td>15,476</td>
<td>8,200</td>
<td>7,276</td>
<td>8,200</td>
</tr>
<tr>
<td>Severance Tax</td>
<td>0</td>
<td>5,955</td>
<td>12,448</td>
<td>(6,493)</td>
<td>12,448</td>
</tr>
<tr>
<td>County Road and Bridge Shareback</td>
<td>319</td>
<td>35,011</td>
<td>17,800</td>
<td>17,211</td>
<td>17,800</td>
</tr>
<tr>
<td>Motor Vehicle Registration Fees</td>
<td>826</td>
<td>10,474</td>
<td>11,200</td>
<td>(727)</td>
<td>11,200</td>
</tr>
<tr>
<td>Capital - Transfer from TDA</td>
<td>466,604</td>
<td>4,700,718</td>
<td>14,247,156</td>
<td>(9,546,438)</td>
<td>14,247,156</td>
</tr>
<tr>
<td>Intergovernmental -TDA</td>
<td>449,948</td>
<td>2,401,200</td>
<td>2,537,799</td>
<td>(136,599)</td>
<td>2,537,799</td>
</tr>
<tr>
<td><strong>Total Intergovernmental Revenue</strong></td>
<td>944,233</td>
<td>7,436,763</td>
<td>17,058,241</td>
<td>(9,621,479)</td>
<td>17,058,241</td>
</tr>
<tr>
<td><strong>Licenses, Fees and Charges</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax and Business License Fees</td>
<td>750</td>
<td>21,533</td>
<td>18,800</td>
<td>2,733</td>
<td>18,800</td>
</tr>
<tr>
<td>Liquor License Fees</td>
<td>0</td>
<td>225</td>
<td>225</td>
<td>0</td>
<td>225</td>
</tr>
<tr>
<td>Building Permit Fees</td>
<td>3,180</td>
<td>284,058</td>
<td>654,100</td>
<td>(370,042)</td>
<td>654,100</td>
</tr>
<tr>
<td>Annexation Fees</td>
<td>0</td>
<td>0</td>
<td>80,000</td>
<td>(80,000)</td>
<td>80,000</td>
</tr>
<tr>
<td>Community Development Fees</td>
<td>380</td>
<td>29,525</td>
<td>50,000</td>
<td>(20,475)</td>
<td>50,000</td>
</tr>
<tr>
<td>Administrative Fees</td>
<td>7,790</td>
<td>205,404</td>
<td>249,900</td>
<td>(44,496)</td>
<td>249,900</td>
</tr>
<tr>
<td>Impact Fees (and Cash in Lieu of Land - School)</td>
<td>230,871</td>
<td>1,487,877</td>
<td>1,847,000</td>
<td>(359,123)</td>
<td>1,847,000</td>
</tr>
<tr>
<td>Contract Reimbursements</td>
<td>0</td>
<td>22,000</td>
<td>227,671</td>
<td>(205,671)</td>
<td>227,671</td>
</tr>
<tr>
<td>Developer Charge Backs</td>
<td>11,451</td>
<td>308,462</td>
<td>454,000</td>
<td>(145,538)</td>
<td>454,000</td>
</tr>
<tr>
<td>Other Licenses, Fees and Charges</td>
<td>1,125</td>
<td>11,700</td>
<td>12,000</td>
<td>(300)</td>
<td>12,000</td>
</tr>
<tr>
<td><strong>Total Licenses, Fees and Charges</strong></td>
<td>255,547</td>
<td>2,370,783</td>
<td>3,593,696</td>
<td>(1,222,913)</td>
<td>3,593,696</td>
</tr>
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### Statement of Revenue, Expenditures and Changes in Fund Balance - Actual and Budget

**For the 12 Months Ending December 31, 2016**

#### General Fund

**Revenue Detail**

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date Actual</th>
<th>Year to Date Budget</th>
<th>Year to Date Variance</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>5,651</td>
<td>124,269</td>
<td>148,300</td>
<td>(24,031)</td>
<td>148,300</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>1,994</td>
<td>29,608</td>
<td>10,000</td>
<td>19,608</td>
<td>10,000</td>
</tr>
<tr>
<td>Net Investment Income</td>
<td>6,883</td>
<td>61,260</td>
<td>15,000</td>
<td>46,260</td>
<td>15,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>10,761</td>
<td>40,133</td>
<td>50,000</td>
<td>(9,867)</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total Other</strong></td>
<td>25,290</td>
<td>255,270</td>
<td>223,300</td>
<td>31,970</td>
<td>223,300</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>1,458,860</td>
<td>12,979,171</td>
<td>23,941,263</td>
<td>(10,962,092)</td>
<td>23,941,263</td>
</tr>
</tbody>
</table>
TOWN OF TIMNATH
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

GENERAL FUND

EXPENDITURE DETAIL

<table>
<thead>
<tr>
<th>EXPENDITURE DETAIL</th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN COUNCIL EXPENDITURES</td>
<td>621</td>
<td>4,648</td>
<td>8,000</td>
<td>3,352</td>
<td>8,000</td>
</tr>
<tr>
<td>TOWN ADMINISTRATION - SALARIES AND BENEFITS</td>
<td>38,155</td>
<td>445,421</td>
<td>459,166</td>
<td>13,745</td>
<td>459,166</td>
</tr>
<tr>
<td>TOWN CLERK - ELECTIONS</td>
<td>2,860</td>
<td>4,479</td>
<td>5,000</td>
<td>521</td>
<td>5,000</td>
</tr>
<tr>
<td>COUNTY TREASURER AND OTHER FEES</td>
<td>1,610</td>
<td>20,608</td>
<td>28,000</td>
<td>7,392</td>
<td>28,000</td>
</tr>
<tr>
<td>DUES AND MEMBERSHIPS</td>
<td>0</td>
<td>4,728</td>
<td>6,000</td>
<td>1,272</td>
<td>6,000</td>
</tr>
<tr>
<td>FINANCE - CONTRACTED</td>
<td>20,974</td>
<td>262,539</td>
<td>248,200</td>
<td>(14,339)</td>
<td>248,200</td>
</tr>
<tr>
<td>FINANCE - OUT OF SCOPE</td>
<td>794</td>
<td>34,131</td>
<td>30,000</td>
<td>(4,131)</td>
<td>30,000</td>
</tr>
<tr>
<td>HUMAN RESOURCES - CONTRACTED</td>
<td>36</td>
<td>5,118</td>
<td>15,000</td>
<td>9,882</td>
<td>15,000</td>
</tr>
<tr>
<td>INFORMATION TECHNOLOGY-CONTRACTED</td>
<td>8,885</td>
<td>94,642</td>
<td>85,000</td>
<td>(9,642)</td>
<td>85,000</td>
</tr>
<tr>
<td>INFORMATION TECHNOLOGY-HARDWARE &amp; SOFTWARE</td>
<td>2,066</td>
<td>56,489</td>
<td>50,000</td>
<td>(6,489)</td>
<td>50,000</td>
</tr>
<tr>
<td>LEGAL - CONTRACTED</td>
<td>16,420</td>
<td>328,710</td>
<td>360,500</td>
<td>31,790</td>
<td>360,500</td>
</tr>
<tr>
<td>LEGAL - OUT OF SCOPE</td>
<td>2,222</td>
<td>109,880</td>
<td>60,000</td>
<td>(49,880)</td>
<td>60,000</td>
</tr>
<tr>
<td>LEGAL - SPECIAL COUNSEL</td>
<td>23,816</td>
<td>195,861</td>
<td>50,000</td>
<td>(145,861)</td>
<td>50,000</td>
</tr>
<tr>
<td>AUDIT</td>
<td>0</td>
<td>17,627</td>
<td>18,500</td>
<td>873</td>
<td>18,500</td>
</tr>
<tr>
<td>CONSULTING</td>
<td>0</td>
<td>27,115</td>
<td>40,000</td>
<td>12,885</td>
<td>40,000</td>
</tr>
<tr>
<td>INSURANCE</td>
<td>276</td>
<td>88,114</td>
<td>75,000</td>
<td>(13,114)</td>
<td>75,000</td>
</tr>
<tr>
<td>GENERAL OFFICE AND ADMINISTRATION</td>
<td>4,683</td>
<td>100,390</td>
<td>105,000</td>
<td>4,610</td>
<td>105,000</td>
</tr>
<tr>
<td>TOWN EVENTS</td>
<td>24,290</td>
<td>366,860</td>
<td>315,200</td>
<td>(51,660)</td>
<td>315,200</td>
</tr>
<tr>
<td>COMMUNITY ENGAGEMENT</td>
<td>0</td>
<td>1,580</td>
<td>25,000</td>
<td>23,420</td>
<td>25,000</td>
</tr>
<tr>
<td>ECONOMIC DEVELOPMENT</td>
<td>1,970</td>
<td>71,987</td>
<td>240,000</td>
<td>168,013</td>
<td>240,000</td>
</tr>
<tr>
<td>OTHER</td>
<td>2,841</td>
<td>13,758</td>
<td>40,000</td>
<td>26,242</td>
<td>40,000</td>
</tr>
<tr>
<td>TOTAL GENERAL GOVERNMENT</td>
<td>152,519</td>
<td>2,254,687</td>
<td>2,263,566</td>
<td>8,879</td>
<td>2,263,566</td>
</tr>
</tbody>
</table>

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## Town of Timnath
### Statement of Revenue, Expenditures and Changes in Fund Balance - Actual and Budget
**For the 12 Months Ending December 31, 2016**

#### General Fund

#### Expenditure Detail

<table>
<thead>
<tr>
<th>Fund</th>
<th>Current Year to Date Actual</th>
<th>Year to Date Budget</th>
<th>Year to Date Variance</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Municipal Court</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Municipal Judge</strong></td>
<td>330</td>
<td>4,590</td>
<td>6,000</td>
<td>1,410</td>
</tr>
<tr>
<td><strong>Legal</strong></td>
<td>2,200</td>
<td>13,200</td>
<td>26,400</td>
<td>13,200</td>
</tr>
<tr>
<td><strong>Translator</strong></td>
<td>0</td>
<td>50</td>
<td>1,000</td>
<td>950</td>
</tr>
<tr>
<td><strong>Total Municipal Court</strong></td>
<td>2,530</td>
<td>17,840</td>
<td>33,400</td>
<td>15,560</td>
</tr>
<tr>
<td><strong>Community Development</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Salaries and Benefits</strong></td>
<td>5,251</td>
<td>59,897</td>
<td>56,784</td>
<td>(3,113)</td>
</tr>
<tr>
<td><strong>Planning Services - Contracted</strong></td>
<td>18,353</td>
<td>319,990</td>
<td>320,250</td>
<td>260</td>
</tr>
<tr>
<td><strong>Master Planning Studies</strong></td>
<td>9,221</td>
<td>40,271</td>
<td>150,000</td>
<td>109,729</td>
</tr>
<tr>
<td><strong>Consulting Services</strong></td>
<td>0</td>
<td>0</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td><strong>Building Permits - Contracted</strong></td>
<td>0</td>
<td>0</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Code Enforcement - Contracted</strong></td>
<td>1,240</td>
<td>15,814</td>
<td>20,000</td>
<td>4,186</td>
</tr>
<tr>
<td><strong>Development Review-Engineering</strong></td>
<td>6,593</td>
<td>109,552</td>
<td>141,800</td>
<td>32,248</td>
</tr>
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<td>145,700</td>
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<td>71,061</td>
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<td>969</td>
<td>13,363</td>
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<tr>
<td><strong>Other</strong></td>
<td>19</td>
<td>2,091</td>
<td>6,000</td>
<td>3,909</td>
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<tr>
<td><strong>Total Community Development</strong></td>
<td>52,219</td>
<td>777,739</td>
<td>1,131,334</td>
<td>353,595</td>
</tr>
<tr>
<td><strong>Public Safety</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Salaries and Benefits</strong></td>
<td>53,695</td>
<td>599,395</td>
<td>784,202</td>
<td>184,807</td>
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<td><strong>General Office and Administration</strong></td>
<td>1,385</td>
<td>11,505</td>
<td>9,244</td>
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<td>21,820</td>
<td>40,840</td>
<td>19,020</td>
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<td>65,745</td>
<td>67,215</td>
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<td><strong>Vehicles and Maintenance</strong></td>
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<td>65,901</td>
<td>74,168</td>
<td>8,267</td>
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<td>0</td>
<td>6,577</td>
<td>4,450</td>
<td>(2,127)</td>
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<td><strong>Other</strong></td>
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<td>14,562</td>
<td>14,300</td>
<td>(262)</td>
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<td><strong>Total Public Safety</strong></td>
<td>58,791</td>
<td>785,504</td>
<td>994,419</td>
<td>208,915</td>
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</table>

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TOWN OF TIMNATH  
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - ACTUAL AND BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016  
GENERAL FUND  
EXPENDITURE DETAIL

<table>
<thead>
<tr>
<th>EXPENDITURE DETAIL</th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
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<tbody>
<tr>
<td><strong>PUBLIC WORKS</strong></td>
<td></td>
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<td>211,014</td>
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<td>71,719</td>
<td>282,733</td>
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<td>183,690</td>
<td>170,000</td>
<td>(13,690)</td>
<td>170,000</td>
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<td>General Engineering - Contracted</td>
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<td>187,571</td>
<td>250,000</td>
<td>62,429</td>
<td>250,000</td>
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<td>1,700</td>
<td>42,367</td>
<td>50,000</td>
<td>7,633</td>
<td>50,000</td>
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<td>0</td>
<td>27,512</td>
<td>40,000</td>
<td>12,488</td>
<td>40,000</td>
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<td>15,800</td>
<td>20,000</td>
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<td>20,000</td>
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<td>20,000</td>
<td>9,781</td>
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<td>9,653</td>
<td>137,012</td>
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<td>189</td>
<td>3,109</td>
<td>10,000</td>
<td>6,891</td>
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<td>Equipment Rentals</td>
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<td>751</td>
<td>2,000</td>
<td>1,249</td>
<td>2,000</td>
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<td>Snow Plowing</td>
<td>0</td>
<td>20,443</td>
<td>20,000</td>
<td>443</td>
<td>20,000</td>
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<tr>
<td>Street Sweeping</td>
<td>770</td>
<td>2,780</td>
<td>7,000</td>
<td>4,220</td>
<td>7,000</td>
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<td>5,839</td>
<td>59,471</td>
<td>70,000</td>
<td>10,529</td>
<td>70,000</td>
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<td>5,591</td>
<td>20,000</td>
<td>14,409</td>
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<td>Drainage</td>
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<td>2,443</td>
<td>20,000</td>
<td>17,557</td>
<td>20,000</td>
</tr>
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<td>268,587</td>
<td>350,000</td>
<td>81,413</td>
<td>350,000</td>
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<td>Landscape Maintenance</td>
<td>40</td>
<td>4,127</td>
<td>15,000</td>
<td>10,873</td>
<td>15,000</td>
</tr>
<tr>
<td>Street Signs</td>
<td>654</td>
<td>9,230</td>
<td>7,000</td>
<td>2,230</td>
<td>7,000</td>
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<td>Street Striping</td>
<td>0</td>
<td>43,264</td>
<td>50,000</td>
<td>6,736</td>
<td>50,000</td>
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<td>Town Clean-Up Day</td>
<td>0</td>
<td>11,401</td>
<td>8,000</td>
<td>3,401</td>
<td>8,000</td>
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<tr>
<td>Tractor Lease</td>
<td>1,176</td>
<td>14,116</td>
<td>14,116</td>
<td>0</td>
<td>14,116</td>
</tr>
<tr>
<td>Other</td>
<td>257</td>
<td>14,837</td>
<td>24,000</td>
<td>9,163</td>
<td>24,000</td>
</tr>
<tr>
<td><strong>TOTAL PUBLIC WORKS</strong></td>
<td>60,776</td>
<td>1,263,240</td>
<td>1,586,861</td>
<td>323,621</td>
<td>1,586,861</td>
</tr>
</tbody>
</table>

| **PARKS AND RECREATION** |               |                      |                      |                        |                |
| Salaries and Benefits | 0             | 11,518               | 15,659               | 4,141                  | 15,659         |
| Park Maintenance | 1,153          | 43,793               | 30,000               | (13,793)               | 30,000         |
| Reservoir Lease | 9,332          | 111,851              | 113,748              | 1,897                  | 113,748        |
| General Park Development | 805         | 1,003                | 75,000               | 73,997                 | 75,000         |
| General Trail Improvements | 0             | 16,741               | 150,000              | 133,259                | 150,000        |
| Harmony Bridge Sculpture | 54,066       | 120,935              | 185,000              | 64,065                 | 185,000        |
| Poudre River Trailhead Park | 1,302         | 144,070              | 200,000              | 55,930                 | 200,000        |
| Poudre River Trail - Regional - County | 145       | 15,867               | 25,000               | 9,134                  | 25,000         |
| Timnath South Regional Park - Construction | 412,251     | 2,939,006            | 2,600,000            | (339,006)              | 2,600,000      |
| Timnath Reservoir Trail and Park | 7,433          | 146,201              | 250,000              | 103,799                | 250,000        |
| Wildwing Park | 145            | 50,068               | 125,000              | 74,932                 | 125,000        |
| **TOTAL PARKS AND RECREATION** | 486,486       | 3,601,052            | 3,769,407            | 168,355                | 3,769,407      |

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TOWN OF TIMNATH
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016
GENERAL FUND
EXPENDITURE DETAIL

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CAPITAL OUTLAY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ROADS AND UTILITIES</strong></td>
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<td></td>
</tr>
<tr>
<td>Bethke Warning Lights</td>
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<td>0</td>
<td>36,000</td>
<td>36,000</td>
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<td>Harmony Road Phase IIA Landscaping</td>
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<td>29,997</td>
<td>45,000</td>
<td>15,003</td>
<td>45,000</td>
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<tr>
<td>Harmony Road Phase III</td>
<td>133,166</td>
<td>1,153,113</td>
<td>6,000,000</td>
<td>4,846,887</td>
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<tr>
<td>Parkway Improvements</td>
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<td>0</td>
<td>2,500,000</td>
<td>2,500,000</td>
<td>2,500,000</td>
</tr>
<tr>
<td>Riverbend Infrastructure</td>
<td>849</td>
<td>132,482</td>
<td>500,000</td>
<td>387,518</td>
<td>500,000</td>
</tr>
<tr>
<td>Riverbend Fire Station Emergency Signal</td>
<td>171,960</td>
<td>183,232</td>
<td>200,000</td>
<td>16,768</td>
<td>200,000</td>
</tr>
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<td>Fowell/Riverbend Road Extension</td>
<td>0</td>
<td>0</td>
<td>95,000</td>
<td>95,000</td>
<td>95,000</td>
</tr>
<tr>
<td>Summerfield Parkway Ditch Crossing</td>
<td>255,949</td>
<td>871,812</td>
<td>900,000</td>
<td>28,188</td>
<td>900,000</td>
</tr>
<tr>
<td>Old Town Improvements - Phase II (South)</td>
<td>8,524</td>
<td>12,584</td>
<td>0</td>
<td>(12,584)</td>
<td>0</td>
</tr>
<tr>
<td>Old Town Improvements - Phase II (North)</td>
<td>84,967</td>
<td>1,159,196</td>
<td>1,130,000</td>
<td>(29,196)</td>
<td>1,130,000</td>
</tr>
<tr>
<td>Old Town Sewer Connections and Tap Fees - PH I</td>
<td>0</td>
<td>236,375</td>
<td>429,000</td>
<td>192,625</td>
<td>429,000</td>
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<tr>
<td><strong>BUILDINGS AND EQUIPMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Town Hall</td>
<td>10,207</td>
<td>39,279</td>
<td>0</td>
<td>(39,279)</td>
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<tr>
<td>Emergency Preparedness</td>
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<td>14,520</td>
<td>15,000</td>
<td>480</td>
<td>15,000</td>
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<td>200,000</td>
<td>72,838</td>
<td>200,000</td>
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<td>11,305</td>
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<td>3,695</td>
<td>15,000</td>
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<td>0</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
</tr>
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<td><strong>STORMWATER</strong></td>
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<td></td>
</tr>
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<td>Boxelder - Fort Collins IGA</td>
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<td>1,557,383</td>
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<td>192,618</td>
<td>1,760,000</td>
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<td>Community Revitalization/Visioning Projects</td>
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<td>0</td>
<td>6,500,000</td>
<td>6,500,000</td>
<td>6,500,000</td>
</tr>
<tr>
<td><strong>OTHER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signage and Monumentation</td>
<td>12,667</td>
<td>43,051</td>
<td>120,000</td>
<td>76,949</td>
<td>120,000</td>
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<td>DOLA Loan</td>
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<td></td>
</tr>
<tr>
<td>DOLA Loan</td>
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<td>70,112</td>
<td>0</td>
<td>70,112</td>
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<td><strong>TOTAL CAPITAL OUTLAY</strong></td>
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<td>5,641,603</td>
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<td>14,868,509</td>
<td>20,510,112</td>
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<td>15,947,435</td>
<td>30,289,099</td>
</tr>
</tbody>
</table>

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TOWN OF TIMNATH
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016

SPECIAL REVENUE FUND - GRANTS

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td><strong>STATE GRANTS</strong></td>
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<td>71,974</td>
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<td><strong>OTHER GRANTS</strong></td>
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<td></td>
</tr>
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<td><strong>FEDERAL GRANTS</strong></td>
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<td>75,187</td>
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<tr>
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</tr>
<tr>
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<td>0</td>
<td>0</td>
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<td>75,187</td>
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<td></td>
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<td>(74,330)</td>
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<td>0</td>
<td>(74,330)</td>
<td>0</td>
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<td><strong>EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</strong></td>
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<td>0</td>
<td>2,500</td>
<td>0</td>
</tr>
</tbody>
</table>

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TIMNATH DEVELOPMENT AUTHORITY (TDA)
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES - ACTUAL AND BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2016
DEBT SERVICE FUND

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TIF - SALES TAXES</td>
<td>449,948</td>
<td>4,294,672</td>
<td>4,343,500</td>
<td>(48,828)</td>
<td>4,343,500</td>
</tr>
<tr>
<td>INTERGOVERNMENTAL REVENUE</td>
<td>0</td>
<td>100,000</td>
<td>0</td>
<td>100,000</td>
<td>0</td>
</tr>
<tr>
<td>NET INVESTMENT INCOME</td>
<td>1,062</td>
<td>20,155</td>
<td>5,000</td>
<td>15,155</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>451,010</td>
<td>8,763,036</td>
<td>8,487,299</td>
<td>275,737</td>
<td>8,487,299</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**     |               |                     |                     |                        |               |
| LOAN INTEREST        | 1,128,500     | 2,257,000           | 2,257,000           | 0                      | 2,257,000     |
| LOAN PRINCIPAL       | 1,800,000     | 1,800,000           | 1,800,000           | 0                      | 1,800,000     |
| MISCELLANEOUS        | 132           | 82,608              | 1,500               | (81,108)               | 1,500         |
| CAPITAL OUTLAY       |               |                     |                     |                        |               |
| ROAD, UTILITIES, OTHER (TRANSFER TO TOWN) | 466,604 | 4,700,718           | 14,247,156          | 9,546,438              | 14,247,156    |
| HARMONY ROAD PH III  | 212,879       | 1,207,176           | 0                   | 1,207,176              | 0             |
| BOXELDER - BBRSA IGA | 3,910         | 1,011,794           | 500,000             | (511,794)              | 500,000       |
| DEVELOPER SHAREBACK INCENTIVE | 368,786 | 1,368,816           | 1,391,000           | 22,184                 | 1,391,000     |
| TRANSFER TO TOWN - GENERAL | 449,948 | 2,401,200           | 2,537,799           | 136,599                | 2,537,799     |
| **TOTAL EXPENDITURES** | 4,430,758    | 14,829,313          | 22,734,455          | 7,905,142              | 22,734,455    |

| **EXCESS OF REVENUE OVER (UNDER) EXPENDITURES** | (3,979,748) | (6,066,277) | (14,247,156) | 8,180,879 | (14,247,156) |

| **OTHER FINANCING SOURCES (USES)** |               |                     |                     |                        |               |
| **TOTAL OTHER FINANCING SOURCES (USES)** | 0             | 0                    | 0                   | 0                      | 0             |

| **EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES** | (3,979,748) | (6,066,277) | (14,247,156) | 8,180,879 | (14,247,156) |
| **FUND BALANCE-BEGINNING** | 0             | 16,677,090         | 16,247,156         | 429,934                | 16,247,156    |
| **FUND BALANCE-ENDING**    | (3,979,748)   | 10,610,813          | 2,000,000           | 8,610,813              | 2,000,000     |

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS. SUBSTANTIALLY ALL REQUIRED DISCLOSURES, THE GOVERNMENT-WIDE FINANCIAL STATEMENTS, AND THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS HAVE BEEN OMITTED. IN ADDITION, THE ANNUAL BUDGET INFORMATION EXCLUDES REQUIRED SUMMARIES OF SIGNIFICANT ASSUMPTIONS AND ACCOUNTING POLICIES.
<table>
<thead>
<tr>
<th>Account Description</th>
<th>January 31, 2017</th>
<th>February 22, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>BBVA Compass - Checking</td>
<td>Balance</td>
<td>2,626,047.89</td>
</tr>
<tr>
<td></td>
<td>February electronic payments</td>
<td>(47,387.06)</td>
</tr>
<tr>
<td></td>
<td>Deposits through 2/22/2017</td>
<td>297,319.60</td>
</tr>
<tr>
<td></td>
<td>Checks and vendor ACHs through 2/22/2017</td>
<td>(1,083,874.99)</td>
</tr>
<tr>
<td></td>
<td>Anticipated cash available as of 2/22/2017</td>
<td>1,792,105.44</td>
</tr>
<tr>
<td>ColoTrust Plus</td>
<td>Balance</td>
<td>9,324,672.26</td>
</tr>
<tr>
<td></td>
<td>Deposits through 2/22/2017</td>
<td>220,254.34</td>
</tr>
<tr>
<td></td>
<td>TIF transfers</td>
<td>(45,472.00)</td>
</tr>
<tr>
<td></td>
<td>Anticipated cash available as of 2/22/2017</td>
<td>9,499,454.60</td>
</tr>
<tr>
<td>Compass Bank - Revenue Account</td>
<td>Balance</td>
<td>220,562.89</td>
</tr>
<tr>
<td></td>
<td>TIF Transfer</td>
<td>174,782.34</td>
</tr>
<tr>
<td></td>
<td>Anticipated cash available as of 2/22/2017</td>
<td>395,345.23</td>
</tr>
<tr>
<td>Compass Bank - Reserve Account</td>
<td>Balance</td>
<td>2,000,450.56</td>
</tr>
<tr>
<td></td>
<td>Anticipated cash available as of 2/22/2017</td>
<td>2,000,450.56</td>
</tr>
<tr>
<td>Compass Bank - 2015 Project Fund</td>
<td>Balance</td>
<td>8,598,594.01</td>
</tr>
<tr>
<td></td>
<td>Anticipated cash available as of 2/22/2017</td>
<td>8,598,594.01</td>
</tr>
<tr>
<td>Total cash and investments as of February 22, 2017</td>
<td>$ 22,285,949.84</td>
<td></td>
</tr>
</tbody>
</table>
Cash and investments restricted and designated for:

<table>
<thead>
<tr>
<th>Restricted</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conservation trust fund</td>
<td>71,255.02</td>
<td>Funds can be used for acquisition, development &amp; maintenance for parks and recreation</td>
</tr>
<tr>
<td>Impact Fee - Police</td>
<td>175,761.06</td>
<td>Capital only related to Public Safety</td>
</tr>
<tr>
<td>Impact Fee - Parks</td>
<td>186,955.75</td>
<td>Capital only related to Parks</td>
</tr>
<tr>
<td>Cash in Lieu of Land - Schools</td>
<td>925,935.41</td>
<td>Capital only related to Schools</td>
</tr>
<tr>
<td>Cash in Lieu of Land - Parks</td>
<td>272,789.51</td>
<td>Capital only related to Parks</td>
</tr>
<tr>
<td>Impact Fee - Public Buildings</td>
<td>160,122.28</td>
<td>Capital only related to Public Buildings</td>
</tr>
<tr>
<td>Impact Fee - Stormwater</td>
<td>98,081.47</td>
<td>Capital only related to Stormwater</td>
</tr>
<tr>
<td>Impact Fee - Transportation</td>
<td>362,547.25</td>
<td>Capital only related to Transportation</td>
</tr>
<tr>
<td>TDA - Capital Project Fund</td>
<td>8,598,594.01</td>
<td>Available to draw from Compass Bank for TDA's Capital Projects</td>
</tr>
<tr>
<td>TDA - Debt Service</td>
<td>2,395,795.79</td>
<td>Restricted revenues pledged to debt and reserve account</td>
</tr>
</tbody>
</table>

Total restricted and designated cash and investments as of February 22, 2017: 13,247,837.55

Unrestricted Fund Balance as of February 22, 2017: $ 9,038,112.29
No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

In addition, the annual budget information excludes required summaries of significant assumptions and accounting policies.
No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted. In addition, the annual budget information excludes required summaries of significant assumptions and accounting policies.
No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted. In addition, the annual budget information excludes required summaries of significant assumptions and accounting policies.
<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2016</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$370,265</td>
<td>$399,763</td>
<td>7.97%</td>
</tr>
<tr>
<td>February</td>
<td>$352,912</td>
<td>$386,832</td>
<td>9.61%</td>
</tr>
<tr>
<td>March</td>
<td>$382,820</td>
<td>$417,456</td>
<td>9.05%</td>
</tr>
<tr>
<td>April</td>
<td>$375,279</td>
<td>$389,166</td>
<td>3.70%</td>
</tr>
<tr>
<td>May</td>
<td>$411,226</td>
<td>$444,546</td>
<td>8.10%</td>
</tr>
<tr>
<td>June</td>
<td>$429,559</td>
<td>$468,090</td>
<td>8.97%</td>
</tr>
<tr>
<td>July</td>
<td>$440,007</td>
<td>$675,587</td>
<td>53.54%</td>
</tr>
<tr>
<td>August</td>
<td>$655,898</td>
<td>$481,148</td>
<td>-26.64%</td>
</tr>
<tr>
<td>September</td>
<td>$416,403</td>
<td>$466,889</td>
<td>12.12%</td>
</tr>
<tr>
<td>October</td>
<td>$423,827</td>
<td>$460,708</td>
<td>8.70%</td>
</tr>
<tr>
<td>November</td>
<td>$459,839</td>
<td>$469,559</td>
<td>2.11%</td>
</tr>
<tr>
<td>December</td>
<td>$544,767</td>
<td>$619,645</td>
<td>13.75%</td>
</tr>
<tr>
<td>Total</td>
<td>$5,262,802</td>
<td>$5,679,389</td>
<td>7.92%</td>
</tr>
</tbody>
</table>

**Sales Tax Comparison**

December 31, 2016

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

In addition, the annual budget information excludes required summaries of significant assumptions and accounting policies.
Single Family Residential Building Permits
December 31, 2016

<table>
<thead>
<tr>
<th>Month</th>
<th>2015</th>
<th>2016</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>9</td>
<td>16</td>
<td>77.78%</td>
</tr>
<tr>
<td>February</td>
<td>16</td>
<td>9</td>
<td>-43.75%</td>
</tr>
<tr>
<td>March</td>
<td>18</td>
<td>12</td>
<td>-33.33%</td>
</tr>
<tr>
<td>April</td>
<td>9</td>
<td>13</td>
<td>44.44%</td>
</tr>
<tr>
<td>May</td>
<td>27</td>
<td>16</td>
<td>-40.74%</td>
</tr>
<tr>
<td>June</td>
<td>23</td>
<td>8</td>
<td>-65.22%</td>
</tr>
<tr>
<td>July</td>
<td>27</td>
<td>14</td>
<td>-48.15%</td>
</tr>
<tr>
<td>August</td>
<td>14</td>
<td>8</td>
<td>-42.86%</td>
</tr>
<tr>
<td>September</td>
<td>19</td>
<td>11</td>
<td>-42.11%</td>
</tr>
<tr>
<td>October</td>
<td>15</td>
<td>11</td>
<td>-26.67%</td>
</tr>
<tr>
<td>November</td>
<td>1</td>
<td>40</td>
<td>3900.00%</td>
</tr>
<tr>
<td>December</td>
<td>7</td>
<td>4</td>
<td>-42.86%</td>
</tr>
<tr>
<td>Total</td>
<td>185</td>
<td>162</td>
<td>-12.43%</td>
</tr>
</tbody>
</table>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.
In addition, the annual budget information excludes required summaries of significant assumptions and accounting policies.
<table>
<thead>
<tr>
<th>Revenue</th>
<th>YTD</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
</tr>
<tr>
<td>Taxes</td>
<td>$2,916,356</td>
<td>$3,066,026</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>7,436,763</td>
<td>17,058,241</td>
</tr>
<tr>
<td>Licenses, Fees and Charges</td>
<td>2,370,783</td>
<td>3,593,696</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>124,269</td>
<td>148,300</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>29,608</td>
<td>10,000</td>
</tr>
<tr>
<td>Interest Income</td>
<td>61,260</td>
<td>15,000</td>
</tr>
<tr>
<td>Other Income</td>
<td>40,133</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$12,979,171</strong></td>
<td><strong>$23,941,263</strong></td>
</tr>
</tbody>
</table>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

In addition, the annual budget information excludes required summaries of significant assumptions and accounting policies.
No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted. In addition, the annual budget information excludes required summaries of significant assumptions and accounting policies.
TOWN COUNCIL COMMUNICATION

Meeting Date: February 28, 2017
Presented by: Don Taranto

Item: Engineering & Public Works Report

Ordinance □ Resolution □ For Information X

KEY POINTS/SUPPORTING INFORMATION:

1. **Harmony Road Phase 3**
   a. Harmony Road has been shifted onto the first phase of the new box culverts. Excavation for the south portion of the box has been completed.
   b. Traffic signal installation complete.
   c. REA undergrounding of main line complete. Working on connecting customers to new underground system before removing remaining overhead.
   d. Still waiting on a crossing agreement from the railroad. Finally received a response to calls on 2/14, claiming they would have it finished by the end of the month. The delay in the agreement on their part will delay the completion of the project as materials will take approximately 120 days from agreement approval to arrive. Connell will continue to move forward to complete everything they can while waiting for the railroad crossing to be completed.

2. **Summerfield Parkway RR Crossing**
   a. Remainder of landscaping & paving on hold until spring.

3. **Old Town Phase 2-North**
   a. Due to the warm weather, some additional work on concrete & fencing has been completed. Remaining cleanup to be finished this spring.

4. **Signal Tree Traffic Signal / Emergency Signal**

5. **Development Construction Activities**
   a. Wild Wing Filing 3A – Construction underway.
   b. Timnath Ranch 1st Filing, Phase 2 – Complete, pending Initial Acceptance.
   c. Timnath Ranch 1st Filing, Phase 3 – Utility construction underway
   d. Timnath Ranch 1st Community Center – Construction underway

6. **Commercial Construction Activities**
   a. None at this time.
1. **Issued Building Permits:**
   - 2015 Single-Family Residential Total = 185
   - 2016 Single-Family Residential Total = 161 (Budget 171)

   2017 Single-Family Residential January = 9 (Budget 23)
   **2017 Single-Family Residential February = 23 (Budget 23)**
   2017 Single-Family Residential ready to be issued = 11
   2017 Single-Family Residential under review = 12
   **2017 Single-Family Residential YTD (1/1/17 to 2/22/17) = 32**
   2017 Budget through February = 46

2. **Current Development Actions:**
   a. **Fisher Annexation:** This is an annexation application for a 236 acre parcel located west of CR 5 and north of CR 40. A Planning Commission Public Hearing was held on 1/17/2017 and the Fisher Annexation was recommended for approval to Town Council unanimously by a 5-0 vote. On 2/14/2017 the Town Council held a Public Hearing and the Annexation was approved unanimously by 4-0 vote.
   
   b. **Fisher Rezoning:** This is a rezoning application for the 236 acres of the Fisher Annexation located west of CR 5 and north of CR 40. The application is to change the zoning from FA-1 (Agriculture in Unincorporated Larimer County) to R-2 (Single-Family Residential) and RMU (Residential Mixed Use). On 2/14/2017 the Town Council held a Public Hearing and the Rezoning was approved unanimously by 4-0 vote.
   
   c. **Thornton Farms Annexation:** This is an annexation application for an annexation along CR-1 (Latham Parkway) for 347 acres of ROW and Parcels in Weld County along WCR-80 and Highway 14 (Mulberry). Staff has received the Annexation Petition and has scheduled the Town Council hearing for Substantial Compliance on 2/28/17 to initiate the annexation process.
   
   d. **Timnath Ranch 7th Filing Preliminary Plat:** This is a Preliminary Plat Application for the 7th Filing of the Timnath Ranch Subdivision located north of Wheatfield Drive and east of School House Drive. There are approximately 78 attached lots that will range from 1,800 square feet to 3,100 square feet. Staff is waiting on a resubmittal.
   
   e. **Trails at Riverbend Minor Subdivision:** This is a Minor Subdivision Plat Application to subdivide Tract 1 of the Riverbend Subdivision into easements and building envelopes for a multi-family site plan to come under the Site Plan application process. Staff is currently waiting on a resubmittal.
   
   f. **Riverbend Site Plan:** This is a site plan application for 176 multi-family dwelling units in Tract 1 of the Riverbend Subdivision. The site plan includes with a clubhouse, 11 multi-family...
buildings, pool, landscaping, and 300 parking spaces including garage parking. Staff is currently waiting on a resubmittal.

g. **Riverbend Admin Plat:** Administrative Plat to adjust lot lines within the Riverbend Subdivision. No additional lots, easements, or ROW’s are being created or adjusted. Staff is currently awaiting a submittal.

h. **Wildwing Subdivision 3rd Filing Replat:** This is a replat application of the 3rd filing of the Wildwing Subdivision to reconfigure the existing 78 lots into 77 lots to avoid impacts on the adjacent wetlands. This replat is currently under review.

3. **Projects:**

a. **Timnath Community Park:** There are final punch list items and clean up items to be completed before acceptance by the Town. Staff is finalizing a pavilion rental policy and will bring to council for adoption.

b. **Gateway (4580 Weitzel) Park:** Landscape and irrigation improvements were completed in mid July. The addition of two climbing boulders, benches, bike rack, and bike repair station have been completed. Removal of dead and undesirable trees and other hazards have been completed along the river bank. Staff is working on scheduling a grand opening of the Trail/Park area. This grand opening will be coordinated with GOCO, Larimer County, and the State.

c. **Timnath Reservoir:** The Master Planning work of the Reservoir is currently on going. Staff has updated the master plan from the second survey results. A Planning Commission Public Hearing was held on 2/21/2017 and the Timnath Reservoir Master Plan was recommended for approval to Town Council unanimously by a 5-0 vote.

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

TO: Timnath Town Council

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

RE: Timnath Single-Family Building Permits – YTD 1/22/17

DATE: February 28, 2017

<table>
<thead>
<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2015 for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>9</td>
<td>15</td>
<td>18</td>
<td>9</td>
<td>27</td>
<td>23</td>
<td>26</td>
<td>14</td>
<td>19</td>
<td>15</td>
<td>1</td>
<td>7</td>
<td>183</td>
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Commercial-3

<table>
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<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2016 for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>15</td>
<td>9</td>
<td>12</td>
<td>13</td>
<td>16</td>
<td>8</td>
<td>14</td>
<td>8</td>
<td>11</td>
<td>11</td>
<td>40</td>
<td>4</td>
<td>161</td>
</tr>
</tbody>
</table>

Commercial-7

<table>
<thead>
<tr>
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<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2017 for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>9</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32</td>
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</tbody>
</table>

Commercial-

<table>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brunner Fram</td>
<td>0</td>
<td>27</td>
<td>31</td>
<td>8</td>
<td>$</td>
<td>356,782.35</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fairview Village</td>
<td>1</td>
<td>1</td>
<td>8</td>
<td>7</td>
<td>7</td>
<td>$</td>
<td>231,185.47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harmony (1st and 2nd)</td>
<td>13</td>
<td>17</td>
<td>12</td>
<td>23</td>
<td>13</td>
<td>8</td>
<td>6</td>
<td>$</td>
<td>522,737.95</td>
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<tr>
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Foundation Only Permit  3  1  1
Modular Home            1
Commercial              2  8  3  7
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<th>Case</th>
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<th>Status</th>
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<th>Due Date</th>
<th>Date Closed</th>
<th>Days Open</th>
<th>Address Num</th>
<th>Street</th>
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<td>Timnath</td>
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<td>1</td>
<td>3873</td>
<td>CASHEN LN</td>
<td>Definition; Outdoor storage</td>
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Total 6 Violations
<table>
<thead>
<tr>
<th>Meeting Date: 2/28/2017</th>
<th>Item: January 2017 Law Enforcement Update</th>
<th>For Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Present by: Sherri Wagner</td>
<td>Presented by: Sherri Wagner</td>
<td></td>
</tr>
</tbody>
</table>

1) All officers are actively involved in training and assisting Officer Christopher in getting her “boots on the ground” in Timnath. Officer is adjusting to the change in the amount and types of cases and learning to handle cases from start to finish. She is a great addition to our current team of officers and fits in well with the group.

2) Officer Tope has been assigned to update the TPD Facebook site. He is also contacting Nextdoor so he can use the website to provide citizens with information concerning security and safety issues. Officer Tope is currently organizing a Timnath Safety Fair to introduce residents and their families to organizations that provide support to our residents, businesses, and neighborhoods.

3) Officer Tope is researching and developing a police recognition program for citizens who have performed a selfless or life-saving act. We will try and presents several awards at a March council meeting.

4) Technician Erbes has worked non-stop to set-up the medical procedures, training and tracking of the Narcan spray and injectable medication that will protect officers from accidental Fentanyl contact. The Narcan is an opiate blocker and can be administered to subjects that have overdosed on opiates.

5) Currently, a sergeant’s promotional process is being developed that will consist of a several facets to include a written research paper, interview, oral resume presentation and a press release exercise. Promotional process completed in February and Officer Wynkoop promoted.

6) The police technician worked on disposal of evidence that is not needed for cases and released by the District Attorney or municipal court. She worked on meeting state requirements to obtain Narcan, an antidote for an opiate overdose or exposure to Fentanyl. Fentanyl is extremely potent and we need to have the antidote available for any possible exposure to Fentanyl. Our procedures in the field and handling of evidence have changed based upon the introduction of Fentanyl to Northern Colorado.

7) Officers are working up the background on a candidate to backfill the officer positions after the promotion to sergeant.
8) Officer Anderson spent a shift working with Larimer County Sheriff’s Office on an interdiction project. The project focused on sites throughout Larimer County and our Walmart was a target location as well. There were numerous vehicle stops and arrests for various offenses during the interdiction.

9) Officer Anderson and Chief Wagner attended the grand opening of Fire Station #8. The turnout of citizens was amazing and the program and traditions were excellent. The TPD is looking forward to the grand opening of the police department!!

10) Our department received our compliance letter from Colorado Police Officers Standards and Training (POST). We are required by state statute to meet training requirements that maintain the certification of all our officers. Classes are focused on numerous facets and include firearms, driving, arrest control, community policing, de-escalation, and anti-bias training.

11) No major change in incident types. Officers continue to spend time in and around the schools and neighborhoods. We had three car trespasses in Summerfields. Windsor and Severance had numerous car trespasses as well. Suspects used a stolen credit card at Timnath and pictures of the suspects and suspect vehicle were posted and distributed through northern Colorado.
### Law Enforcement Incidents

**Timnath Police Dept**

<table>
<thead>
<tr>
<th>Call Type</th>
<th>Jan-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm</td>
<td>4</td>
</tr>
<tr>
<td>Animal</td>
<td>4</td>
</tr>
<tr>
<td>Assist Other</td>
<td>5</td>
</tr>
<tr>
<td>Civil</td>
<td>3</td>
</tr>
<tr>
<td>Directed Patrol/School/Extra</td>
<td>79</td>
</tr>
<tr>
<td>Family Problem/child</td>
<td>2</td>
</tr>
<tr>
<td>Firework</td>
<td>1</td>
</tr>
<tr>
<td>Follow-up</td>
<td>12</td>
</tr>
<tr>
<td>Fraud</td>
<td>2</td>
</tr>
<tr>
<td>Harassment</td>
<td>1</td>
</tr>
<tr>
<td>Juvenile</td>
<td>1</td>
</tr>
<tr>
<td>Private Tow</td>
<td>1</td>
</tr>
<tr>
<td>Subject Stop</td>
<td>3</td>
</tr>
<tr>
<td>Suicide Threat</td>
<td>1</td>
</tr>
<tr>
<td>Suspicious Circumstance</td>
<td>14</td>
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<tr>
<td>Theft</td>
<td>15</td>
</tr>
<tr>
<td>Traffic</td>
<td>38</td>
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<tr>
<td>Unattended Death</td>
<td>1</td>
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<tr>
<td>Vehicle Accident/non-inj</td>
<td>4</td>
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<tr>
<td>VIN check</td>
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<tr>
<td>Warrant</td>
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<tr>
<td>Welfare Check</td>
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**Total Incidents** 197  
**Total cases** 24

**LCSO Response & Call Type**

<table>
<thead>
<tr>
<th>Call Type</th>
<th>Jan-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm</td>
<td>1</td>
</tr>
<tr>
<td>Assist Other</td>
<td>3</td>
</tr>
<tr>
<td>Civil</td>
<td>2</td>
</tr>
<tr>
<td>Directed, Extra Patrol/School</td>
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</tr>
<tr>
<td>Follow up</td>
<td>2</td>
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<tr>
<td>Motor Vehicle Accident</td>
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</tr>
<tr>
<td>Private Tow</td>
<td>1</td>
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<tr>
<td>Suspicious Circumstance</td>
<td>3</td>
</tr>
<tr>
<td>Traffic</td>
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<tr>
<td>Warrant</td>
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<tr>
<td>Welfare check</td>
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</table>

**Total Incidents** 71  
**Total Cases** 2
To: Town Council and Community

From: April D. Getchius, AICP
Town Manager

Date: February 24, 2017

Subject: Town Manager’s Report

New Town Administration Building. The Council will have a work session at 5 pm on March 14 to discuss the new Town Administration Building schematic design. We will provide a light dinner.

I-25/Prospect IGA. Staff participated in a partnership meeting that Fort Collins, Timnath, and property owners who are participating in the interchange improvements. Although all parties are committed to participating in the costs of improvements, details and percentages of costs have yet to be determined. Financing alternatives are being considered by Fort Collins for the cost of improvements. The base construction of the intersection is $24 million plus a $6.5 million “enhancement” above the standard CDOT interchange design. CDOT is funding $12 million and the remaining $18.5 million ($12 million of the base construction plus $6.5 million of enhancements) would have to be born by local partners. Additional information will be forthcoming as these meetings move forward. Staff is working in parallel with other Fort Collins staff to discuss revenue sharing opportunities at this interchange. This meeting is scheduled in March and I will keep Council informed of the progress.

Larimer County Northern Colorado Dinner. Larimer County Commissioners are hosting a dinner for northern Larimer County (Fort Collins, Windsor, Wellington and Timnath) elected officials on March 29, 2017. It is scheduled for 5:30 p.m. at the Lincoln Center in Fort Collins. Please let me know if you’re able to attend. An agenda is not yet available, but as soon as it is confirmed, I will pass it along.

Employee Anniversary.

Robert Wynkoop, Police Officer, will have been with the Town two years on April 1! Thank you, Robert and congratulations on your promotion!
Upcoming Events:

- Council Work Session – March 14, 2017 at 5 p.m.
- Northern Larimer County Elected Officials Dinner – March 29, 2017 at 5 p.m.
- Town Beautification Day and Safety Fair – April 22.
TOWN COUNCIL COMMUNICATION

Meeting Date: February 28, 2017


Presented by: Matt Blakely, Community Development Director

 Ordinance X
 Resolution □
 Discussion □

KEY POINTS/SUPPORTING INFORMATION:

This Ordinance is to update the Town’s Building Code (Chapter 18, Article 6) by repealing the current 2012 edition of the International Fire Code and adopting the 2015 edition of the International Fire Code with the amendments as indicated in the attached Ordinance.

Further, the following executive summary and background information was provided by Poudre Fire Authority in support of the ordinance:

Executive Summary:

Poudre Fire Authority (PFA) is responsible for the enforcement and administration of the International Fire Code (IFC) within the Town of Timnath. Every three years, IFC is updated by the International Code Council (ICC) with the most recent update published in 2015. PFA routinely reviews new codes, proposes local amendments and then seeks adoption of the code changes by the Town Board.

The PFA Board of Directors reviewed these amendments at their December 13th, 2016 meeting and unanimously passed Resolution 16-16 recommending adoption of the 2015 IFC as amended to the Town of Timnath, City of Fort Collins and the Poudre Valley Fire Protection District.

Background:

At the April 26, 2016 PFA Board meeting the PFA Board adopted the attached resolution (16-6) appointing the Fire Code Review Committee (FCRC). The volunteer committee was asked to review the 2015 International Fire Code (IFC) and the proposed amendments. Timnath Chief Building Official Russ Weber participated as a member of this committee.

The FCRC completed their work on Thursday November 17, 2016 with a unanimous recommendation to adopt the 2015 IFC along with the accompanying amendments. At their December 13, 2016 meeting the PFA Board unanimously approved the code adoption and amendments with the attached resolution (16-16).

The FCRC met for five months in order to review the code. PFA Fire Prevention staff participated in the review with the FCRC, which included detailed discussions of every code chapter and section. Existing language and new published changes to the IFC were reviewed along with current local and proposed code amendments. This process provides both staff and committee member’s important insight about community issues/concerns and the fire code. The hard work and commitment shown by the FCRC has provided PFA with a quality community safety resource, tailored to local community needs.

The 2015 IFC includes several changes to the code including provisions related to hyperbaric facilities, removal of abandoned wiring in plenums, protection of elevators for fire service access and occupant
evacuation, carbon dioxide systems and multi-story tents/membrane structures and temporary stage canopies. Local amendments include new provisions limiting bon fire size, restricting solid fuel outdoor fireplaces and fire pits at commercial properties and clarifying language to provide consistent addressing across PFA’s jurisdiction as well as the long standing local provisions for fire sprinkler protection and egress.

The FCRC reviewed all the proposed changes including changes that are adopted as part of the International Building Code (IBC) adoption for the Town of Timnath. Since Chapter 9 (Fire Protection Systems) and Chapter 10 (Means of Egress) is the same in the Building and Fire Code as published by the International Code Council (ICC) it is essential that local amendments between the building and fire code be correlated and, as the building department is primarily tasked with the enforcement of Chapters 9 and 10, it makes sense for the IFC to be amended in the same way the local building official amended the International Building Code.

The 2015 IFC contains new provisions for the installation of alarms or ventilation where Carbon Dioxide (CO2) is used for the dispensing of beverages. This section was amended locally to include all use of CO2 as there is significant CO2 use in the marijuana industry within the PFA jurisdiction. This provision has the potential to impact many businesses (especially food and beverage establishments) although the cost of the detectors/alarms is relatively low and estimated to be around $150 per site. This change is directly related to several incidents across the country, including fatalities, where workers and subsequently responders were overcome in oxygen deficient atmospheres created when the Carbon Dioxide systems leaked or failed.

The committee’s primary goal was the reduction of local amendments to the code, as well as focusing those amendments on local community needs. Many of the amendments resulted from a formatting change in the code that eliminated a table and resulted in individual amendments in each occupancy type to achieve the same fire protection mandates that have existed locally in the Building and Fire Codes since the 1980’s.

The Poudre Valley Fire Protection District (PVFPD) is expected to adopt the 2015 IFC at their February 27, 2017 meeting, covering the unincorporated areas of Larimer and Weld Counties. The PVFPD adoption will then be presented for ratification by the Larimer and Weld County Commissioners. The City of Fort Collins has scheduled a first reading for the 2015 IFC adoption on April 18, 2017. The amendments for these other adoptions are very similar to this amendment package with the primary differences being in the correlation of the amendments that were made to the IBC by the other jurisdictions. Additionally, the restrictions on the sale and possession of fireworks are not part of the Larimer and Weld County Adoption.

**ADVANTAGES:**
1. Contributes to minimizing human suffering and property loss due to fire.
2. Consistent with adjacent communities - standardization
3. Builders are familiar with the 2015 International Fire Code and are able to utilize plans across communities

**DISADVANTAGES:**
None

**FINANCIAL IMPACT:**
None anticipated
**RECOMMENDATION:**
Staff recommends approval of an Ordinance 9, Series 2017, Amending Chapter 18, Article 6.

**ATTACHMENTS:**
1. Ordinance 9, Series 2017
2. PFA Board Resolution (16-6) appointing the Fire Code Review Committee
3. PFA Board Resolution (16-16) adoption of the 2015 International Fire Code
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 9, SERIES 2017

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE 5, OF THE TOWN CODE ADOPTING BY REFERENCE THE INTERNATIONAL FIRE CODE PROMULGATED BY THE INTERNATIONAL CODE COUNCIL, 2015 EDITION, WITH AMENDMENTS

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 has heretofore by ordinance adopted the International Fire Code, 2012 Edition, for application in the Town of Timnath within the Poudre Fire Protection District in Larimer County; and

WHEREAS, the Board of Directors of the Poudre Fire Authority and the Board of Directors of the Poudre Valley Fire Protection District has requested that the Town of Timnath Town Council adopt an ordinance making the International Fire Code, 2015 Edition with amendments, applicable to the Town of Timnath within the Poudre Valley Fire Protection District in Larimer County; and

WHEREAS, the Town of Timnath Town Council has authority to adopt certain uniform codes by reference, including the subject 2015 International Fire Code, pursuant to the provisions of CRS 31-16-201, et. seq., and

WHEREAS, in compliance with CRS 31-16-203, notice of a public hearing on the proposed adoption of the 2015 International Fire Code was published twice in a newspaper of general circulation in the Town of Timnath, fifteen and eight days preceding the hearing, respectively; and

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

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

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

(2) Section 103.4 Liability and 103.4.1 Legal defense are hereby amended to read as follows:
“103.4 Liability. The fire code official, member of the board of appeals, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties, unless such act or omission is willful and wanton, as provided in the Colorado Governmental Immunity Act, CRS Section 24-10-101 et seq.

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

(3) Section 108.1 Board of appeals established is hereby amended to read as follows:

108.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals to be known as the Fire Board of Appeals. The members of the Town of Timnath Board of Appeals shall constitute the Fire Board of Appeals. The fire code official shall be an ex officio member of the Fire Board of Appeals, but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with duplicate copies to the fire code official and the Town Clerk. This section shall not be applicable to the appeal of fees or fine amounts, which shall be appealed to the Fire Chief pursuant to established policies in accordance with Section 113.5 of this Code.”

(4) Section 108.3 is hereby deleted in its entirety.

(5) Section 109.4 is hereby amended to read as follows:

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

(6) Section 109.5 Work commencing before permit issuance is hereby added to read as follows:

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

(7) A new Section 114 Reporting of emergencies and false alarms is hereby added and reads in its entirety as follows:

“SECTION 114 – REPORTING OF EMERGENCIES AND FALSE ALARMS

114.1 General. Reporting of emergencies and false alarms shall be in accordance with Section 114.

114.2 Reporting Emergencies. In the event a fire occurs or the discovery of a fire, smoke or unauthorized release of flammable, combustible or hazardous materials on any property occurs, the owner, owner’s authorized representative, or occupant shall immediately report such condition to the fire department.

114.3 False Alarms. False alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

(8) Section 202, Definitions, is hereby amended or added in alphabetical sequence in the following respects:

“Sleeping Room” (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1208 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable area that are so situated and designed so as to clearly indicate these intended uses, shall no be interpreted as sleeping rooms.

(9) A new subsection 307.2.2 Time and atmospheric restrictions is hereby added and reads in its entirety as follows:

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

(10) Section 307.4.1 is hereby revised and reads in its entirety as follows:

“307.4.1 Bonfires. A bonfire shall not be conducted within 50 100 feet (15 240mm 30m) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within 50 100 feet (15 240mm 30m) of a structure shall be eliminated prior to ignition.

307.4.1.1 Bonfire Size. The fuel package pile for a bonfire must be approved prior to ignition and shall not exceed 10 feet (3048 mm) in diameter and 8 feet (2438 mm) in height unless approved by the fire code official. Based on atmospheric conditions, location, adjacent
structures, combustible materials or wildland fire danger ratings, smaller fuel package piles may be required. Fuels for a bonfire shall be clean, dry untreated wood products only. Fuel shall not be added to the bonfire once it is ignited without prior approval of the fire code official.”

(11) Section 307.4.3 Portable Outdoor fireplaces is hereby revised and reads in its entirety as follows:

“307.4.3 Portable Outdoor fireplaces. Portable Outdoor fireplaces shall be used in accordance with the manufacturer’s instructions, and shall not be operated within 15 feet (3048 mm) of a structure or combustible material. Outdoor fireplaces shall not be placed closer to combustibles than stated in the manufacturer’s instructions. If the manufacturer’s instructions are not available, or do not establish a distance requirement, such fireplaces shall not be operated within 15 feet (4572 mm) of a structure combustible material. Outdoor fireplaces shall not be operated underneath a structure of any type. Outdoor fireplaces shall be gas or liquid fueled.

Exception: Portable outdoor fireplaces used at one and two-family dwellings may use approved solid fuels if located at least 15 feet (4572 mm) from combustibles.”

(12) Section 308.1.6.3 Sky lanterns is hereby revised and reads in its entirety as follows:

“308.1.6.3 Sky lanterns. A person shall not release or cause to be released a tethered or an untethered sky lantern.”

(13) Section 503.1 Where required is hereby revised and reads in its entirety as follows:

“503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and Appendix D “Fire Apparatus Access Roads”.”

(14) Section 503.2 Specifications is hereby revised and reads in its entirety as follows:

“503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D “Fire Apparatus Access Roads”.”

(15) Section 503.2.1 Dimensions is hereby revised and reads in its entirety as follows:

“503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 14 feet 6 inches (4115 4267 mm).”

(16) Section 505.1 Address identification is hereby revised and reads in its entirety as follows:

“505.1 Address Identification. New and existing buildings or facilities shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building
cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

505.1.1 Addresses shall be assigned by the governmental entity having jurisdiction (Fort Collins, Timnath, or County) and shall comply with the Larimer County Street Naming and Addressing Standards as contained in the Larimer County Urban Area Street Standards.

505.1.2 The approved address numerals shall be visible from the street fronting the property, and posted on a contrasting background.

505.1.3 The address numerals for any commercial or industrial buildings shall be placed at a height to be clearly visible from the street. They shall be a minimum of eight inches in height unless distance from the street or other factors dictate an increased height.

Table 505.1.3

<table>
<thead>
<tr>
<th>Distance from street curb to building</th>
<th>Letter/number size</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 100 feet</td>
<td>8 inches(^1)</td>
</tr>
<tr>
<td>101 – 150 feet</td>
<td>10 inches(^2)</td>
</tr>
<tr>
<td>151 – 200 feet</td>
<td>12 inches(^2)</td>
</tr>
<tr>
<td>201 – 350 feet</td>
<td>14 inches(^2)</td>
</tr>
<tr>
<td>351 – 500 feet</td>
<td>16 inches(^2)</td>
</tr>
<tr>
<td>501 – 700 feet</td>
<td>20 inches(^2)</td>
</tr>
<tr>
<td>In excess of 700 feet</td>
<td>As approved by the Fire Code Official(^2)</td>
</tr>
</tbody>
</table>

\(^1\) 8”– 12” numbers shall be a minimum 1” stroke  
\(^2\) 13”– 20” numbers shall be a minimum 1 ½” stroke  
\(^3\) 21” and larger shall have proportional strokes to ensure visibility

505.1.4 The address numerals for one and two family dwellings shall be a minimum of four inches posted on a contrasting background. If bronze or brass numerals are used, they shall only be posted on a black background for visibility.

505.1.5 Monument signs may be used in lieu of address numerals on the building as approved by the fire code official.

505.1.6 Buildings with multiple suites, apartments or units shall have the individual suites, apartments or units provided with individual identification numbers in sequential order. Suites, apartments or units located on the first floor shall be identified by numbers within the 100 range or series; suites, apartments or units located on the second floor shall be identified by numbers within the 200 range or series; suites, apartments or units located on the third floor units shall be identified by numbers within the 300 range or series. Higher floors shall follow this same numbering scheme.

505.1.7 Buildings, either individually or part of a multi- building complex, that have emergency access lanes on sides other than on the addressed street side, shall have the address numbers and street name on each side that fronts the fire lane.
Buildings that are addressed on one street, but are accessible from an adjoining street, shall have the address number and street name on each side that is adjacent to that other street.

Approved signage shall be provided in conspicuous locations within buildings to provide clear direction to locate any suite, apartment or unit within the building.

Multiple building complexes shall be provided with approved signage as needed to direct first responders to individual buildings.

Multiple building complexes that have a single street address for the entire complex shall utilize alpha or numeric characters to identify the individual buildings. Such identification shall be assigned to the buildings in a sequential order following a clock-wise direction starting at the main entrance to the complex.”

Section 507.2 Type of water supply is hereby revised and reads in its entirety as follows:

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

Section 507.5 Fire hydrant systems and Section 507.5.1 Where required are hereby revised and reads in their entirety as follows:

“Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Appendix C.

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For Group R-3 and Group U and one and two family dwelling occupancies, the distance requirement shall be 600 feet (183 m).

2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).”

Subsection 605.11.1.1 Roof access points is hereby revised and reads in its entirety as follows:

“Roof access points shall be located in areas that do not require the placement of ground ladders over openings such as windows or doors, and located at strong points of building construction in locations where the access point does not conflict with overhead obstructions such as tree limbs, wires or signs. All access pathways required under this Section 605.11.1.1 shall be provided in a structurally strong location on the building capable of supporting the live load of firefighters accessing the roof.”
Subsection 605.11.1.2 Solar photovoltaic systems for Group R-3 buildings is hereby revised and reads in its entirety as follows:

"605.11.1.2 Solar photovoltaic systems for Group R-3 buildings. Solar photovoltaic systems for Group R-3 buildings shall comply with Sections 605.11.1.2.1 through 605.11.1.2.5.

Exception: These requirements shall not apply to structures designed and constructed in accordance with the International Residential Code.

605.11.1.2.1 Size of solar photovoltaic array. Each photovoltaic array shall be limited to 150 feet (45 720 mm) by 150 feet (45 720 mm). Multiple arrays shall be separated by a 3-foot-wide (914 mm) clear access pathway.

605.11.1.2.2 Hip roof layouts. Panels and modules installed on Group R-3 buildings with hip roof layouts shall be located in a manner that provides a 3-foot-wide (914 mm) clear access pathway from the eave to the ridge on each roof slope where panels and modules are located. The access pathway shall be at a location on the building capable of supporting the fire fighters accessing the roof.

Exceptions:

1. These requirements shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.

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

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

605.11.1.2.3 Single-ridge roofs. Panels and modules installed on Group R-3 buildings with a single ridge shall be located in a manner that provides two, 3-foot-wide (914 mm) access pathways from the eave to the ridge on each roof slope where panels and modules are located.

Exceptions:

1. This requirement shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.

2. This requirement shall not apply to roofs where each panel/module array area on the roof is 1,000 square feet (92.90 m²) or less in size, no continuous section of
panels/modules is larger than 150 feet in length or width, and a clear access pathway of not less than 12-inch-width is provided along each side of the horizontal ridge provided that:

a. The total combined area of solar array does not exceed 33% as measured in plan view of the total roof area of the structure; or

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

605.11.1.2.4 **Roofs with hips and valleys.** Panels and modules installed on Group R-3 buildings with roof hips and valleys shall not be located closer than 18 inches (457 mm) to a hip or a valley where panels/modules are to be placed on both sides of a hip or valley. Where panels are to be located on only one side of a hip or valley that is of equal length, the panels shall be permitted to be placed directly adjacent to the hip or valley.

**Exceptions:**

1. These requirements shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.

2. These requirements shall not apply to roofs where a 30-inch-wide clear access pathway is provided from the eave to the ridge as well as 12-inch-wide clear access pathways along each side of any horizontal ridge.

605.11.1.2.5 **Allowance for smoke ventilation operations.** Panels and modules installed on Group R-3 buildings shall be located not less than 3 feet (914 mm) from the ridge in order to allow for fire department smoke ventilation operations.

**Exception:** Panels and modules shall be permitted to be located up to the roof ridge where an alternative ventilation method **approved** by the fire chief has been provided or where the fire chief has determined vertical ventilation techniques will not be employed.”

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(20) **Subsection 605.11.2 Ground-mounted photovoltaic arrays** is hereby amended and reads in its entirety as follows:

“**605.11.2 Ground-mounted photovoltaic arrays.** Ground-mounted photovoltaic arrays shall comply with Section 605.11 and this section. Setback requirements shall not apply to ground-mounted, free-standing photovoltaic arrays. A clear, brush-free area of 10 feet (3048 mm) shall be required for ground-mounted photovoltaic arrays with no vegetation in this area exceeding 18 inches (457 mm).”

(21) A new **subsection 609.5 Solid-fuel fired cooking appliances** is hereby added and reads in its entirety as follows:

“**Section 609.5 Solid-fuel fired cooking appliances.** Solid-fueled commercial cooking appliances shall comply with applicable provisions of NFPA 96.”

(22) **Section 903.2 Where required,** is amended by adding an exemption number 2 to read as follows:

“**903.2 Where required.** Approved automatic sprinkler systems in new buildings and structures
shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

Exception:

1. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.

(22) Section 903.2.1.1 Group A-1 is hereby revised and reads in its entirety as follows:

“903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for fire areas containing Group A-1 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 12,000 5000 square feet (1115 464.5 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.”

(23) Section 903.2.1.3 Group A-3 is hereby revised and reads in its entirety as follows:

“903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for fire areas containing Group A-3 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 12,000 5000 square feet (1115 464.5m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.”

(24) Section 903.2.1.4 Group A-4 is hereby revised and reads in its entirety as follows:

“903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for fire areas containing Group A-4 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 12,000 5000 square feet (1115 464.5m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.”
A new Section 903.2.1.8 Group B is hereby added and reads in its entirety as follows:

"903.2.1.8 Group B. An automatic sprinkler system shall be provided for fire areas containing Group B occupancies when the fire area exceeds 5000 square feet (464.5 m²)."

Section 903.2.3 Group E is hereby revised and reads in its entirety as follows:

"903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 12,000 square feet (464.5 m²) in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has not fewer than one exterior exit door at ground level."

Section 903.2.4 Group F-1 is hereby revised and reads in its entirety as follows:

"903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 12,000 square feet (464.5 m²).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2500 square feet (232 m²)."

A new Section 903.2.4.2 Group F-2 is hereby added to read as follows:

"903.2.4.2 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy where one of the following conditions exists:

1. A Group F-2 fire area exceeds 5000 square feet (464.5 m²).
2. A Group F-2 fire area is located more than three stories above grade plane."

Section 903.2.6 Group I is hereby amended to read as follows:

"903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I fire area.

Exceptions:
1. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1 Condition 1 facilities.

2. An automatic sprinkler system is not required where group I-4 day care facilities are at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door and the fire area does not exceed 5000 square feet (464.5 m²).

3. In buildings where Group I-4 day care is provided on levels other than the level of exit discharge, an automatic sprinkler system in accordance with Section 903.3.1.1 shall be installed on the entire floor where care is provided, all floors between the level of care and the level of exit discharge, and all floors below the level of exit discharge other than areas classified as an open parking garage.”

(30) Section 903.2.7 Group M is hereby amended to read as follows:

“903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 12,000 5000 square feet (464.5 m²).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5000 square feet (464 m²).”

(31) Section 903.2.9 Group S-1 is hereby amended to read as follows:

“903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 5000 square feet (464.5 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. A Group S-1 fire area used for the storage of commercial motor vehicle where the fire area exceeds 5000 square feet (464 m²).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2500 square (232 m²).”

(32) Section 903.2.9.1 Repair Garages is hereby amended to read as follows:

“903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406 of the International Building
Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 10,000–5000 square feet (929–464.5 m²).
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 12,000–5000 square feet (1115–464.5 m²).
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5000 square feet (464 m²)."

(33) Section 903.2.10 Group S-2 enclosed parking garages is hereby deleted and a new Section 903.2.10 Group S-2 is hereby added and reads in its entirety as follows:

903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 where either of the following conditions exists:

1. Where the fire area of the enclosed parking garage exceeds 12,000 square feet (1115 m²).

2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy where one of the following conditions exists:

1. A Group S-2 fire area exceeds 5000 square feet (464.5 m²).

2. A Group S-2 fire area is located more than three stories above grade plane.

Exception: Open Parking Garages"

(34) A new subsection 903.2.10.2 Group S-2 enclosed parking garages is hereby added and reads in its entirety as follows:

903.2.10.2 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code where either of the following conditions exists:

1. Where the fire area of the enclosed parking garage exceeds 5000 square feet (464.5 m²).

2. Where the enclosed parking is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.”
Section 903.2.11.1.3 Basements is hereby amended to read as follows:

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

Section 903.3.1.2 NFPA 13R sprinkler systems is hereby amended to read as follows:

“903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288mm) in height above grade plane shall be permitted to be installed throughout in accordance with NFPA 13R Section 903.3.1.1.

Exception: NFPA 13R is allowed when the following conditions exist:

1. The building does not contain more than 6 individual dwelling units and the units are separated from each other with a 1 hour fire wall.

2. The building does not contain more than 12 individual dwelling units and is divided into no more than 6 individual dwellings units (complying with number 1 above) by a minimum 2 hour fire wall.

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the International Building Code shall be measured from the horizontal assembly creating separate buildings.”

A new Subsection 904.12.6.4 Existing automatic fire extinguishing systems is hereby added, to read in its entirety as follows:

“904.12.6.4 Existing automatic fire extinguishing systems. Where changes in the cooking media, positioning of cooking equipment or replacement of cooking equipment occur in existing commercial cooking systems, the automatic fire extinguishing system shall be required to comply with the applicable provisions of Sections 904.12 through 904.12.4.”

Section 907.2.11 Single- and multiple-station smoke alarms is amended by adding a second paragraph thereto to read as follows:

“When one or more sleeping rooms are added or created in existing Group R Occupancies, the entire building shall be provided with smoke detectors located and installed as required for new Group R Occupancies described herein.”

A new subsection 907.8.6, is hereby added, to read in its entirety as follows:

“907.8.6 Excessive False Alarms. An excessive number of false alarms shall be defined as two (2) alarm activations for a fire alarm system within a 60 (sixty) day period provided that any such activations are not the result of a cause reasonably beyond the control of the owner, tenant or operator of the building. In the event of an excessive number of false alarms, the fire code official may order the building owner, tenant or operator of the building, or party responsible for the building to take reasonable actions necessary to prevent false alarms. These actions may include:
repair or replacement of the faulty alarm components, addition of tamper proof devices, modification of system design, and repair of other building components which affect alarm system performance. The fire code official may also require the building owner, tenant or operator or party responsible for the building to obtain an approved maintenance contract with a qualified fire alarm maintenance technician as required by NFPA 72 to provide continuous maintenance service of the system.”

(40) Section 1013.2 (Where required) is amended by the addition of a second paragraph inserted before the exceptions as follows:

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

(41) Section 1029.5.1 (Minimum Size) is amended by the addition of the following:

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

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

(42) Section 5001.1 Scope Exception 10 is hereby amended to read as follows:

“Exceptions:

10. The production, processing and storage of distilled spirits and wines in wooden barrels and casks when the facility is in conformance with the DISCUS “Recommended Fire Protection Practices for Distilled Spirits Beverage Facilities”.”

(43) The title of Section 5307 is hereby amended to read as follows:

“SECTION 5307
CARBON DIOXIDE (CO2) SYSTEMS USED IN BEVERAGE DISPENSING APPLICATIONS”

(44) Section 5307.1 is hereby amended to read as follows:

“5307.1 General. Carbon dioxide systems with more than 100 pounds (45.4 kg) of carbon dioxide used in beverage dispensing applications shall comply with Sections 5307.2 through 5307.5.2.”

(45) Section 5601.1.3 is hereby amended to read as follows:
“5601.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.

2. Manufacture, assembly and testing of fireworks as allowed in Section 5605.

3. The use of fireworks for display as allowed in Section 5608.

4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, for consumer fireworks.”

(46) Section 5701.2 Nonapplicability 10 is hereby amended to read as follows:

“10. The production, processing and storage of distilled spirits and wines in wooden barrels and casks when the facility is in conformance with the DISCUS “Recommended Fire Protection Practices for Distilled Spirits Beverage Facilities”.”

(47) Section 5704.3.3 Indoor storage Exception 2 is hereby amended to read as follows:

“5704.3.3 Indoor storage. Storage of flammable and combustible liquids inside buildings in containers and portable tanks shall be in accordance with Sections 5704.3.3.1 through 5704.3.3.10.

Exceptions:

1. Liquids in the fuel tanks of motor vehicles, aircraft, boats or portable or stationary engines.

2. The production, processing and storage of distilled spirits and wines in wooden barrels and casks when the facility is in conformance with the DISCUS “Recommended Fire Protection Practices for Distilled Spirits Beverage Facilities”.”

(48) The exception in Section 6109.13 Protection of Containers is hereby deleted:

“6109.13 Protection of containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

Exception: Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.”

(49) Chapter 80 Referenced Standards is hereby amended by adding the following additional referenced standard in alphabetical and numerical sequence:
APPENDIX B
FIRE-FLOW REQUIREMENTS FOR BUILDINGS

SECTION B101 GENERAL

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

SECTION B102 DEFINITIONS

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

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

FIRE-FLOW CALCULATION AREA. The floor area, in square feet (m²), used to determine the required fire flow.
SECTION B103 MODIFICATIONS

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

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

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

SECTION B104 FIRE-FLOW CALCULATION AREA

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

B 104.2 Area separation. Portions of buildings which are separated by fire walls without openings, constructed in accordance with the International Building Code, are allowed to be considered as separate fire-flow calculation areas.

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

Exception:

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

SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

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

Exception:

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

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

TABLE B105
<table>
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<tr>
<th>APPLICATION</th>
<th>FIRE FLOW REQUIREMENTS (gpm)</th>
<th>SPACING BETWEEN HYDRANTS (feet) a,b,c</th>
<th>MAXIMUM DISTANCE FROM THE CLOSEST POINT ON A BUILDING TO A HYDRANT (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>1500</td>
<td>600</td>
<td>300d</td>
</tr>
<tr>
<td>Urban - One and Two Family Dwelling</td>
<td>1000</td>
<td>800</td>
<td>400</td>
</tr>
<tr>
<td>Rural - One and Two Family Dwelling</td>
<td>500</td>
<td>800</td>
<td>400</td>
</tr>
</tbody>
</table>

a. Reduce by 100 feet for dead-end streets or roads.

b. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or are arterial streets, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.

d. For building equipped with a standpipe, see Section 507.5.1.1.

B105.3 Water supply for buildings equipped with an automatic sprinkler system.
For buildings equipped with an approved automatic sprinkler system, the water supply shall be capable of providing the greater of:

1. The automatic sprinkler system demand, including hose stream allowance.

2. The required fire-flow.

SECTION B106 REFERENCED STANDARDS
ICC IBC—15 International Building Code B104.2,
ICC IFC — 15 International Fire Code Table B105.1(1) & B105.2
ICC IWUIC—15 International Wildland-Urban Interface Code B103.3
ICC IRC --- 15 International Residential Code Table B105.1(1)
NFPA 1142—12 Standard on Water Supplies for Suburban and Rural Fire Fighting B103.3”
Appendix C is deleted in its entirety and readopted to read as follows:

“Fire Hydrant Locations and Distribution
Appendix C

SECTION C101 GENERAL

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

SECTION C102 LOCATION

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

SECTION C103 NUMBER OF FIRE HYDRANTS

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

SECTION C104 CONSIDERATION OF EXISTING FIRE HYDRANTS

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

SECTION C105 DISTRIBUTION OF FIRE HYDRANTS

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

Exception:

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

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

Appendix D is deleted in its entirety and readopted to read as follows:

“APPENDIX D
FIRE APPARATUS ACCESS ROADS

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

**SECTION D102 REQUIRED ACCESS**

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

D102.2 **Access road construction.** All access roadways must be all weather driving surfaces capable of supporting fire apparatus. Surface shall be asphalt, concrete, or compacted road base and engineered for the imposed loads.

D102.2.1 **Temporary emergency access.** Compacted road base or chip shall only be used for a temporary emergency access. Temporary access shall be available as long as the site is under construction. Thereafter permanent fire lanes shall be accessible and unobstructed at all times.

D102.2.2 **Permanent emergency access.** All permanent points of access shall be hard decks consisting of asphalt or concrete designed to HS 20 or support 40 ton (36,287 kg). Compacted Road base or other surfaces engineered and capable of supporting the imposed loads may be approved for ground mounted solar installations, cell towers and similar isolated facilities and structures when approved by the fire code official.

D102.2.2 **Installation timing.** All required access roads must be installed and serviceable before aboveground construction begins.

**SECTION D103 MINIMUM SPECIFICATIONS**

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

D103.2 **Grade.** Fire apparatus access roads shall not exceed 10 percent in grade. Exception: Grades steeper than 10 percent as approved by the fire code official. (See section D105.5 for aerial fire apparatus access roads.)

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

D103.4 **Angle of Approach/Departure.** Grade changes upon a Fire Apparatus Access Road or when entering or exiting from or to a Fire Apparatus Access Road, shall not exceed a 10% Angle of Approach or Angle of Departure.

*Figure 103.1*
100' DIAMETER
CUL-DE-SAC
FOR USE ON PUBLIC OR PRIVATE PROPERTY

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

MUST CONNECT TO
PUBLIC R.O.W.

EXAMPLE BUILDING

MUST CONNECT TO
PUBLIC R.O.W.
D103.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (46 m) shall be provided with width and turnaround provisions in accordance with Table D103.4.

### TABLE 103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

<table>
<thead>
<tr>
<th>LENGTH (feet)</th>
<th>WIDTH (feet)</th>
<th>TURNAROUNDS REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-150</td>
<td>20</td>
<td>None required</td>
</tr>
<tr>
<td>151-660</td>
<td>20</td>
<td>100-foot hammerhead, 100-foot Cul-de-sac in accordance with Figure D103.1</td>
</tr>
<tr>
<td>Over 660</td>
<td>Special Approval Required</td>
<td></td>
</tr>
</tbody>
</table>

D103.5.1 Second Point of Access Required. A second point of access shall be required when the primary access roadway exceeds 660 feet (201 m) in length.

**Exception:** Where all dwelling units beyond 660 feet (201 m) are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.

D103.5.2 Third Point of Access Required. A third point of access will be required when any access road exceeds a distance of 1,320 feet (1/4 mile) (402 m) in length.

**Exception:** Where all dwelling units beyond 660 feet (201 m) are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from only two directions shall be required.

D103.5.3 Fourth Point of Access Required. A fourth point of access will be required when access road exceeds a distance of 2,640 feet (1/2 mile) (804 m) in length.

**Exception:** Where all dwelling units beyond 660 feet (201 m) are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from only three directions shall be required.

D103.5.4 Access location. Where two or more points of access are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line.

D103.6 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:
Where a single gate is provided the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate shall be not less than 12 feet (3658 mm).

1. Gates shall be of the swinging or sliding type.
2. Construction of gates shall be of materials that allow manual operation by one person.
3. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
4. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
5. Methods of locking the gate shall be approved by the fire code official.
6. Manual opening gates shall not be locked with a padlock or chain and padlock unless the padlock is approved by the fire code official and is compatible with the approved Key Boxes in use by the fire department.
7. Gate design and locking device specifications shall be submitted for approval by the fire code official prior to installation.
8. Electric gate operators, where provided, shall be listed in accordance with UL325.
9. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

**D103.7 Signs.** Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D 103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by section D103.6.1 or D103.6.2.

**D103.7.1 Roads 20 to 26 feet in width.** Fire lane signs as specified in D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).
D103.7.2 Roads more than 26 feet in width. Fire lane signs as specified in D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).

SECTION D 104
COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

Exception: Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height may have a single approved fire apparatus access road when the buildings are equipped throughout with approved automatic sprinkler systems.

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

Exception: Projects having a gross building area of up to 124,000 square feet (11520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.

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

SECTION D105
AERIAL FIRE APPARATUS ACCESS ROADS

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

D105.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm), exclusive of shoulders, in the immediate vicinity of any building or portion of building more than 30 feet (9144 mm) in height if the fire access road is not a dead end. Dead end fire apparatus access roads for aerial apparatus access shall be a minimum of 30 feet (9144 mm) wide.

D105.3 Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.
D105.5 Grade. Aerial fire apparatus access roads adjacent to the building shall not exceed 5% in grade.

SECTION D 106
MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

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

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

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

SECTION D 107
ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads and that comply with Section D103.4.4.

Exceptions: Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.

The number of dwelling units on a single fire apparatus access road shall not exceed 30 dwelling units unless fire apparatus access roads will connect with future development, as determined by the fire code official.

D108 REFERENCED STANDARDS
ASTM F 2200—05 Standard Specification for Automated Vehicular Gate Construction D103.5
ICC IFC—12 International Fire Code D101.5, D107.1
UL 325—02 Door, Drapery, Gate, Louver, and Window Operators and Systems, with Revisions through February 2006 D103.5"

(54) Appendix F is hereby adopted in its entirety.

(55) Appendix L is hereby adopted in its entirety.
NOW, THEREFORE, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO, ORDAINS:


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.


MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNANT TOWN COUNCIL ON MARCH 14, 2017.

TOWN OF TIMNATH, COLORADO

ill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk

-27-
Resolution 16-6
Appointing a 2015 Fire Code Review Committee

Whereas, the adoption and application of the current edition of the Uniform Fire Code contributes to minimizing human suffering and property loss from fire, and

Whereas, the 2015 edition of the International Fire Code represents the most current of the International Fire Code, and

Whereas, the Board desires to include community input from those impacted by the enforcement of the code through the adoption process.

Now, therefore, be it resolved by the Poudre Fire Authority Board of Directors that the following community members are appointed to the 2015 International Fire Code Review Committee:

2015 International Fire Code Review Committee

<table>
<thead>
<tr>
<th>Mr. Gary Cantwell</th>
<th>Mr. Steve Wimp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western States Fire Protection</td>
<td>Thunderpup Construction</td>
</tr>
<tr>
<td>Mr. Alan Kee</td>
<td>Mr. Steve Allen</td>
</tr>
<tr>
<td>Larimer County Building Dept.</td>
<td>Geico Insurance</td>
</tr>
<tr>
<td>Capt. Dustin DeBaere</td>
<td>Mr. Nick Haws</td>
</tr>
<tr>
<td>Poudre Fire Authority</td>
<td>Northern Engineering</td>
</tr>
<tr>
<td>Mr. Todd Parker</td>
<td>Mr. John Holcombe</td>
</tr>
<tr>
<td>Brinkman Construction</td>
<td>Poudre School District</td>
</tr>
<tr>
<td>Mr. Tony DeKrey</td>
<td>Capt. Dann/Chief Sparks</td>
</tr>
<tr>
<td>Colorado State University - Facilities</td>
<td>Loveland Fire Rescue</td>
</tr>
<tr>
<td>Mr. Terry Farrill</td>
<td>Mr. Steve Eberle</td>
</tr>
<tr>
<td>Fort Collins/Loveland Water District</td>
<td>University of Colorado Health</td>
</tr>
<tr>
<td>Mr. Russ Weber</td>
<td>Ms. Katy Hand</td>
</tr>
<tr>
<td>Town of Timnath (Safe Built)</td>
<td>City of Fort Collins Building Department</td>
</tr>
<tr>
<td>Mr. Mike Gebo (ex-officio)</td>
<td>Mr. Eric Freid (ex-officio)</td>
</tr>
<tr>
<td>City of Fort Collins Building Department</td>
<td>Larimer County Building</td>
</tr>
</tbody>
</table>

Approved by the Poudre Fire Authority Board of Directors this 26th day of April, 2016.

\[Signature\]
PFA Board Chair

\[Signature\]
Attest
Resolution 16 - 16

Pursue Adoption of the 2015 International Fire Code

Whereas, the adoption and application of the current addition of the International Fire Code contributes to minimizing human suffering and property loss from fire, and

Whereas, the 2015 edition of the International Fire Code represents the most current of the International Fire Code, and

Whereas, the Board desires that the recommendations of the appointed Fire Code Review Committee be included as the community’s input from those impacted by the enforcement of the code through the adoption process, and

Whereas, the Fire Code Review Committee members are unanimous in their recommendation of the 2015 International Fire Code with amendments, and support initiating the final adoption process with the Poudre Valley Fire Protection District, the City of Fort Collins, the Town of Timnath, and ratification by the Larimer and Weld County Commissioners, and

Whereas, the City of Fort Collins, the Town of Timnath, and Larimer County have, or are in the process of, adopting the other 2015 editions of the International Codes published by the International Code Council.

Now, therefore, be it resolved by the Poudre Fire Authority Board of Directors that the Fire Marshal is directed to begin final adoption procedures for the 2015 International Fire Code with amendments, as recommended by the Fire Code Review Committee, and further, that the Poudre Fire Authority Board of Directors requests and recommends to the Poudre Valley Fire Protection District Board of Directors, the Fort Collins City Council, the Timnath Town Council, and the Larimer and Weld County Commissioners that the 2015 International Fire Code as amended be adopted or ratified as appropriate.

Approved by the PFA Board of Directors this 13th day of December, 2016.

________________________
PEA Board Chair

________________________
Attest
### EXECUTIVE SUMMARY:
Staff has prepared the attached policy document that outlines a procedure that allows volunteer groups to contribute to the Town’s effort of maintaining litter-free streets and roadways.

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

### KEY POINTS/SUPPORTING INFORMATION:
Outlines the procedures for volunteer groups to “adopt” a street, the required safety requirements and what the Town will provide to the volunteer groups.

- The attached policy outlines the following procedures:
  - Working with Public Works, volunteer groups may “adopt” street sections within the Town.
  - The Town may post signs at the end of the section identifying the group that will maintain the street or roadway.
  - Safety regulations requirements are as follows:
    - All volunteers must wear orange safety vests and observe all safety regulations
    - All volunteers shall sign a release of liability document from provided by the town
  - The Town will provide orange safety vests, trash bags and trash bag removal

### ADVANTAGES:
Fosters civic pride and helps beautify the Town of Timnath and encourages greater participation in the Town affairs.

### DISADVANTAGES:
None

### FINANCIAL IMPACT:
Small amount required to purchase vests, signage and garbage bags.

### RECOMMENDED MOTION:
I move approval of Resolution No.12, Series 2017 entitled “A Resolution of the Town Council of the Town of Timnath, Establishing Policy for an Adopt a Street Program.”

### ATTACHMENTS:
1. Resolution  
2. Adopt a Street Policy
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 12, SERIES 2017

A RESOLUTION APPROVING AN ADOPT A STREET PROGRAM

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

WHEREAS, attached hereto as Exhibit A is a policy that provides an outline of the necessary management activities in order to allow for an Adopt a Street program; and

WHEREAS, To foster civic pride and help beautify the Town of Timnath and encourage greater participation in the Town’s affairs, an Adopt a Street program is hereby created within the Town, whereby civic-minded volunteer groups can contribute to the Town's effort of maintaining litter-free streets and roadways; and

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

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

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


TOWN OF TIMNATH, COLORADO

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Milissa Peters, CMC
Town Clerk
Exhibit A

Policy
TOWN COUNCIL ADOPTED POLICY

SUBJECT: Adopt a Street Policy

——— ———— ————
ISSUE DATE EFFECTIVE DATE
February 28, 2017 February 28, 2017

——— ———— ————
INTENT
The Town of Timnath fosters civic pride and greater participation in the Town’s affairs by encouraging residents and businesses to help beautify the Town of Timnath. An Adopt a Street program is hereby created within the Town, whereby civic-minded volunteer groups can contribute to the Town’s effort of maintaining litter-free streets and roadways.

——— ———— ————
POLICY

I. For Volunteers – The Public Works Director or his or her designee in public works will work with the volunteer groups to establish street sections within the Town which shall be "adopted" by the volunteer groups. The Public Works Director or his or her designee will be responsible for the operation of the Adopt a Street program. The Town may post signs at the end of the Adopt a Street section identifying the group that will maintain the street or roadway.

a. The safety regulation requirements for Adopt a Street volunteers are as follows:
   1. All Adopt a Street volunteers shall be required to wear orange safety vests and shall observe safety regulations provided by the Town. Distribution of safety regulations to individual volunteer members shall be the responsibility of the volunteer group.
   2. Prior to participating in the program, all volunteer groups shall execute an indemnification agreement setting forth the obligations of both the Town and the volunteer groups relative to the Adopt a Street program. As a condition of participation, all volunteers who participate in the Adopt a Street program shall execute a release of liability document in a form provided by the Town, absolving the Town from liability for harm arising out of participation in the program.
3. Volunteers shall coordinate dates and times for cleanup with the Public Works Director and obtain his/her approval before working the selected street.

II. **For the Town** – The Town shall furnish orange safety vests for each participant, as well as the trash bags needed for roadside trash removal. The Town shall arrange for the removal of full trash bags on a specified day.

a. **Approval of Adopt a Street Request.** The Public Works Director shall have the authority to approve an adopt a street request and shall set the parameters for cleanup times and dates, including prohibiting cleanup during construction periods or other conflicting times.
EXECUTIVE SUMMARY: A group of petitioners owning more than 50% of the property and who are more than 50% of the property owners have submitted a request for annexation of property named “Thornton Farms Annexations 1-12” east of and adjacent to County Road 1 (Latham Parkway), and north and south of and adjacent to Weld County Road 80, and north of and adjacent to State Highway 14 (Mulberry Street). The statutory requirement of a minimum of 1/6th contiguity to the current Town limits is attained by this property with annexing the ROW along CR1/Latham Parkway to the north and WCR-80 to the east. The Petition appears to be in substantial compliance with all applicable provisions of the C.R.S. and recommends that Council initiate annexation proceedings for this property.

The Resolution finding the Petition for Annexation to be in Substantial Compliance and setting a Public Hearing on the application before the Town Council on April 25, 2017 has been submitted to the Town Council on February 14, 2017. In addition the Planning Commission will consider the petition for annexation at a regular meeting prior to the Town Council Public Hearing. Adjacent property owners that would also be eligible for annexation petition with the same terms have been notified in accordance with the C.R.S. and Town of Timnath L.U.C. requirements.

STAFF RECOMMENDATION: Staff recommends approval of the resolution authorizing the initiation of annexation proceedings for property known as the Thornton Farms Annexations 1-12 and giving notice of a Public Hearing for said property.

KEY POINTS/SUPPORTING INFORMATION:
- The Intergovernmental Agreement Terms are attached hereto, in the form of a draft annexation agreement.
- The property being annexed appears to meet all the applicable provisions of the C.R.S.

ADVANTAGES:
- Increases the land area within the GMA of the Town of Timnath and furthers the goals and objectives of the Town’s Comprehensive Plan
- Increases the land area associated with (A) Agriculture zoning district
- This resolution is only for the initiation of the Annexation, the full scope of potential advantages are yet to be determined through the annexation evaluation.

DISADVANTAGES:
- This resolution is only for the initiation of the Annexation and the potential disadvantages are being evaluated.
**FINANCIAL IMPACT:**
- This resolution is only for the initiation of the Annexations and the potential financial impacts are being evaluated.

**RECOMMENDED MOTION:**
- I move to recommend approval of Resolution No. 13, Series 2017, a Resolution initiating annexation proceedings for property known as the Thornton Farms Annexations 1-12 and giving notice of public hearing thereon.

**ATTACHMENTS:**
1. Resolution No. 13, Series 2017
2. Annexation Petition
3. Annexation Maps
4. Intergovernmental Agreement
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 13, SERIES 2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH FINDING
A PETITION FOR ANNEXATION OF THE PROPERTY KNOWN AS THE
THORNTON FARMS ANNEXATIONS 1-12
TO BE IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE ACT,
INITIATING ANNEXATION PROCEEDINGS AND SETTING A PUBLIC HEARING THEREON

WHEREAS, the Town Council for the Town of Timnath, Colorado has received a Petition for
Annexation of certain property, signed by at least 50% of the land owners owning at least 50% of
the land of said property, exclusive of public streets and alleys moreover to be in substantial
compliance with the requirements of Section 31-12-107(1), Colorado Revised Statutes and
Article 13 of the Timnath Land Use Code; and

WHEREAS, the Town Council for the Town of Timnath, Colorado has reviewed the
Intergovernmental Agreement; and

WHEREAS, the Town Council wishes to initiate annexation proceedings for the Property and
set a public hearing to determine if the proposed annexation of the Property complies with the
applicable requirements of the Municipal Annexation Act of 1965, CRS 31-12-101 et. seq. and
Article 10 of the Timnath Land Use Code.

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

Section 1. Annexation Proceedings Initiated

Annexation proceedings are hereby initiated upon the Petition for Annexation of the following
described property to the Town, which Petition appears to be in substantial compliance with the
applicable provisions of Chapter 31, Article 12, Colorado Revised Statutes:

Description of property proposed for annexation: See, attached: EXHIBIT A

Section 2. Public Hearing

The Council hereby sets and gives notice of a public hearing for 6 P.M. on April 25, 2017 at the
Timnath Administration Building, 4800 Goodman Street, in Timnath, Colorado, to determine if
the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts
thereof as may be required to establish eligibility under Part 1 of Chapter 31, Article 12 of said
statutes.
INTRODUCED, MOVED, AND ADOPTED THIS 28TH DAY OF FEBRUARY, 2017, THE VOTE UPON ROLL CALL BEING AS FOLLOWS:

For: ____________
Against: __________
Abstain: __________

FOR THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO

_____________________________    ________________________________
Milissa Peters, CMC, Town Clerk    Jill Grossman-Belisle, Mayor

NOTICE IS HEREBY GIVEN that a Petition for Annexation of property hereinafter described has been presented to the Town Council of the Town of Timnath, Colorado and found to be in apparent compliance with the applicable provisions of law. The Town Council has adopted a Resolution setting a public hearing to be held at 6 P.M. on April 25, 2017, at the Timnath Administration Building, 4800 Goodman Street, Timnath, Colorado, to determine if the proposed annexation complies with the applicable requirements of the law.

Any person may appear at the hearing and present evidence upon any matter to be considered by the Council.

Published in the Fort Collins Coloradoan:
Published Weekly:

First Publication: March 3, 2017
Second Publication: March 10, 2017
Third Publication: March 17, 2017
Fourth Publication: March 24, 2017
Fifth Publication: March 30, 2017
EXHIBIT A

Legal Description of Property Proposed for Annexation

Annex 1

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER/ NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST/ WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP "T7N 1/4 R68W R67W S24 S19 2015 PLS38199"

THENCE NORTH 89°58'46" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 1/ WELD COUNTY ROAD 13;

THENCE NORTH 11°00'04" EAST, A DISTANCE OF 150.88 FEET TO A POINT ON THE SECTION LINE OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST/ SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST;

THENCE SOUTH 12°03'15" EAST, A DISTANCE OF 149.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 1/ WELD COUNTY ROAD 13;

THENCE SOUTH 86°11'14" WEST, A DISTANCE OF 30.06 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 4,444 SQ.FT. OR 0.10 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.
Annex 2

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER/ NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST/ WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP "T7N 1/4 R68W R67W S24 S19 2015 PLS38199";
THENCE NORTH 89°58'46" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 1/ WELD COUNTY ROAD 13 THE AND THE POINT OF BEGINNING;

THENCE NORTH 01°49'13" EAST, A DISTANCE OF 751.47 FEET TO A POINT ON THE SECTION LINE OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST/ SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST;
THENCE SOUTH 02°45'40" EAST, A DISTANCE OF 749.97 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 1/ WELD COUNTY ROAD 13;
THENCE NORTH 12°03'15" WEST, A DISTANCE OF 149.41 FEET TO A POINT ON SAID SECTION LINE;
THENCE SOUTH 11°00'04" WEST, A DISTANCE OF 150.88 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 18,093 SQ.FT. OR 0.42 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.
A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER/ NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST/ WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP "T7N 1/4 R68W R67W S24 S19 2015 PLS38199"; THENCE NORTH 89°58'46" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1/ WELD COUNTY ROAD 13 AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°28'04" WEST, A DISTANCE OF 1728.01 FEET;
THENCE NORTH 30°20'17" WEST, A DISTANCE OF 308.35 FEET;
THENCE NORTH 17°26'09" WEST, A DISTANCE OF 260.43 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 20°21'07" EAST, A DISTANCE OF 464.76 FEET;
THENCE SOUTH 12°48'09" WEST, A DISTANCE OF 447.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1/ WELD COUNTY ROAD 13;
THENCE SOUTH 17°29'57" EAST, A DISTANCE OF 234.41 FEET;
THENCE SOUTH 30°20'17" EAST, A DISTANCE OF 317.94 FEET;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°28'04" EAST, A DISTANCE OF 1742.50 FEET;
THENCE LEAVING EAST SIDE OF SAID RIGHT-OF-WAY, NORTH 02°45'40" WEST, A DISTANCE OF 749.97 FEET;
THENCE SOUTH 01°49'13" WEST, A DISTANCE OF 751.47 FEET TO THE POINT OF BEGINNING;
THUS DESCRIBED TRACT CONTAINS 128,853 SQ.FT. OR 2.96 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.

Annex 4

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST, LARIMER COUNTY, SOUTHWEST QUARTER OF SECTION 18, NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST, COUNTY OF WELD, OF THE 6TH PRINCIPAL MERIDIAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST/ SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND NO. 6 REBAR WITH 3 1/4" ALUMINUM CAP, "2001 T7N R68W R67W S13/S18/S24/S19 JONES LS 22098 KING SURVEYORS INC"; THENCE SOUTH 70°07'30" WEST, A DISTANCE OF 88.03 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 13 AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY SOUTH 16°39'03" WEST, A DISTANCE OF 387.18 FEET;
THENCE NORTH 12°48'09" EAST, A DISTANCE OF 447.00 FEET;
THENCE SOUTH 20°21'07" WEST, A DISTANCE OF 464.76 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1/ WELD COUNTY ROAD 13;
THENCE ALONG SAID RIGHT-OF-WAY, NORTH 16°39'03" EAST, A DISTANCE OF 387.09 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF LARIMER COUNTY ROAD 44;
THENCE ACROSS SAID RIGHT-OF-WAY, NORTH 00°03'02" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF LARIMER COUNTY ROAD 44;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°56'58" EAST, A DISTANCE OF 95.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1/ WELD COUNTY ROAD 13;
THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°12'08" WEST, A DISTANCE OF 1041.11 FEET;
THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°47'52" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF WELD COUNTY ROAD 13;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°12'08" EAST, A DISTANCE OF 1059.34 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF WELD COUNTY ROAD 80;
THENCE ALONG SAID RIGHT-OF-WAY, NORTH 86°06'41" EAST, A DISTANCE OF 567.27 FEET;
THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 03°48'20" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF WELD COUNTY ROAD 80;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 86°06'41" WEST, A DISTANCE OF 600.97 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER;
THENCE ALONG SAID SECTION LINE NORTH 00°28'04" WEST, A DISTANCE OF 0.05 FEET TO A POINT ON THE SOUTH LINE OF LARIMER COUNTY ROAD 44;
THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF LARIMER COUNTY ROAD 44, NORTH 89°56'58" WEST, A DISTANCE OF 83.03 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1 TO THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 141,029 SQ.FT. OR 3.24 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.

Annex 5

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST/ SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST/ SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND NO. 6 REBAR WITH 3 1/4" ALUMINUM CAP, "2001 T7N R68W S13/S18/S24/S19 JONES LS 22098 KING SURVEYORS INC"; THENCE NORTH 42°57'17" EAST, A DISTANCE OF 43.86 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 13 AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°12'08" WEST, A DISTANCE OF 1059.34 FEET;
THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 89°47'52" WEST, A DISTANCE OF 80.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1;
THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°12'08" WEST, A DISTANCE OF 1357.58 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 22°53'58" EAST, A DISTANCE OF 127.43 FEET;
THENCE SOUTH 15°09'58" EAST, A DISTANCE OF 116.18 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF WELD COUNTY, RECORDED JULY 28, 2016 AT RECEPTION NO. 4222851;
THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF TRACT 1 & 2 OF SE-647 AS DESCRIBED IN THE RECORDS OF WELD COUNTY, RECORDED ON JULY 31, 1997 AT REC NO. 2560698, NORTH 86°14'35" EAST, A DISTANCE OF 1502.31 FEET;
THENCE ALONG THE EAST LINE OF SAID TRACT 2, NORTH 33°50'35" EAST, A DISTANCE OF 78.27;
THENCE NORTH 08°21'35" EAST, A DISTANCE OF 106.50 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 86°14'35" EAST, A DISTANCE OF 824.14 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18;
THENCE ALONG SAID EAST LINE, SOUTH 00°21'14" EAST, A DISTANCE OF 2582.42 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF WELD COUNTY ROAD 80;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 86°06'41" WEST, A DISTANCE OF 2393.44 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 6,023,856 SQ FT, OR 138.29 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.

Annex 6

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST/ NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST; NORTHWEST CORNER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST, BEING A FOUND NO. 6 REBAR WITH 3 1/4" ALUMINUM CAP, "2001 T7N R68W R67W S13/S18/S24/S19 JONES LS 22098 KING SURVEYORS INC"; THENCE NORTH 42°57'17" EAST, A DISTANCE OF 43.86 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 80; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 86°06'41" EAST, A DISTANCE OF 567.27 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 86°06'41" EAST, A DISTANCE OF 1826.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST; THENCE ALONG SAID EAST LINE, SOUTH 00°21'14" EAST, A DISTANCE OF 30.06 FEET TO THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST; NORTH QUARTER CORNER SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "T7N R67W 1/4 S18 S19 1996 PLS10855 IN RANGE BOX; THENCE ALONG THE EAST LINE OF NORTHWEST QUARTER OF SECTION 19, SOUTH 00°07'16" WEST, A DISTANCE OF 1506.43 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 89°10'40" WEST, A DISTANCE OF 1610.47 FEET;

THENCE NORTH 34°35'20" WEST, A DISTANCE OF 220.63 FEET; THENCE NORTH 03°48'20" WEST, A DISTANCE OF 1256.89 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 2,629,090 SQ.FT. OR 60.36 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.
Annex 7

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND PARCELS OF LAND LOCATED IN THE EAST HALF OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST/ WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP "2001 T7N R68W R67W 1/4 S13 S18 JONES LS 22098 KING SURVEYORS INC"; THENCE SOUTH 00°12'08" EAST, A DISTANCE OF 77.40 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 22°53'58" WEST, A DISTANCE OF 127.43 FEET;
THENCE NORTH 04°26'39" EAST, A DISTANCE OF 611.94 FEET;
THENCE SOUTH 04°24'41" EAST, A DISTANCE OF 414.56 FEET;
THENCE SOUTH 00°12'08" EAST, A DISTANCE OF 191.51 FEET;
THENCE NORTH 15°09'58" WEST, A DISTANCE OF 116.18 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 22,623 SQ.FT. OR 0.52 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.

Annex 8

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND PARCELS OF LAND LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST/ WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP "2001 T7N R68W R67W 1/4 S13 S18 JONES LS 22098 KING SURVEYORS INC"; THENCE SOUTH 14°12'23" WEST, A DISTANCE OF 200.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1 AND THE POINT OF BEGINNING;

THENCE NORTH 00°12'08" WEST, A DISTANCE OF 194.77 FEET;
 THENCE NORTH 00°15'41" WEST, A DISTANCE OF 2208.91 FEET;
 THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 10°43'44" EAST, A DISTANCE OF 262.27 FEET;
 THENCE SOUTH 06°49'28" EAST, A DISTANCE OF 262.47 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF WELD COUNTY ROAD 13;
 THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°15'41" EAST, A DISTANCE OF 2203.99 FEET;
 THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 04°24'40" WEST, A DISTANCE OF 414.56 FEET;
 THENCE, SOUTH 04°26'39" WEST, A DISTANCE OF 611.94 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 175,161 SQ.FT. OR 4.02 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.

Annex 9

A PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7 & 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & 13, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST AND THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST TO BEAR NORTH 00°21'04" WEST, A DISTANCE OF 2651.92 FEET BETWEEN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ SOUTHEAST QUARTER CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2006 T7N S12/S7 R68W R67W S13/S18 LUND LS 34995 KING SURVEYORS INC." AND THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ EAST QUARTER CORNER OR SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2000 T7 R68W R67W 1/4 S12 S7 JONES LS 22098 KING SURVEYORS INC", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST / SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2006 T7N S12/S7 R68W R67W S13/S18 LUND LS 34995 KING SURVEYORS INC."; THENCE SOUTH 00°15'41" EAST, A DISTANCE OF 171.27 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 10°43'44" WEST, A DISTANCE OF 262.27 FEET TO A POINT OF THE WESTERLY LINE OF LARIMER COUNTY ROAD 1;
THENCE ALONG SAID LINE, NORTH 00°15'41" WEST, A DISTANCE OF 428.92 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13/SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12;
THENCE ALONG SAID LINE, SOUTH 89°57'35" WEST, A DISTANCE OF 29.99 FEET TO A POINT OF THE WESTERLY RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1;
THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°21'04" WEST, A DISTANCE OF 565.33 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 19°58'04" EAST, A DISTANCE OF 230.35 FEET;
THENCE SOUTH 08°30'02" EAST, A DISTANCE OF 211.65 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF WELD COUNTY ROAD 13;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°21'04" EAST, A DISTANCE OF 364.88 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 46°12'50" EAST, A DISTANCE OF 139.15 FEET;
THENCE SOUTH 03°41'50" EAST, A DISTANCE OF 140.05 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF HIGHWAY 14;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 86°18'10" WEST, A DISTANCE OF 108.28 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF WELD COUNTY ROAD 13;
THENCE SOUTH 00°15'41" EAST, A DISTANCE OF 396.41 FEET;
THENCE NORTH 06°49'28" WEST, A DISTANCE OF 262.47 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 117,955 SQ.FT. OR 2.71 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.

Annex 10

A PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST AND THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST TO BEAR NORTH 00°21'04" WEST, A DISTANCE OF 2651.92 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2006 T7N S12/S7 R68W R67W S13/S18 LUND LS 34995 KING SURVEYORS INC." AND THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ EAST QUARTER CORNER OR SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2000 T7 R68W R67W 1/4 S12 S7 JONES LS 22098 KING SURVEYORS INC", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2006 T7N S12/S7 R68W R67W S13/S18 LUND LS 34995 KING SURVEYORS INC."; THENCE NORTH 00°21'04" WEST, A DISTANCE OF 781.78 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 19°58'04" WEST, A DISTANCE OF 230.35 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1;
THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°21'04" WEST, A DISTANCE OF 689.71 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 10°34'37" EAST, A DISTANCE OF 421.93 FEET;
THENCE SOUTH 03°19'37" EAST, A DISTANCE OF 577.92 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF WELD COUNTY ROAD 13;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°21'04" EAST, A DISTANCE OF 520.36 FEET;
THENCE NORTH 08°30'02" WEST, A DISTANCE OF 211.66 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 84,224 SQ.FT. OR 1.93 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.

Annex 11

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST AND THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST TO BEAR NORTH 00°21'04" WEST, A DISTANCE OF 2651.92 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2006 T7N S12/S7 R67W R68W S13/S18 LUND LS 34995 KING SURVEYORS INC." AND THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ EAST QUARTER CORNER OR SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2000 T7 R68W R67W 1/4 S12 S7 JONES LS 22098 KING SURVEYORS INC", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT SAID WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST; THENCE NORTH 86°19'03" EAST, A DISTANCE OF 30.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF WELD COUNTY ROAD 13; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°21'04" EAST, A DISTANCE OF 1561.05 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 03°19'37" WEST, A DISTANCE OF 577.92 FEET;

THENCE SOUTH 10°34'37" WEST, A DISTANCE OF 421.93 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF LARIMER COUNTY ROAD 1;

THENCE NORTH 00°21'04" WEST, A DISTANCE OF 689.71 FEET;

THENCE SOUTH 85°41'45" EAST, A DISTANCE OF 50.15 FEET;

THENCE NORTH 00°21'04" WEST, A DISTANCE OF 710.84 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 89°43'27" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
THUS DESCRIBED TRACT CONTAINS 97,849 SQ. FT. OR 2.25 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.

Annex 12

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST AND THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST TO BEAR NORTH 00°21'04" WEST, A DISTANCE OF 2651.92 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2006 T7N S12/S7 R68W R67W S13/S18 LUND LS 34995 KING SURVEYORS INC." AND THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ EAST QUARTER CORNER OR SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, "2000 T7 R68W R67W 1/4 S12 S7 JONES LS 22098 KING SURVEYORS INC", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST/ EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 68 WEST; THENCE NORTH 86°19'03" EAST, A DISTANCE OF 30.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF WELD COUNTY ROAD 13 TO THE POINT OF BEGINNING;

THENCE NORTH 86°19'03" EAST, A DISTANCE OF 2358.29 FEET TO THE CENTER QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST;
THENCE SOUTH 00°51'37" EAST, A DISTANCE OF 2649.68 FEET TO THE SOUTH QUARTER CORNER OF SECTION 7/ NORTH QUARTER CORNER SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST;
THENCE SOUTH 00°21'03" EAST, A DISTANCE OF 59.79 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF HIGHWAY 14;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 87°11'42" WEST, A DISTANCE OF 1413.09 FEET;
THENCE SOUTH 86°18'10" WEST, A DISTANCE OF 859.48 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 03°41'50" WEST, A DISTANCE OF 140.05 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF HIGHWAY 14;
THENCE ALONG SAID RIGHT-OF-WAY, NORTH 87°36'33" EAST, A DISTANCE OF 1398.40 FEET;
THENCE NORTH 00°21'04" WEST, A DISTANCE OF 499.77 FEET;
THENCE SOUTH 86°17'40" WEST, A DISTANCE OF 1499.95 FEET;
THENCE NORTH 00°21'04" WEST, A DISTANCE OF 2081.40 FEET TO THE POINT OF BEGINNING;

THUS DESCRIBED TRACT CONTAINS 5,641,128 SQ.FT. OR 129.50 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS EXISTING AND/OR OF PUBLIC RECORD.
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF TIMNATH, COLORADO AND THE CITY OF THORNTON, COLORADO

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into effective the 11th day of October, 2011, by and between Town of Timnath, a Colorado municipal corporation ("Town") and the City of Thornton, a Colorado municipal corporation ("Property Owner"), collectively (the "Parties") and is made concerning the real property described on Exhibits A1 through A3, attached hereto and incorporated herein by reference ("the Property"), and generally known as the City of Thornton Properties, as well as the Thornton Water Project.

WITNESSETH:

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the Property consists of approximately 323 acres, more or less, consisting of three separate properties located north of Timnath and generally east of and adjacent to Latham Parkway (LCR1/WCR13) as illustrated on Exhibit B1; and

WHEREAS, Property Owner plans to install, construct, operate and maintain a water pipeline, generally referred to as the Thornton Water Project and appurtenances thereto ("the Pipeline"); and

WHEREAS, it is beneficial to the Town to have the Property annexed, and it is beneficial to the Town and Property Owner for Property Owner to install, construct, operate and maintain the Pipeline in Town right-of-way; and

WHEREAS, the parties acknowledge that other Thornton-owned properties are within Timnath’s Growth Management Area and may annex to Timnath in the future.

WHEREAS, it is the intent of the Parties that this Agreement contains all the rights and obligations of the Parties which shall be performed by the Parties with respect to annexation of the Property and installation, construction, operation and maintenance of the Pipeline in Town right-of-way.

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

AGREEMENT

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

2. Use of Town Right-of-Way for Pipeline. Town will permit Property Owner to install, construct, operate and maintain the Pipeline in any Town controlled right-of-way, which exists as of the date of this Agreement or which may subsequently be acquired by Town, on or along County Line Road 1/Latham Parkway as shown on the corridor map attached hereto as Exhibit B2.

   a. Upon request by Property Owner, Town will timely grant or process any necessary permits or other approvals for installation, construction, operation and maintenance of the Pipeline through an administrative process unless otherwise required. Property Owner will pay customary fees or costs for necessary permits or approvals.

   b. In Town-controlled property, Town will convey to Property Owner, at no cost to Property Owner, the necessary easements for installation, construction, operation and maintenance of the Pipeline in Town controlled right-of-way.

   c. Additional terms for this use of Town right-of-way are as follows:

      i. Property Owner and Town will mutually agree on the location of said Pipeline within the right-of-way.

      ii. Property Owner will be responsible for road and pavement repairs and/or replacements necessitated by said Pipeline installation, construction, operation and maintenance.

      iii. Property Owner shall be responsible for the cost of relocating others’ (including but not limited to service providers and Town) infrastructure that is required by the construction of the Pipeline.

      iv. Town will require any relocation or modification of the Pipeline at others’ costs when it is required by others’ projects except where existing easements require otherwise.

      v. The Parties agree to coordinate with each other when work or maintenance is expected to be performed on the Pipeline or in the right-of-way that may impact the other party.

   d. Town will regulate other uses of or changes to the right-of-way to ensure:

      i. A minimum of a 10’ (ten foot) horizontal separation from the centerline of the Pipeline and an 18” (eighteen inch) vertical separation of the Pipeline and future utilities. Additional separation may be appropriate in some circumstances and will be mutually agreed to by Town’s Engineer and
Property Owner's Engineer.

ii. The Parties will mutually agree on appropriate separations from Pipeline appurtenances to be determined on a case by case basis.

iii. Town will require a minimum 4' (four foot) cover over the Pipeline for any and all work in the right-of-way. The Parties will share any master plan information on right-of-way or Pipeline cross sections and grades to assure compatibility.

iv. Town will not allow any tree or shrub planting or permanent structure that would impact Property Owner's ability to operate and maintain the Pipeline.

v. Town will require coordination with Property Owner when the uses of the Town right-of-way by third parties may impact the Pipeline.

3. Annexation of Property. The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including adjacent right-of-way, as shown on the annexation maps attached hereto as Exhibits C1 - C12. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the "Act"), the Town Code and all applicable laws, and this Agreement. Property Owner agrees that it will not withdraw the annexation petition for the Property once it has been filed with Town.

4. Application of Town Laws - Town Services. Except as expressly provided herein, all Town ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Property, upon annexation. Upon annexation, Town shall provide all customary municipal services to the Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout Town.

5. Zoning and Development of the Property. The Property will be zoned AG-Agriculture. If Property Owner, successors or assigns develops the Property, such development will be in accordance with a site specific development plan to be subsequently approved by Town. The Property, or any portion thereof, may be rezoned or the site-specific development plan amended with the consent of Town and Property Owner, but without amending or modifying this Agreement. The Parties acknowledge Property Owner currently has no plans to develop the Property and shall be permitted to maintain all existing uses including its use for agricultural purposes and retain AG-Agriculture zoning until such time as development is sought and approved for the Property.

6. Provisions Related to Use of the Property and Adjoining Right-of-Way. The annexation of the Property is a benefit to both Town and Property Owner. Additional terms for this Agreement and to achieve this mutual benefit are provided as follows:

   a. Town will not charge Property Owner any fees typically associated with the annexation or zoning of property, and will not require Property Owner to enter
into Fee Agreements for development review, annexation or zoning of the Property.

b. Town has prepared, and will not require the Property Owner to prepare, an Annexation Assessment Report, an Annexation Impact Report, to the extent required by Colorado law, and a narrative addressing all items required by the Town’s annexation process, including the conformance of the annexation with the Town’s Comprehensive Plan. Town will not require Property Owner to provide a zoning map of the Property, or a zoning amendment map amending the official Town zoning map.

c. Town has obtained, and will not require the Property Owner to obtain, letters of support from special districts agreeing to service the Property.

d. Town indefinitely suspends the requirement for a Concept Plan and Concept Plan Map, and the requirements for lists of known hazards and environmental issues.

e. Town indefinitely suspends the requirement for a Surrounding and Interested Property Ownership Report.

f. Town indefinitely suspends the requirement for a Water Rights Report.

g. Town will not require any infrastructure improvements except the dedication of additional right-of-way as illustrated on the Annexation Maps in Exhibits C1 – C12 until such time as the Property develops or changes use. Property Owner will dedicate additional right-of-way as illustrated on the Annexation Maps in Exhibits C1 – C12 at no cost to Town.

h. Property Owner hereby grants Town a right of first refusal to purchase the Property at market value.

7. **Water Utilities.** Property Owner shall obtain water service for the Property from North Weld County Water District when developed.

8. **Sanitary Sewer Utilities.** Property Owner shall obtain sewer service for the Property from Boxelder Sanitation District when developed.

9. **Utilities and Infrastructure.** The Parties recognize that Town does not provide infrastructure to serve the Property and Property Owner will be responsible for extending all utilities and streets to serve the Property when developed. Failure of Property Owner to obtain utilities or provide streets to the Property, except by action of Town to prevent installation of such infrastructure, shall not be grounds for disconnection.

10. **Water and Water Rights.** Property Owner acknowledges that Property Owner shall be required to meet Town Code requirements for irrigation of common areas, open space areas, and parks when the Property is developed except as otherwise set forth herein. Except as required to obtain water service for the Property per Paragraph 7 above when developed, Property Owner shall not be required to provide to Town or any district any water or water
rights, well or well rights, reservoir or storage rights, stock in mutual ditch and irrigation companies, or any other water or water rights for annexation of the Property, use or development of the Property, or installation, construction, operation or maintenance of the Pipeline.

11. **Fire Protection Services.** Property Owner acknowledges and represents that Property is already located within the Poudre Valley Fire Protection District.

12. **Coordination with Adjacent Properties.** Property Owner shall coordinate with owners of properties within Town adjacent to the Property to provide pedestrian and vehicular access between the Property and the adjacent properties as may be necessary to implement Town’s current transportation plan when the Property is developed.

13. **Covenants Run With the Property.** This Agreement shall be recorded in the real estate records of Larimer County and Weld County and constitute a covenant running with the Property.

14. **Burdens and Benefits.** The burdens and benefits of this Agreement shall bind and inure to the benefit of the Parties, all estates and interests in the Property and in the Pipeline, and all successors or assigns of the Parties, except as may be otherwise expressly provided in this Agreement.

15. **Infrastructure Standards.** The Parties acknowledge and agree that Town Code and Town’s then-existing design and construction standards shall be applicable to all future construction of items on the Property historically considered to be public in nature, including generally, water lines (except the Pipeline as provided herein), sewer lines, streets, drainage improvements, park improvements, traffic safety and control devices, etc. common to similar developments in Town.

16. **Breach by Property Owner - Town's Remedies.** In the event of a breach of any of the terms and conditions of this Agreement related to the Property by Property Owner, and until such breach is corrected, Town may take such actions as are permitted and/or authorized by the ordinances of Town, this Agreement, and/or other law, as Town reasonably deems necessary in order to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of Town from undue hardship and undue risk. These remedies include, but are not limited to:

   a. The refusal to issue any building permit;

   b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

   c. Refusal to accept further land use applications for the Property;

   d. Disconnection of the Property from Town;

   e. Specific performance of this Agreement;
f. Placement of a lien on the Property to be collected with the property taxes;

g. Any other remedy available at law or in equity.

Unless necessary to protect the immediate health, safety and welfare of Town, Town shall provide Property Owner ninety (90) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of such Property Owner. If during such ninety (90) day period Property Owner commences to cure the breach described in the notice and proceeds reasonably thereafter to cure the breach, any action taken by Town to enforce this Agreement shall be discontinued and no further action shall be taken by Town to the extent that Property Owner diligently pursues the cure to completion.

17. Breach by Town: Property Owner’s Remedies. Property Owner shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a material breach of this Agreement by Town, including but not limited to specific performance and the right to seek statutory disconnection for a material breach which substantially impairs Property Owner’s ability to develop the Property or install, construct, operate and maintain the Pipeline in Town right-of-way.

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

19. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices so given shall be considered effective on the date of delivery or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

Notice to Town:  
Town of Timnath  
4800 Goodman Street  
Timnath, Colorado 80547  
Telephone: (970) 224-3211

with copy to:  
Robert Rogers, Esq.  
White, Bear & Ankele Professional Corporation  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122
Notice to Property Owner:
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
Telephone: 303-538-7200

with a copy to:
City Attorney
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
Telephone: 303-538-7210

20. **Assignment.** Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Property or Pipeline to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Property Owner without the consent of Town. The terms “controlling,” “controlled by,” or “under common control with,” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise. Property Owner shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Property or Pipeline to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written notice to Town. Upon such notice and written assumption of the obligations of Property Owner by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Property Owner which have been assigned or transferred arising after the date such duties and obligations are assumed by the Assignee.

21. **Authority to Execute Documents.** This Agreement must be mutually approved by Thornton’s City Council and Timnath’s Town Council. Thornton City Council’s approval of this Agreement will authorize the Thornton City Manager to execute Town’s annexation application and petition or other documents as needed to allow Town to process the application as long as the documents are consistent with the terms of this Agreement. Timnath’s Town Council’s approval of this Agreement will authorize the Timnath Town Manager or his designee to execute all documents necessary for annexation of the Property, and all documents necessary to allow the installation, construction, operation and maintenance of the Pipeline in Town right of way, including, but not limited to all easements, permits and licenses, as long as the documents are consistent with the terms of this Agreement.

22. **Title and Authority.** Property Owner warrants and represents to Town that it is the record owner of the Property, except for county roads shown on the annexation map. The person signing this Agreement on behalf of Property Owner and Town represent and warrant that he or she has full power and authority to enter into this Agreement on behalf of Property Owner
and Town. Town and Property Owner understand that each is relying on such representations and warranties in entering into this Agreement.

23. **Colorado Governmental Immunity Act.** The Parties hereto understand and agree that they are relying on, and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the parties, their officers, or employees.

24. **Entire Agreement - Amendments.** This Agreement embodies the whole agreement of the Parties with respect to the annexation of the Property to Town and development of the Property and Pipeline within Town. There are no promises, terms, conditions, or obligations other than those contained herein, which shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended only by written agreement between Property Owner and Town. In the event that the Property is subdivided and lots are sold to different individuals in the future, this Agreement may be amended by agreement between Property Owner and Town, without consent of such lot owners to the extent such amendment does not adversely affect such other lot owners in a material manner.

25. **Severability.** If any part, term, or provision of the annexation or zoning of the Property or any portion of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, declared void or in conflict with any law of the State of Colorado by final court action, meaning that no appeal can be made or the time to appeal has expired, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any such defect. If such defect has affected the annexation or zoning of the Property, after cure, Town shall reinstitute and complete proceedings to annex and zone the Property according to the terms of this Agreement and to otherwise carry out the terms and provisions hereof. If necessary, Property Owner agrees to reapply for annexation after such cure. If such defect has affected the ability of Property Owner to install, construct or maintain the Pipeline in Town right-of-way, after cure, the Parties agree to take such steps as are necessary to allow installation of the Pipeline in Town right-of-way in accordance with the terms of this Agreement.

26. **Effective Date-Termination.** This Agreement shall be effective and binding upon both Parties as of the date set forth above but shall not affect the effective date of the ordinance annexing the Property to Town. The annexation and zoning provisions in this Agreement shall be terminated and considered null and void on the date of disconnection if the Property is subsequently disconnected from Town. The provisions of this Agreement providing for the installation, construction, operation and maintenance of the Pipeline shall not terminate if the Property is subsequently disconnected from the Town.

27. **Further Assurances.** The Parties agree to execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.
28. **No Duress.** The Parties agree that this Agreement is freely and voluntarily executed by them after an opportunity for each party to obtain legal advice.

29. **Execution and Counterparts.** This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of the Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

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

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

32. **Captions.** The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

33. **Approvals.** Whenever approval or acceptance of Town is necessary pursuant to any provisions of this Agreement, Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, intending to be legally bound hereby as of the date set forth above.

[Signature pages follow]
TOWN OF TIMNATH, COLORADO,
A Colorado Municipal Corporation

Bryan Voronin, Mayor Pro Tem

ATTEST:

Milissa Peters, Town Clerk

STATEN OF COLORADO )
) ss.
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 10th day of
October 2016, by Bryan Voronin, Mayor Pro Tem, Town of Timnath.

WITNESS my hand and official seal.

ALISA JO DAVIDSON
Notary Public
State of Colorado
Notary ID # 20164030241
My Commission Expires 08-08-2020

Notary Public
My Commission expires: 8-6-2020
PROPERTY OWNER:                                  CITY OF THORNTON, COLORADO,
                                                   A Colorado Municipal Corporation

                                               By: Jack Ethridge, City Manager

ATTEST:

Nancy A. Vincent, City Clerk

APPROVED AS TO FORM
Luis A. Corchado, City Attorney

STATE OF COLORADO)                          COUNTY OF ADAMS)
                      ) ss.

The foregoing instrument was acknowledged before me this 13th day of
October 2016, by Jack Ethridge, City Manager, City of Thornton.

WITNESS my hand and official seal.

CRYSTAL MESSICK
Notary Public
My Commission expires: 08/12/2017
EXHIBIT A-1

Lot "B" of Recorded Exemption No. 0705-07-3-RE 946, recorded November 26, 1986, in Book 1136, as Reception No. 2078604, being located within the following described property:
The SW¼ of Section 7, Township 7 North, Range 67 West of the 6th P.M.
EXCEPTING THEREFROM a parcel of land conveyed to State Department of Highways, Division of Highways, State of Colorado by Deed recorded December 17, 1986, in Book 1138, as Reception No. 2080897, being more particularly described as follows:
Beginning at a point on the East line of Weld County Road 13 (April 1986), from which the Southwest corner of Section 7 bears South 08°10'25" West, a distance of 210.06 feet;
1. Thence S. 46°12'50" E., a distance of 138.49 feet;
2. Thence N. 87°36'33" E., a distance of 2,284.32 feet, to a point on the East line of the SW¼ of Section 7;
3. Thence S. 0°01'34" E., along said East line, a distance of 34.75 feet to a point on the North right of way line of S.H. 14 (April 1986);
4. Thence S. 86°49'27" W., along said North line, a distance of 801.90 feet;
5. Thence S. 87°32'27" W., continuing along said North right of way line, a distance of 1,407.20 feet;
6. Thence continuing along said North right of way line along the arc of a curve to the right having a radius of 11,460.00 feet, a distance of 175.73 feet (the chord of this arc bears S. 88°22'53" W., a distance of 175.72 feet) to a point on the East right of way line of said County Road 13;
7. Thence N. 0°02'13" W., along said East line, a distance of 145.06 feet, more or less, to the point of beginning.
Exhibit A-2

Farm 114

The SW¼ of Section 18, in Township 7 North, of Range 67 West of the 6th P.M., Weld County, Colorado.

EXCEPTING THEREFROM The James Lake Reservoir, as conveyed to The Colorado Development Company by Trustee's Deed recorded June 17, 1898 in Book 133 at Page 72.

ALSO EXCEPT all that portion as conveyed to The Fort Collins Development Railway Company by Warranty Deed recorded November 20, 1907 in Book 269 at Page 253, described as follows:

A strip of land 25 feet in width on the South side of the center line of the railroad of said Company as surveyed and located over and across the SW¼ of Section 18, in Township 7 North, of Range 67 West of the 6th P.M. The intention of this conveyance being to grant the North 25 feet of said quarter Section along (the entire length thereof.

ALSO EXCEPT all that portion as conveyed to The Great Western Sugar Company by Warranty Deed recorded July 28, 1934 in Book 963 at Page 299, described as follows:

Commencing at a point 25 feet south of the northwest corner of the SW¼ of Section 18, Township 7 North, Range 67 West of the 6th P.M.;

thence North 86°15' East, 1124 feet;
thence South 70°05' West, 597.2 feet;
thence South 86°15' East, 561.4 feet;
thence North 166.5 feet to the POINT OF BEGINNING.

ALSO EXCEPT all that portion as conveyed to The Great Western Sugar Company by Warranty Deed recorded July 14, 1939 in Book 1047 at Page 495, described as follows:

That certain tract of land situated in the N½ of the SW¼ of Section 18, Township 7 North, of Range 67 West of the 6th P.M., and being more particularly described as follows, to-wit:
Beginning at a point 25 feet South and North 86° 15' East 1124 feet from the Northwest corner of the said SW¼ of said Section 18, which said point is also the Northeast corner of that certain tract of land heretofore conveyed by deed recorded in Book 963 at Page 299, Weld County Records;

thence on the South right of way line of the railroad of The Colorado and Southern Railway Company's Black Hollow Branch as now located North 86° 15' East 466.6 feet to a point;
thence South 8° 22' West 106.5 feet to a point;
thence South 33° 51' West 82 feet to a point;
thence South 86° 15' West 967.5 feet to a point, which said last mentioned point is also the Southeast corner of that certain tract of land heretofore conveyed by deed recorded in Book 963 at Page 299, Weld County Records;
thence North 70° 05' East on the Easterly line of said tract of land heretofore conveyed by deed recorded in Book 963 at Page 299, Weld County Records, 597.2 feet to the point of beginning.
A Parcel of land situated in the NW¼ of Section 19, Township 7 North, Range 67 West of the 6th P.M., being more particularly described as follows:
Considering the North line of said NW¼ as bearing East and with all bearings contained herein and relative thereto:
BEGINNING at the Northwest corner of said Section 19;
thence along the North line of said NW¼ East 599.22 feet to the TRUE POINT OF BEGINNING:
thence South 1226.02 feet to a point 9.00 feet North of an existing fence line;
thence parallel with and 9.00 feet North of said fence line South 30°47'00" East 220.63 feet;
thence again parallel with and 1.00 feet North of said fence South 87°01' East 1610.60 feet to the East line of said NW¼;
thence along said East line North 03°56'37" East 1502.94 feet to the North line of said NW¼;
thence along said North line West 1824.69 feet to the TRUE POINT OF BEGINNING.
WCR 13 PLUS ANNEXATION NO. 1
TO THE TOWN OF TIMNATH
PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 19,
TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO AND
PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF LARIMER, STATE OF COLORADO
TOTAL AREA = 4,444 28 FT. 0.010 ACRES, MORE OR LESS
SHEET 1 OF 1

CERTIFICATE OF OWNERSHIP

This is to certify that the City of Timnath, State of Colorado, is the legal owner of the property described herein.

Surveyor's Certificate

I hereby certify that the survey described herein was conducted by [Surveyor's Name], P.E., in compliance with the requirements of the Colorado Revised Statutes, Section 38-31-129.

Planning Commission Approval

This annexation was approved by the Planning Commission of the Town of Timnath on [Date].

Approval of Town Council

This annexation was approved by the Town Council of the Town of Timnath on [Date].

WELD COUNTY CLERK AND RECORDER'S CERTIFICATE

The annexation described herein has been recorded in the office of the Weld County Clerk and Recorder.

LARIMER COUNTY CLERK AND RECORDER'S CERTIFICATE

The annexation described herein has been recorded in the office of the Larimer County Clerk and Recorder.

Legend

- [Description of symbols used in the diagram]

COMPANY INFORMATION

[Details of company information]

WORKING COPY ONLY. ONLY THIS VERSION WILL HAVE STAMP AND NOTARIZE
WCR 13 PLUS ANNEXATION NO. 7
TO THE TOWN OF TIMNATH
PARCELS OF LAND LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67
WEST OF THE 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO
AND
PARCELS OF LAND LOCATED IN THE EAST HALF OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68
WEST OF THE 6TH P.M.
COUNTY OF LARIMER, STATE OF COLORADO
TOTAL AREA = 22,429 SQ. FT. OR 0.52 ACRES, MORE OR LESS

CERTIFICATE OF OWNERSHIP

SURVEY NO. 13164000
FILED BY:
NEAL K. REPRESENTEIN, R.P.
SURVEYOR
4200 DUSK CO. ROAD, SUITE 200
DENVER, CO 80210
PHONE: 303-931-7900
FAX: 303-931-7900

NOTE:
1. The surveying work was done by Neal K. Representein, R.P., Surveyor, in a systematic manner, in proper sequence, in strict conformity with the principles of surveying and the provisions of the Uniform Surveying Law of Colorado. All work was done under the supervision of Neal K. Representein, R.P., Surveyor, and the results thereof are true and correct, to the best of my knowledge and belief.

2. This certificate is issued in accordance with the provisions of the Uniform Surveying Law of Colorado, and is signed by the surveyor, who is registered and licensed to practice as a registered professional surveyor in the State of Colorado.

3. The survey was made in strict compliance with the Uniform Surveying Law of Colorado, and all work was done under the supervision of the surveyor, who is registered and licensed to practice as a registered professional surveyor in the State of Colorado.

4. The survey was made in strict compliance with the Uniform Surveying Law of Colorado, and all work was done under the supervision of the surveyor, who is registered and licensed to practice as a registered professional surveyor in the State of Colorado.

5. The survey was made in strict compliance with the Uniform Surveying Law of Colorado, and all work was done under the supervision of the surveyor, who is registered and licensed to practice as a registered professional surveyor in the State of Colorado.

6. The survey was made in strict compliance with the Uniform Surveying Law of Colorado, and all work was done under the supervision of the surveyor, who is registered and licensed to practice as a registered professional surveyor in the State of Colorado.

SURVEYOR'S CERTIFICATE

SURVEY NO. 13164000
FILED BY:
NEAL K. REPRESENTEIN, R.P.
SURVEYOR
4200 DUSK CO. ROAD, SUITE 200
DENVER, CO 80210
PHONE: 303-931-7900
FAX: 303-931-7900

NOTE:
1. The surveying work was done by Neal K. Representein, R.P., Surveyor, in a systematic manner, in proper sequence, in strict conformity with the principles of surveying and the provisions of the Uniform Surveying Law of Colorado. All work was done under the supervision of Neal K. Representein, R.P., Surveyor, and the results thereof are true and correct, to the best of my knowledge and belief.

2. This certificate is issued in accordance with the provisions of the Uniform Surveying Law of Colorado, and is signed by the surveyor, who is registered and licensed to practice as a registered professional surveyor in the State of Colorado.

3. The survey was made in strict compliance with the Uniform Surveying Law of Colorado, and all work was done under the supervision of the surveyor, who is registered and licensed to practice as a registered professional surveyor in the State of Colorado.

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6. The survey was made in strict compliance with the Uniform Surveying Law of Colorado, and all work was done under the supervision of the surveyor, who is registered and licensed to practice as a registered professional surveyor in the State of Colorado.
RESOLUTION

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF TIMNATH, COLORADO AND THE CITY OF THORNTON, COLORADO AND DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF THORNTON AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSITION.

WHEREAS, the City of Thornton (Thornton) plans to install, construct, operate and maintain a water pipeline, generally referred to as the Thornton Water Project (Project) to deliver water supplies to Thornton; and

WHEREAS, County Line Road (aka Latham Parkway, Larimer County Road 1, or Weld County Road 13) was identified through discussions with the Town of Timnath (Timnath) as the preferred Project corridor through Timnath’s growth area; and

WHEREAS, Timnath will permit Thornton to construct the Project in Timnath-controlled County Line Road right-of-way in exchange for Thornton annexing three Thornton-owned properties (Thornton Properties) adjacent to County Line Road; and

WHEREAS, annexing the Thornton Properties will extend the amount of Timnath-controlled County Line Road right-of-way available for Thornton’s use; and

WHEREAS, it is beneficial to Timnath to have the Thornton Properties annexed, and it is beneficial to Timnath and Thornton for Thornton to install, construct, operate, and maintain the Pipeline in Timnath-controlled County Line Road right-of-way; and

WHEREAS, an Intergovernmental Agreement (IGA) between the Town of Timnath, Colorado, and the City of Thornton, Colorado, a copy of which is attached hereto as Exhibit 1, to provide for annexation of the Thornton Properties, as described in the IGA, to Timnath and to install, construct, operate, and maintain the Pipeline in Timnath-controlled County Line Road right-of-way was unanimously approved in substantial form by Timnath’s Town Board, at an August 23, 2016, Timnath Town Board meeting; and

WHEREAS, Thornton has a property interest in the right-of-way, including future right-of-way, for County Line Road and Weld County Road 80 on the Thornton Properties; and

WHEREAS, Thornton has determined that this property interest is not required for use by Thornton, and Thornton has determined, in order to further the Project, that it is in its best interest to dedicate this property interest to Timnath; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. The City Council hereby approves the Intergovernmental Agreement (IGA) between the Town of Timnath and the City of Thornton, a copy of which is attached hereto and incorporated herein by this reference, and hereby directs the City Manager, on behalf of the City, to execute and the City Clerk to attest said IGA, or a modified IGA, as long as the modified IGA contains substantially the same terms and conditions as contained in the attached IGA.

2. That Thornton's property interest in the right-of-way, including future right-of-way, for County Line Road and Weld County Road 80 on the Thornton Properties are declared surplus property and may be dedicated to the Town of Timnath.

3. That the City Manager is hereby authorized to execute on behalf of Thornton: 1) the Town of Timnath's annexation application and petition or other documents as needed to allow the Town of Timnath to process the application as long as the documents are consistent with the terms of the IGA, or any other forms or documents necessary to fulfill the intent of the IGA; and 2) any forms or documents necessary to dedicate Thornton's property interest in the right-of-way, including future right-of-way, for County Line Road and Weld County Road 80 on the Thornton Properties to the Town of Timnath.

4. That the IGA shall not be in full force and effect until fully executed by both Thornton and the Town of Timnath and that full execution of the IGA is a condition precedent to dedication of Thornton's property interest in the right-of-way on the Thornton Properties to the Town of Timnath.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on October 11, 2018.

CITY OF THORNTON, COLORADO

[Signature]
Heidi K. Williams, Mayor

ATTEST:

[Signature]
Nancy A. Vincent, City Clerk
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

THE UNDERSIGNED, being "landowners" as defined in C.R.S. § 31-12-103(6), hereby Petition the Town of Timnath, Colorado (the "Town") for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."

2. It is desirable and necessary that the Property be annexed to the Town.

3. The following requirements of C.R.S. § 31-12-104 exist or have been met:
   a. Not less than 1/6th of the perimeter of the Property is contiguous with the Town.
   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the Town.

4. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
   d. The entire width of all streets and alleys to be included within the area annexed are included;
   e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district; and
   f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley,
inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

5. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the municipal boundary in the past 12 months.

6. The Petitioners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.

7. The Petitioners request that the Town Council approve the annexation of the Property.

8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-107(1)(d) and attached as Exhibit B.

9. The Petitioners may not withdraw this Petition once it has been filed.

10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

PETITIONER: THE CITY OF THORNTON
By: Jack Ethredge, City Manager/Utilities Director

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

Mailing Address:
City Manager
City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229
STATE OF COLORADO )
COUNTY OF ADAMS )

Subscribed and sworn to before me this 16th day of February, 2017, by Jack Ethredge, City Manager/Utilities Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: 10-05-2018

[Signature]
Notary Public

PATRICIA C. JOHNSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964027561
MY COMMISSION EXPIRES 10/05/2018
AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION
[Required for all petitions, including those signed by a single owner]

STATE OF COLORADO )
COUNTY OF ADAMS ) ss.

Mark Koleber, being first duly sworn states as follows:

a. I have circulated the foregoing Petition for Annexation to the Town of Timnath set forth herein.

b. I know the persons whose names are subscribed to the foregoing Petition on behalf of the Petitioners.

c. The signatures on the foregoing Petition were affixed in my presence and each signature is a true, genuine and correct signature of the person it purports to be.

d. To the best of my knowledge and belief, the persons whose names are affixed to the foregoing Petition are authorized to sign such document on behalf of Petitioners.

CIRCULATOR
Mark Koleber, Thornton Water Project Director

STATE OF COLORADO )
COUNTY OF ADAMS ) ss.

Subscribed and sworn to before me this 16th day of February, 2017, by Mark Koleber, Thornton Water Project Director, City of Thornton, Colorado.

Witness my hand and official seal.
My commission expires: 10-05-2018

Notary Public

PATRICIA C. JOHNSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984027561
MY COMMISSION EXPIRES 10/05/2018
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY PROPOSED FOR ANNEXATION

2. Covering the Land in the State of Colorado, County of Weld
   Described as:

   The SW 1/4 of Section 18, in Township 7 North, of Range 67 West
   of the 6th P.M., Weld County, Colorado.

   EXCEPTING THEREFROM The James Lake Reservoir, as conveyed to
   The Colorado Development Company by Trustee's Deed recorded
   June 17, 1898 in Book 133 at Page 72.

   ALSO EXCEPT all that portion as conveyed to The Fort Collins
   Development Railway Company by Warranty Deed recorded November
   20, 1907 in Book 269 at Page 253, described as follows:

   A strip of land 25 feet in width on the South side of the center
   line of the railroad of said Company as surveyed and located
   over and across the SW 1/4 of Section 18, in Township 7 North, of
   Range 67 West of the 6th P.M. The intention of this conveyance
   being to grant the North 25 feet of said quarter Section along
   the entire length thereof.

   ALSO EXCEPT all that portion as conveyed to The Great Western
   Sugar Company by Warranty Deed recorded July 26, 1934 in Book
   963 at Page 299, described as follows:

   Commencing at a point 25 feet south of the northwest corner of
   the SW 1/4 of Section 18, Township 7 North, Range 67 West of the 6th
   P.M.;
   thence North 86° 15' East, 1124 feet;
   thence South 70° 05' West, 597.2 feet;
   thence South 86° 15' East, 561.4 feet;
   thence North 166.5 feet to the POINT OF BEGINNING.

   ALSO EXCEPT all that portion as conveyed to The Great Western
   Sugar Company by Warranty Deed recorded July 14, 1939 in Book
   1047 at Page 495, described as follows:

   That certain tract of land situated in the N 1/4 of the SW 1/4 of
   Section 18, Township 7 North, of Range 67 West of the 6th P.M.,
   and being more particularly described as follows, to wit:
   Beginning at a point 25 feet South and North 86° 15' East 1124
   feet from the Northwest corner of the said SW 1/4 of said Section
   18, which said point is also the Northeast corner of that cer-
   tain tract of land heretofore conveyed by deed recorded in Book
   963 at Page 299, Weld County Records;
   thence on the South right of way line of the railroad of The
   Colorado and Southern Railway Company's Black Hollow Branch as
   now located North 86° 15' East 466.6 feet to a point;
   thence South 8° 22' West 106.5 feet to a point;
   thence South 33° 51' West 82 feet to a point;
   thence South 86° 15' West 967.5 feet to a point, which said
   last mentioned point is also the Southeast corner of that cer-
   tain tract of land heretofore conveyed by deed recorded in Book
   963 at Page 299, Weld County Records;
   thence North 70° 05' East on the Easterly line of said tract of
   land heretofore conveyed by deed recorded in Book 963 at Page 299,
   Weld County Records, 597.2 feet to the point of beginning.
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

THE UNDERSIGNED, being "landowners" as defined in C.R.S. § 31-12-103(6), hereby Petition the Town of Timnath, Colorado (the "Town") for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."

2. It is desirable and necessary that the Property be annexed to the Town.

3. The following requirements of C.R.S. § 31-12-104 exist or have been met:
   a. Not less than 1/6th of the perimeter of the Property is contiguous with the Town.
   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the Town.

4. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
   d. The entire width of all streets and alleys to be included within the area annexed are included;
   e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district; and
   f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley,
inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

5. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the municipal boundary in the past 12 months.

6. The Petitioners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.

7. The Petitioners request that the Town Council approve the annexation of the Property.

8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-107(1)(d) and attached as Exhibit B.

9. The Petitioners may not withdraw this Petition once it has been filed.

10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

PETITIONER: THE CITY OF THORNTON

By: Jack Ethredge, City Manager/Utilities Director

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

Senior Assistant City Attorney

Mailing Address:
City Manager
City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229
STATE OF COLORADO
COUNTY OF ADAMS

Subscribed and sworn to before me this 16th day of February, 2017, by Jack Ethredge, City Manager/Utilities Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: 10-05-2018
STATE OF COLORADO )
COUNTY OF ADAMS ) ss.

Mark Koleber, being first duly sworn states as follows:

a. I have circulated the foregoing Petition for Annexation to the Town of Timnath set forth herein.

b. I know the persons whose names are subscribed to the foregoing Petition on behalf of the Petitioners.

c. The signatures on the foregoing Petition were affixed in my presence and each signature is a true, genuine and correct signature of the person it purports to be.

d. To the best of my knowledge and belief, the persons whose names are affixed to the foregoing Petition are authorized to sign such document on behalf of Petitioners.

CIRCULATOR

Mark Koleber, Thornton Water Project Director

STATE OF COLORADO )
COUNTY OF ADAMS ) ss.

Subscribed and sworn to before me this 16\textsuperscript{th} day of February, 2017, by Mark Koleber, Thornton Water Project Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: \underline{10-05-2018}

Notary Public

PATRICIA C. JOHNSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984027561
MY COMMISSION EXPIRES 10/05/2018
EXHIBIT A
LEGAL DESCRIPTION OF
PROPERTY PROPOSED FOR ANNEXATION

A Parcel of land situated in the NWk of Section 19, Township 7
North, Range 67 West of the 6th P.M., being more particularly
described as follows:
Considering the North line of said NWk as bearing East and
with all bearings contained herein and relative thereto:
BEGINNING at the Northwest corner of said Section 19;
thence along the North line of said NWk East 599.22 feet
to the TRUE POINT OF BEGINNING;
thence South 1226.02 feet to a point 9.00 feet North of
an existing fence line;
thence parallel with and 9.00 feet North of said fence line
South 30°47' 00" East 220.63 feet;
thence again parallel with and 1.00 feet North of said fence
South 87°01' East 1610.60 feet to the East line of said NWk;
thence along said East line North 03°56'37" East 1502.94 feet
to the North line of said NWk;
thence along said North line West 1824.69 feet to the
TRUE POINT OF BEGINNING.
EXHIBIT B
ANNEXATION BOUNDARY MAP

[Attached]
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

THE UNDERSIGNED, being "landowners" as defined in C.R.S. § 31-12-103(6), hereby Petition the Town of Timnath, Colorado (the "Town") for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."

2. It is desirable and necessary that the Property be annexed to the Town.

3. The following requirements of C.R.S. § 31-12-104 exist or have been met:
   a. Not less than 1/6th of the perimeter of the Property is contiguous with the Town.
   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the Town.

4. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
   d. The entire width of all streets and alleys to be included within the area annexed are included;
   e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district; and
   f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley,
inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

5. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the municipal boundary in the past 12 months.

6. The Petitioners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.

7. The Petitioners request that the Town Council approve the annexation of the Property.

8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-107(1)(d) and attached as Exhibit B.

9. The Petitioners may not withdraw this Petition once it has been filed.

10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

PETITIONER: THE CITY OF THORNTON
By: Jack Ethredge, City Manager/Utilities Director

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

Senior Assistant City Attorney

Mailing Address:
City Manager
City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229
Subscribed and sworn to before me this 16th day of February, 2017, by Jack Ethredge, City Manager/Utilities Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: 10-05-2018

Notary Public

PATRICIA C. JOHNSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984027561
MY COMMISSION EXPIRES 10/05/2018
AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION
[Required for all petitions, including those signed by a single owner]

STATE OF COLORADO  )
                    ) ss.
COUNTY OF ADAMS    )

Mark Koleber, being first duly sworn states as follows:

a. I have circulated the foregoing Petition for Annexation to the Town of Timnath set forth herein.

b. I know the persons whose names are subscribed to the foregoing Petition on behalf of the Petitioners.

c. The signatures on the foregoing Petition were affixed in my presence and each signature is a true, genuine and correct signature of the person it purports to be.

d. To the best of my knowledge and belief, the persons whose names are affixed to the foregoing Petition are authorized to sign such document on behalf of Petitioners.

CIRCULATOR

[Signature]

Mark Koleber, Thornton Water Project Director

STATE OF COLORADO  )
                    ) ss.
COUNTY OF ADAMS    )

Subscribed and sworn to before me this 16th day of February, 2017, by Mark Koleber, Thornton Water Project Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: 10-05-2018

[Signature]

Notary Public

PATRICIA C. JOHNSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984027561
MY COMMISSION EXPIRES 10/05/2018
EXHIBIT A

LEGAL DESCRIPTION OF
PROPERTY PROPOSED FOR ANNEXATION

B 1139 REC 02081078 12/17/86 16:15 $6.00 2/002
F 0316 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

2. Covering the Land in the State of Colorado, County of Weld
Described as:

Lot "B" of Recorded Exemption No. 0705-07-3-RE 946, recorded
November 26, 1986, in Book 1136, as Reception No. 2078604,
being located within the following described property:
The SW¼ of Section 7, Township 7 North, Range 67 West of the
6th P.M.
EXCEPTING THEREFROM a parcel of land conveyed to State Department
of Highways, Division of Highways, State of Colorado by Deed rec-
corded December 17, 1986, in Book 1138, as Reception No. 2080897,
being more particularly described as follows:
Beginning at a point on the East line of Weld County Road 13 (April
1986), from which the Southwest corner of Section 7 bears South
08°10'.25" West, a distance of 210.06 feet;
1. Thence S. 46°12'.50" E., a distance of 138.49 feet;
2. Thence N. 87°36'.33" E., a distance of 2,284.32 feet, to a point
on the East line of the SW¼ of Section 7;
3. Thence S. 0°01'.34" E., along said East line, a distance of 34.75
feet to a point on the North right of way line of S.H. 14 (April
1986);
4. Thence S. 86°49'.27" W., along said North line, a distance of
801.90 feet;
5. Thence S. 87°32'.27" W., continuing along said North right of
way line, a distance of 1,407.20 feet;
6. Thence continuing along said North right of way line along the
arc of a curve to the right having a radius of 11,460.00 feet,
a distance of 175.73 feet (the chord of this arc bears S. 88°22'.53"
W., a distance of 175.72 feet) to a point on the East right
of way line of said County Road 13;
7. Thence N. 0°02'.13" W., along said East line, a distance of 145.06
feet, more or less, to the point of beginning.
THORNTON FARMS ANNEXATION NO. 3
TO THE TOWN OF TIMNATH

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND
PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF LAURIE, STATE OF COLORADO

TOTAL AREA = 128,853 SQ. FT. OR 2.96 ACRES, MORE OR LESS

PROPERTY DESCRIPTION

All Sexen by Public Notice from the City of Thornton, State of Colorado, on September 19, 2023, for the purpose of annexing the following described parcels of land to the Town of Timnath:

A. Parcels of land located in the Southwest Quarter of Section 24, Township 7 North, Range 67 West, being more particularly described as follows:

1. The Northwest Quarter of Section 24, Township 7 North, Range 67 West, being more particularly described as follows:

2. The Southeast Quarter of Section 13, Township 7 North, Range 66 West, being more particularly described as follows:

3. The Northeast Quarter of Section 24, Township 7 North, Range 66 West, being more particularly described as follows:

Surveyor's Guarantee

The undersigned, having surveyed the herein described lands and having made the same true and correct description thereof, do hereby guarantee that the same is true and correct and that the same has been described and located in accordance with the law and regulations governing the same.

Planning Commission Approval

Acceptance by the Planning Commission of the annexation proposal dated this day of 2023.

Approval of Town Council

Accepted as presented by the Planning Commission and approved by the Town Council of the Town of Timnath, this day of 2023.

WELD COUNTY CLERK AND RECORDERS CERTIFICATE

This certificate is issued in accordance with the provisions of the Weld County Recording Act and is recorded in the office of the Weld County Recorder, docketed as follows:

First Section

LARIMER COUNTY CLERK AND RECORDERS CERTIFICATE

This certificate is issued in accordance with the provisions of the Larimer County Recording Act and is recorded in the office of the Larimer County Recorder, docketed as follows:

Legend

- Fills Already Appropriated as Described
- Fills Appropriated as Described
- State of Asphault
- Fills
- Right-of-Way

WELD COUNTY RECORDEES OFFICE

LARIMER COUNTY RECORDEES OFFICE

LAND OWNER

MANIFESTED TO THE TOWN OF TIMNATH

COUNTY OF WELD, STATE OF COLORADO

MEASUREMENTS

DEPARTMENT OF HIGHWAYS

COUNTY OF LARIMER, STATE OF COLORADO

SHEET 1 OF 1
THORNTON FARMS ANNEXATION NO. 8
TO THE TOWN OF TIMNATH
PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND
PARCELS OF LAND LOCATED IN THE EAST HALF OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO
TOTAL AREA = 175,161 SQ FT. OR 4.02 ACRES, MORE OR LESS
Thornton Farms Annexation No. 9
To the Town of Timnath

Parcels of land located in the southwest quarter of Section 7 and the northwest quarter of Section 18, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, and
Parcels of land located in the southeast quarter of Section 12 and the northeast quarter of Section 13, Township 7 North, Range 66 West of the 6th P.M., County of Larimer, State of Colorado

Total area = 117,955 sq. ft. or 2.71 acres, more or less

Sheet 1 of 1
THORNTON FARMS ANNEXATION NO. 12
TO THE TOWN OF TIMNATH

PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

TOTAL AREA = 5.641.128 SQ. FT. OR 129.50 ACRES. MORR OR 1.898

SHEET 1 OF 1

CERTIFICATE OF OWNERSHIP

The undersigned, the City of Thornton, State of Colorado, having authority under the laws of the State of Colorado to make and sell public improvements, and to acquire and dispose of lands; do hereby certify and declare that the annexation map herewith submitted, shows in a true and correct manner a full description of the land to be annexed, and that the same is not subject to any liens or encumbrances.

SIGNED:

[Signature]

CITY OF THORNTON

[Seal]

[Date]

[Title]

[Name]

Surveyor's Certificate

The undersigned surveyor does hereby certify that the annexation map and description were prepared under my personal supervision on the day of

[Date]

[Signature]

Planning Commission Approval

[Signature]

[Date]

Approval of Town Council

[Signature]

[Date]

WELD COUNTY CLERK AND RECORDER'S CERTIFICATE

The plat was properly recorded in the office of the Clerk and Recorder of Weld County, State of Colorado on

[Date]

[Signature]

[Title]

[Name]

Landowner:

[Name]

[Address]

[Phone]

[Email]

Legend:

[Legend]
**EXECUTIVE SUMMARY:** NWCWD has been supplying the town’s non-potable irrigation water from Clyde Smith Reservoir through their pressurized non-potable system via pumps and piping and a “temporary” meter since the town took ownership of the park. A tap was never purchased and the permanent meter and vault has therefore never been installed by NWCWD. This has been a lingering issue that both parties have worked to resolve.

**STAFF RECOMMENDATION:** Approval

**KEY POINTS/SUPPORTING INFORMATION:** NWCWD has requested that this issue be resolved by the town purchasing the required tap thus allowing them to install the permanent meter and associated vault. Both parties would like to complete this work in March, prior to the irrigation season.

**ADVANTAGES:** Resolves and completes an issue that has been lingering for several years

**DISADVANTAGES:** None

**FINANCIAL IMPACT:** The purchase price/fee is $49,800.00 including $30,000 tap fee and $19,800.00 to supply and install the 4” meter and 8’ x 6’ concrete vault. This is a budgeted item within the Wild Wing Capital Improvement Plan.

**RECOMMENDED MOTION:** I move to approve Resolution No. 14, Series 2017 approving the purchase of a 4” tap for non-potable irrigation of the Wild Wing Park from North Weld County Water District.

**ATTACHMENTS:**
- Purchase Authorization Resolution
- NWCWD Letter of Intent
# Town Council Purchase Authorization

**Date:** February 28, 2017

**Vendor:** North Weld County Water District

**Department:** Parks

**Project:** Wild Wing Park

**Description:** Purchase of a 4" tap and permanent meter and vault for the non-potable irrigation of the park

<table>
<thead>
<tr>
<th>Is this purchase more than $25,000</th>
<th><strong>Yes</strong></th>
<th><strong>No</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this the purchase of Real Estate or Land</th>
<th><strong>Yes</strong></th>
<th><strong>No</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this the purchase of Public Art</th>
<th><strong>Yes</strong></th>
<th><strong>No</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is this a budget request for a purchase that will exceed the approved budget</th>
<th><strong>Yes</strong></th>
<th><strong>No</strong></th>
</tr>
</thead>
</table>

**Advantages:** Resolves an outstanding issue with NWCWD related to delivery of non-potable irrigation water to the park

**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>WW Capital Imp Plan</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
<td>$0</td>
<td>$49,800.00</td>
<td>$150,200.00</td>
</tr>
</tbody>
</table>

**Financial Impact:** Purchase is within the Parks Budget

**Recommendation/Justification:** Recommend Approval. Staff requests that the check be issued within 3 days of Council Authorization

---

**Requesting Department Signature**

---

**Town Manager Signature**
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 14, SERIES 2017

A RESOLUTION APPROVING THE PURCHASE
OF A 4” IRRIGATION TAP FROM NORTH WELD COUNTY WATER DISTRICT FOR
THE WILD WING PARK

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

WHEREAS, attached hereto as Exhibit A is the Equipment Quote; and

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


TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Equipment Quote
February 8, 2017

Town of Timnath
4800 Goodman Road
Timnath, CO 80547

This letter is in response to your inquiry regarding water service to the following described property,
Approx. TBD Wildwing Drive, Tract A Wildwing Final Filing No. 2 in a portion of Section 24, T7N, R68W of the 6th Prime Meridian. (See attached North Weld County Water District sketch)
Parcel 8724453901

1. Water Service is presently being provided to the above-mentioned property through (Potable) meters #3241 and 3242 located at 2221 County Line Road also known as Tract A Wildwing Final Filing No. 2.
2. North Weld County Water District is able and intends to provide water service to the above-mentioned property, provided all requirements of the District are satisfied. If contracts have not been completed with North Weld County Water District within one year from the date of this letter, the District may refuse to supply water to the above-mentioned property. The District reserves this right to refuse service, in the event that raw water is unavailable, and for pipeline or Filter Plant capacity is not capable to provide additional service.

Before a water tap may be purchased, the applicant must provide a copy of a Warranty Deed, a Physical Address, and this letter.

3. As additional consideration for this Letter of Intent to provide service, Property Owner agrees to sign and execute any necessary Easements and Rights-of-Way regarding specific locations, widths, size of pipeline(s) and descriptions for Water Lines as determined by the District. This Agreement is conditional upon execution and recording of the Easement and Right-of-Way Agreement, and until such Easement and Right-of-Way Agreement is finalized to the satisfaction of the District and recorded, District shall not be required to provide any services of any type.

The Tap Fees quoted below, shall be valid for ten (10) business days from the date the applicant receives this letter and the tap fees must be paid within the ten (10) business days to receive the fees as quoted below. The Meter Set Fee as stated below is valid only for the location shown on the attached map.

After ten (10) business days, the costs will be subject to the then in effect rates (current cost) established by the District. The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and or fees.

<table>
<thead>
<tr>
<th>TAP FEES</th>
<th>INSTALLATION COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raw Water for One Acre-Foot Unit (AFU)</td>
<td>$0</td>
</tr>
<tr>
<td>Storage Fee Portion of Raw Water Fee</td>
<td>$0</td>
</tr>
<tr>
<td>Base Portion of Plant Investment Fee</td>
<td>$0</td>
</tr>
<tr>
<td>Distance Portion of Plant Investment Fee (0 miles)</td>
<td>$0</td>
</tr>
</tbody>
</table>

**TOTAL Up-Front COSTS For NON-POTABLE TAP** | $49,800.00 Non-Potable Tap Fee

Price is valid for ten (10) business days from receiving this letter.

Minimum Pressure | 35 psi
Normal Pressure Range | 75 psi to 90 psi
Maximum Pressure | 90 psi

After the water tap has been purchased, the applicant has one year in which to have the meter set. The District requires 45 days prior notice to setting a meter. If the meter has not been set within twelve months from the purchase date and the applicant requests to relinquish the meter, the District shall refuse the applicant 98% of the purchase price paid by applicant. If the meter remains unset for thirteen to eighteen months after the initial purchase date and the applicant requests to relinquish the meter, the District shall refund the applicant 90% of the purchase price paid by applicant. If the applicant does not choose to relinquish the meter within one year of the applicant purchasing the meter and the meter remains unset, the account will begin billing the minimum monthly amount.

**Usage Rates and Fees**

| Charge or Rate Per Month | $1.10 per 1,000 gallons (Kgal) |

Sincerely,

Eric Larson, P.E.
North Weld County Water District

Y:\Legal Documents\Letter of Intent\2017\2015-01-22\Town of Timnath, Wildwing Irrigation Vault\2017-02-08\Non-Potable POC_Timnath.doc
**TIMNATH TOWN COUNCIL COMMUNICATION**

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item: Resolution Approving the Independent Contractor Agreement between the Town of Timnath and RTH, INC. d/b/a Connecting Point (the “Agreement”).</th>
<th>Ordinance ☐ Resolution ✓ Discussion ☐ For Information ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 28, 2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Presented by:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>April D. Getchius, AICP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town Manager</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXECUTIVE SUMMARY:** The Agreement governs the relationship with Connecting Point who will be providing information technology support services to the Town.

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

**KEY POINTS/SUPPORTING INFORMATION:** The Town Manager has provided notice to CorKat Data Solutions, LLC and Colorado Network Management, Inc. that their Professional Services Agreements will be terminated effective April 28, 2017. The Town has requested CorKat Data Solutions, LLC and Colorado Network Management, Inc. provide full cooperation to Connecting Point and the Town to ensure a smooth transition of services for the public, staff, and consultants. Since Council originally approved the CorKat and Colorado Network Management contracts, Council will need to approve their cancellation via the attached resolution.

Key services that Connecting Point provides include:
- Cloud based services.
- 24/7 support for Police Department.
- Monthly, quarterly and annual “checkups”.
- Assistance with planning the new Town Admin Building needs.
- Coordinating with our budgeting process to provide planning for staff or facility changes.
- Inventory and capital replacement planning for computer software/hardware needs.

Connecting Point proposed a number of documents that are attached as Exhibit A to the Agreement. If there are any conflicts between Exhibit A and the Agreement, the Agreement will control.

**ADVANTAGES:** Connecting Point is able to provide Cloud Workspace support for the Town and other information technology features that CorKat Data Solutions, LLC and Colorado Network Management, Inc. could not provide at a competitive price.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** The cost of these services will be comparable to current technology services. No budget impact is expected.

**RECOMMENDED MOTION:** I move for approval of Resolution No. 15, Series 2017, Resolution Approving the Independent Contractor Agreement between the Town of Timnath and RTH, INC. d/b/a Connecting Point

**ATTACHMENTS:**
1. Resolution
2. Agreement
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 15, SERIES 2017

A RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT WITH RTH, INC. D/B/A/ CONNECTING POINT

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 an Independent Contractor Agreement for information technology support services; and

WHEREAS, the Town Council authorizes the Town Manager to terminate the Professional Service Agreement Between The Town of Timnath and CorKat Data Solutions, LLC and the Professional Services Agreement Between The Town of Timnath and Colorado Network Management, Inc., effective April 28, 2017; and

WHEREAS, the Town does not have the staff resources to adequately self-manage information technology support services; and

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

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

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

Section 2. Termination of Prior Agreements
The Town Council authorizes the Town Manager to terminate the Professional Service Agreement Between The Town of Timnath and CorKat Data Solutions, LLC and the Professional Services Agreement Between The Town of Timnath and Colorado Network Management, Inc., effective April 28, 2017.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
INDEPENDENT CONTRACTOR AGREEMENT
(Information Technology)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 24th day of January, 2017, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and RTH, INC. d/b/a Connecting Point, a Colorado corporation (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

2. **TERM/RENEWAL.**

   a. This Agreement shall be effective as of January 10, 2017 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2016. Notwithstanding the foregoing, unless terminated pursuant to (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

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

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

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

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

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

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

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

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

a. **Compensation.** Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as Exhibit B. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit B of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit B-1.

b. **Invoices.** Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of the Agreement and shall contain the following information:

i. An itemized statement of the Services performed.

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

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

8. **TIME FOR PAYMENT.** Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice; and (ii) if applicable, a satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the best interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.
9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in the Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, subcontractors, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.

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

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

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the following declarations:
a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated in the Agreement.

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

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

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

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

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

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

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

12. CONTRACTOR’S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit C, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required.
for each coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Section 12 of the Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as Exhibit C-1. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers’ compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor’s failure to purchase the required insurance shall not serve to release it from any obligations contained in the Agreement; nor shall the purchase of the required insurance serve to limit the Contractor’s liability under any provision in the Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor, on behalf of its employees, agrees to enter into a confidentiality agreement. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the best interests of the Town.

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

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

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

16. **INDEMNIFICATION.**

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

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

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

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in Section 16 of this Agreement holding the Town harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the Town, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the Town’s approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor’s duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

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

20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the fifteen (15)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party’s obligations pursuant to this Agreement by an action for injunction or specific performance.

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

To the Town: Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547
Attention: April D. Getchius, Town Manager
(970) 224-3211 (phone)
(970) 224-3217 (fax)
With copy to: WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Robert G. Rogers, Esq.
(303) 858-1800 (phone)
(303) 858-1801 (fax)
rrogers@wbapc.com

Contractor: RTH, INC. d/b/a Connecting Point
2401 17th Street,
Greeley, Colorado 80634
Attention: Scott M. Warner
(970) 356-7224 (phone)
scott.warner@cpcolorado.com

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

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

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

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

26. **GOVERNING LAW / DISPUTES.**

a. **Arbitration.** All claims, counterclaims, disputes and other matters in question between the Parties hereto arising out of or relating to this Agreement or the breach hereof may
be decided by Arbitration upon the mutual agreement to do so by the Parties to this Agreement. In that case, arbitration will be administered by the Judicial Arbiter Group in Denver, Colorado under its arbitration rules, by a single arbitrator, unless a different arbitrator is agreed upon by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THE PARTIES RECOGNIZE THAT BY AGREEING TO BINDING ARBITRATION AS THE METHOD FOR DISPUTE RESOLUTION, THEY RELINQUISH THE RIGHT TO BRING AN ACTION IN COURT AND WAIVE THE RIGHT TO A JURY TRIAL AND THE EXTENSIVE DISCOVERY RIGHTS TYPICALLY PERMITTED IN JUDICIAL PROCEEDINGS.** Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Each Party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Notice of request for arbitration must be filed in writing with the other Party(ies) to this Agreement. If agreed to, notice must be filed with the Judicial Arbiter Group. The request must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event that the Parties do not agree to arbitration, each party shall be permitted to pursue all available legal and equitable remedies.

b. **Litigation and Venue.** In the event the Parties do not agree to arbitration pursuant to Section 26(a), above, venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Town is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town’s request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

c. **Prevailing Party.** Other than arbitration fees as set forth in Section 26(a) of the Agreement, in the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney’s fees. For purposes of this Agreement, “prevailing party” shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other Party. Notwithstanding the foregoing, if a written offer of compromise made by either Party is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment, the non-accepting Party shall not be entitled to recover its costs of suit and reasonable attorney’s fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney’s fees and costs incurred by the offering Party.
d. At the Town’s request, the Contractor will consent to being joined in litigation between the Town and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor’s Services in a timely manner.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town’s obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town’s obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

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

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

31. SEVERABILITY. If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained in the Agreement, the intention being that such provisions are
severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

33. **OPEN RECORDS.** The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, et seq., C.R.S.

34. **WARRANTY.** The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “Work”) will be of good quality and new, unless otherwise required or permitted by the Agreement. The Contractor further warrants that the Work will conform to all requirements of the Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Town, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in the Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

35. **TAX EXEMPT STATUS.** The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. Pursuant to § 39-26-114(1)(a)(XIX)(A), C.R.S., Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

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

[Remainder of page intentionally left blank. Signature pages follow].

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

TOWN:

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

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Town Clerk

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

__________________________
General Counsel to the Town

Town’s Signature Page to Independent Contractor Agreement for Services with the Town of Timnath, dated January 24, 2017
CONTRACTOR:

RTH, INC., d/b/a Connecting Point, a Colorado corporation

______________________________
Printed Name: ____________________

______________________________
Title: ____________________________

STATE OF COLORADO  )
 ) ss.
COUNTY OF ____________  )

The foregoing instrument was acknowledged before me this ___ day of ____________, 2017, by Scott M. Warner, as the Vice President, Sales of RTH, INC. d/b/a Connecting Point.

WITNESS my hand and official seal.

My commission expires: __________________________

(S E A L)

______________________________
Notary Public

Contractor’s Signature Page to Independent Contractor Agreement for Services with the Town of Timnath, dated January 24, 2017
EXHIBIT A
SCOPE OF SERVICES
EXHIBIT B
COMPENSATION SCHEDULE
EXHIBIT B-1
Contractor’s Completed W-9
NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of the Agreement.

1. Standard Worker’s Compensation and Employer’s Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
   a. premises operations;
   b. personal injury liability without employment exclusion;
   c. blanket contractual;
   d. broad form property damages, including completed operations;
   e. medical payments;
   f. products and completed operations;
   g. independent consultants coverage;
   h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

   This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the Town covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the Town. Such bond shall protect the Town against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the Town. Said bond shall be in an amount as determined by the Town, from a surety acceptable to the Town.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE
EXHIBIT D
CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE
PointCare Terms & Conditions

Client Name:
Address (include city, state, zip):

Today’s Date:

Starting Date: Ending Date:

Total User Count (users & servers):

(a) At the end of the Agreement term (ending date), the Agreement shall automatically renew on a month to month basis, unless either party gives the other written notice of its intent not to continue in this Agreement no less than thirty (30) days prior to the expiration of the then current term.

(b) If either party terminates this Agreement as outlined above, Connecting Point will assist Client in the orderly termination of services and delivery of any data held by Connecting Point, including timely transfer of the services and data to another designated provider. If Client elects to terminate the agreement, Client agrees to pay Connecting Point the flat fee of $400 for the work to uninstall the various network management assets. Client can elect to be billed on an hourly basis for uninstallation services at which point the actual costs of rendering such assistance will operate in accordance with Connecting Point’s then current fee schedule.

(c) In the event Client elects to terminate this agreement prior to the End Date listed above, Client shall be liable to Connecting Point, as liquidated damages, and not a penalty, an additional amount equal to two times (2x) the monthly fee outlined in Section 3 below.

2. PointCare Gold Service Package with Additional Services:

PointCare Gold Package (includes the following items):

- 24x7 Network Monitoring
  - Hours of remediation are M-F 7:00 am – 10 PM, Sat-Sun plus Holidays 8:00 am – 10:00 pm
- Patch Management
  - Includes Third Party Patching
  - Microsoft level four and five patches only
- Managed Email Filtering (spam and virus)
  - Includes basic email and spam filtering (inbound only)
  - Additional services are available (see Additional Services below)
- Managed Anti-Virus – for all servers and endpoints
- Mobile Device Management
  - Apple IOS and Android 4.0 and later supported - end user selectable
- Total Network Security – includes firewall appliance plus suite of edge services
  - Gateway anti-virus, Intrusion protection, Anti spyware, Content filtering, Full reporting suite
- Managed Backup and Business Continuity (PUB) includes:
  - Backup Appliance, Local Storage (up to appliance capacity),
  - Unlimited off-site backup of data
  - Includes reseeding of data for off-site storage when necessary
  - Includes all virtualization services for data recovery on backup appliance
  - Includes rebuilding network infrastructure when outages occur
• Network Operation Services – continual monitoring and unlimited support
• Network Admin Assigned to Account – regular pre-scheduled support (remote/onsite)
• Unlimited Help Desk Calls – includes unlimited escalations (on-site or remote - determined by ticket severity and ticket needs)
• No Travel Fees For Any Supported Service
• vCIO (Business Consultant) Assigned – includes regularly scheduled business reviews and reporting
• PC and Peripheral Installations – includes installation of up to two (2) PCs, laptops or thin clients per quarter, if device is purchased from Connecting Point. Additional devices or any devices not purchased through Connecting Point are charged at the discounted flat rate of $250 per device

Additional Services: Additional services to be provided under this Agreement are those that are marked with an X below:

_____ Custom Service Delivery – if this item is selected, all contracted services and pricing will be outlined in the PointCare Standard Agreement document attached at the end of this document. All services and pricing delivered under this agreement will fall subject to this PointCare Terms & Conditions document.

_____ PointCare Cloud Sync – the PointCare Cloud Sync service will provide a cloud file sharing and file sync platform in addition to the support services included under PointCare Gold. The PointCare Cloud Sync service includes:
  • Cloud File Storage and File Sync Platform
  • 25 GB of Cloud Storage per User (Aggregate)
  • Additional Cloud Storage Allocated at $0.30/GB

_____ After Hours Service – this addition will extend all the outlined services above from 8x5, excluding holidays, to daily including weekends and holidays from 7:00 am until 10:00 pm. This includes all Help Desk services and on-site escalation (when necessary).

_____ PointCare SmartCare Lite - the PointCare SmartCare Lite offering provides ongoing support for Cisco voice communication systems.

_____ Enhanced Email Management – this addition includes both inbound and outbound email filtering plus email continuity. The continuity option provides the ability to send and receive emails during times when the local Exchange Server is down

_____ Managed Email Archiving – this addition will enable email archiving. All emails will be automatically archived for the selected period of time. (Select: One year ______ Multi-Year ______). Email archiving includes up to 25 gig of archived storage. Additional storage is available.

_____ Managed Email Encryption – this addition will enable encryption on specified email addresses. Emails will only be encrypted when the user enacts it.

_____ Microsoft Office 365 - this addition provides Client with a wide variety of SaaS solutions through the Microsoft Office 365 platform. Connecting Point will provide installation and integration services as specified in the Microsoft Office 365 scope of work document (separate document).

_____ PointCare Cloud Workspace (PCCW) - this addition provides Client with a robust desktop as a service (DaaS) platform. All users have full access to the user interface, programs and company data from any device, anytime and anywhere. Any PCCW engagement will be governed by the individual scope of work that is developed
for the engagement. The PCCW agreement (separate document) must be signed by Client to initiate this engagement. All PointCare Gold services, outlined above, are included in the PCCW agreement.

3. **Fees and Payment Schedule:** (for PCCW and hosting/co-location agreements, pricing will be outlined in a separate document. Fees for any PointCare ala carte services shall be set forth on the Agreement spreadsheet, and are governed by these Terms and Conditions).

   **Monthly PointCare Fee:**
   The fee is due and payable in advance before the agreement can be activated.

   **One Time Setup Fee:**
   The one-time setup fee is also due upon signing this Agreement.

   All fees will be invoiced to Client on a monthly basis in advance, and are due and payable net thirty (30) days. Services may be suspended if payment is not received within forty five (45) days of invoice date.

   A change in the total number of Client servers or Client endpoints may change the pricing of the PointCare Agreement. The incremental per user charge for the PointCare Gold Package is $125. Additional mobile devices can be added by contacting Connecting Point. Connecting Point will evaluate the Client environment on a periodic basis and may change pricing (either up or down) based on increased or decreased user count. PointCare Agreements are subject to a cost of living adjustment, not to exceed 3%, on an annual basis. Any such change in pricing will be communicated sixty days in advance to Client.

   *It is understood that any and all services requested by Client that fall outside of the terms of this Agreement will be considered separate projects, and will be quoted and billed as separate, individual services.*

4. **Travel Fees**

   There will be no travel fees charged for services provided during the contracted time period (either 8x5 or After Hours if After Hours add on is selected). The following Travel Fees will be in effect for service provided outside of the contracted time period. A Travel Fee of $1.00 per mile one way will be charged, when appropriate, for travel distances more than (25) miles from a Connecting Point facility (Denver, Greeley or Laramie). The Travel Fee for after hours and weekend work will be as follows:

   - An On Site Fee of $100 will be charged for all on-site incidents.
   - An additional Travel Fee of actual time spent on the incident (including travel time, portal to portal) will be charged at the rate of $150 per hour.

5. **Taxes**

   It is understood that any Federal, State or Local taxes applicable to the services or products provided under this Agreement shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Connecting Point for the state of use.

6. **Third Party Hardware and Software**

   Connecting Point shall and does hereby assign to Client any and all manufacturers’ or suppliers’ warranties, guarantees, representations, services agreements and indemnities, if any, with respect to any third party software delivered by Connecting Point hereunder to the extent assignable by Connecting Point. To the extent such warranties, guarantees, representations, services agreements and indemnities are not assignable by Connecting Point, Connecting Point agrees that upon Client’s request and at Client’s sole expense, Connecting Point shall take all reasonable action requested by Client to enforce such warranties, guarantees, representations, service agreements and indemnities, but only to the extent any such rights are enforceable.
7. Warranties
Connecting Point represents, warrants and covenants to Client as follows:

(a) To the best of its knowledge and belief, (i) Connecting Point owns or otherwise has the valid right, by contract or otherwise, to grant to Client the rights and licenses as set forth in this Agreement, deliver to Client the services and the software as set forth in this Agreement, and (ii) Client may use the software and the services as permitted herein without violating any applicable law, rule or regulation or the proprietary rights of any third party, including patents, copyrights, trade secrets, or any license, sublicense, covenant or contract with any third party.

(b) Connecting Point has not received any notice claiming any rights contrary to paragraph (a) above.

(c) Connecting Point has used and shall use commercially reasonable efforts to ensure that no viruses or worms are introduced into Client’s networks (i.e. Clients’ hardware, software or data).

(d) Connecting Point’s personnel have all undergone a background check prior to hire, and shall comply with Client’s security rules, background check procedures, anti-discrimination policies and all other applicable policies while on Client’s premises of which Client gives Connecting Point notice.

(e) Connecting Point shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services in order to render the services with promptness and diligence and shall execute them in a workmanlike manner.

(f) Connecting Point does not monitor or exercise control over the content of the information transmitted through its facilities. Use of the services or any information that may be obtained therefrom is at client’s own risk. The services are provided on an “as is” basis, and Client’s use of the services is at its own risk. EXCEPT AS PROVIDED IN THE AGREEMENT, CONNECTING POINT DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CONNECTING POINT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE, EXCEPT AS OTHERWISE SPECIFICALLY WARRANTED BY CONNECTING POINT.

8. Indemnification
Each party agrees to hold the other harmless against any losses, costs, expenses (including, but not limited to, reasonable attorney’s fees), claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, “Losses”) resulting from any claim, suit, action, or proceeding brought by any third party against the other or its affiliates related to or arising out of (i) any infringement or misappropriation of any United States copyright, trade secret, patent, trademark, or other proprietary right related to any hardware or software utilized in connection with any of the Services (but excluding any infringement contributorily caused by the other party) and (ii) any violation of or failure to comply with this Agreement.

9. Limitation of Liability
Connecting Point shall not be liable for any loss of data resulting from delays, corruption of data, nondeliveries, misdeliveries or service interruptions, except as otherwise specifically agreed to in writing by Connecting Point. Client shall be solely responsible for the selection, use and suitability of the services, and Connecting Point shall have no liability therefor. Except to the extent of Connecting Point’s negligence or willful misconduct, neither Connecting Point nor its network services suppliers will be liable for unauthorized access to Connecting Point’s or Client’s transmission facilities or equipment or for unauthorized access to or alteration, theft or destruction of Client’s data files, programs, procedures or information through accident,
fraudulent means or devices, or any other method regardless of whether such damage occurs as a result of Connecting Point’s or its network service supplier’s negligence.

Except as otherwise specifically agreed to in writing, in no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory or contract, tort (including negligence), product liability, strict liability or otherwise.

Notwithstanding anything else to the contrary contained in the Agreement, either party’s maximum aggregate liability to the other party for any claim related to, or in connection with, this Agreement whether in contract, tort or otherwise, shall be limited to a maximum of three (3) months of the total amount of fees paid for the services covered by this Agreement.

10. **Suitability of Existing Environment**

**Minimum Standards Required for Services**

The following minimum system and operating system standards are necessary for Connecting Point to provide comprehensive support under this agreement. If Client’s environment is accepted, but does not meet the outlined minimum standards, Connecting Point will provide support on a best efforts basis.

(a) All Servers with Microsoft Windows Operating Systems must be running a version that is currently in the supported lifecycle window with Microsoft. The Operating System must be up to date with the latest service packs and critical updates.

(b) All Desktop PC’s and Notebooks/Laptops with Microsoft Windows Operating Systems must be running a version that is currently in the supported lifecycle with Microsoft, and also have the latest service packs and critical updates installed.

(c) All Server and Desktop Software must be genuine, licensed and vendor-supported. Supported platform must meet minimum requirements of both the operating system and installed software.

(d) Client’s environment must have a currently licensed, up-to-date and vendor supported server based antivirus software protecting all servers, desktops, notebooks/laptops, and email.

(e) The environment must have a currently licensed, vendor supported server based backup solution.

(f) Any wireless data traffic in Client’s environment must be secured with a minimum of 128bit data encryption.

(g) All line of business applications must have a current software support agreement in place with the software vendor for ongoing maintenance, software upgrades and troubleshooting efforts. Any business software application without a software support agreement in place will not be supported. Connecting Point will not work on business applications (line of business software) without the client signing the waiver of responsibility form (attached to this agreement). Once the waiver is signed, Connecting Point will attempt to troubleshoot and remediate network connectivity issues with business applications, and support printing issues at the end user level only.
11. **Excluded Services:**
The following items are NOT covered under this Agreement:

(a) Parts, equipment or software not covered by vendor/manufacturer warranty or support.

(b) The cost of any parts, equipment, or shipping charges of any kind.

(c) The cost of any third party vendor or manufacturer support or incident fees of any kind.

(d) The cost to bring Client’s environment up to minimum standards required for services.

(e) Failure due to acts of God, Client’s building modifications, power failures or other adverse environmental conditions or factors that are not under the control of Connecting Point.

(f) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Connecting Point, including alterations, software installations or modifications of equipment made by Client’s employees or anyone other than Connecting Point or its subcontractors.

(g) Maintenance or support inside applications and software packages, whether acquired from Connecting Point or any other source.

(h) Installation of software, operating system upgrades, PCs, thin clients, laptops and peripherals, if not purchased from Connecting Point. Additionally, if endpoint devices require a rebuild or need to be added or re-added to the Client environment there is a discounted flat per device fee of $250 to accomplish that task whether the equipment was purchased from Connecting Point or not.

(i) Operating system reloads or upgrades on aged equipment are not covered whether purchased from Connecting Point or not.

(j) Programming (modification of software code) and program (software) maintenance.

(k) Major network upgrades or projects.

(l) Training services of any kind.

(m) ISP or carrier issues. Including new installation, termination or moving of data or telephone circuits. Connecting Point is not responsible for the amount of internet outages or the time taken to resolve internet or circuit issues. However, Connecting Point will;
   - Call the ISP or Carrier on behalf of the client in the case of a circuit or internet outage.
   - Work on behalf of the client with the ISP or Carrier to troubleshoot issues that create a work stoppage.
   - Work to establish if the connectivity issue is carrier based or network based.

12. **Force Majeure**

If Connecting Point’s performance of any obligation under this Agreement is prevented, restricted or interfered with by causes including failure or malfunction of Client’s equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality or of any civil or military authority, then Connecting Point shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. Connecting Point shall use commercially reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch. If such occurrence occurs for a period of at least thirty (30) days, then Client shall have the option to terminate the affected portion of this Agreement, without liability. Client shall not be responsible for payment obligations under the time for which Connecting Point is excluded from such non-performance.
13. Notices

All notices required or permitted to be given hereunder shall be in writing (including electronic mail sent to the addresses set forth on the Agreement) and deemed given (a) when personally delivered, (b) one (1) day after delivered to an overnight courier guarantying next day delivery, (c) three (3) days after deposited in the United States mail, postage prepaid, sent certified or registered or (d) the date upon which the read-receipt was received for electronic mail. All notices shall be addressed to the parties at the addresses specified above or to such other address as hereafter designated in writing by the applicable party in the manner provided in this Section 13 for the giving of notices.

14. Attorneys’ Fees

If a proceeding is brought for the enforcement of this Agreement (including the collection of any amounts owed hereunder) or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and other costs and expenses incurred in such action or proceeding in addition to any other relief to which such party may be entitled.

15. Arbitration/Venue and Choice of Law

Any dispute arising out of or relating to this Agreement or the breach thereof, shall be referred to arbitration by either party hereto and finally settled by arbitration in accordance with the rules of the American Arbitration Association as the exclusive method of dispute resolution. The arbitration panel shall consist of one (1) arbitrator, to be appointed by the parties. The arbitration shall take place in Greeley, Colorado. The arbitration award shall be final, binding upon the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto. Judgment upon the award rendered may be entered by any court having jurisdiction, or application may be made to such court for judicial recognition of the award or an order of enforcement thereof, as the case may be.

This Agreement shall be governed by Colorado law. Venue for disputes that may be brought to the courts shall be in the state courts sitting in Greeley, Colorado and federal courts sitting in Denver, Colorado. Client and Connecting Point each hereby irrevocably and unconditionally waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

16. Assignability

Without first obtaining the other party’s express, written consent, neither party shall assign or otherwise transfer (including without limitation, a transfer due to a change of control), whether voluntarily, involuntarily or by operation of law, its rights or obligations under this Agreement.

17. Relationship of the Parties

Nothing in this Agreement will create, or shall be construed to create, any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties.

18. Severability

If any provision of this Agreement, after mutual review and approval, is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision which approximates the intent and economic effect of the affected provision of the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect.
19. Waiver, Remedies Non-Exclusive.

No failure of delay on the part of any party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof; nor will any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy provided herein or at law or in equity. Except as expressly provided herein, no remedy specified in this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity.

20. Headings

The headings of the sections, subsections and paragraphs of this Agreement are inserted for convenient reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

21. No Third-Party Beneficiaries

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement express or implied, is intended to confer upon any party other than the parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement.

22. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties related to the subject matter hereof and shall supersede and/or replace any and all prior or contemporaneous oral and written communications.

23. Amendment/Counterparts

This Agreement may only be amended by a writing signed by both of the parties. This Agreement may be executed in multiple counterparts. Facsimiles of party’s authorized representative’s signature shall be deemed to be binding upon such party, unless otherwise prohibited by law.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth above.

Connecting Point:  

By: ________________________________  
Name: ______________________________
Title: ______________________________
Date: ______________________________

Client Signature Block:  

By: ________________________________  
Name: ______________________________
Title: ______________________________
Date: ______________________________
PointCare Ultimate Backup Data Protection Service Agreement

This Agreement ("Agreement") is entered into between the Provider (Connecting Point) and __________ (“the Client”), as of the _____ day of __________, 2016 (the “Effective Date”). The purpose of this Agreement is to define the terms of the relationship between the two parties for the delivery of image-based back-up Services (the “Service”) by Connecting Point to the Client. Connecting Point utilizes a third party Service Provider (Service Provider) for the data protection software, data transport and data warehousing services.

Service Delivered:
Connecting Point will deliver a backup and disaster recovery service that includes data protection and business continuity for the Client’s server(s) environment. The service combines software for image based backups, an onsite appliance for near instant virtualization of backed up servers, online backup to the Cloud, and emergency in the Cloud virtualization for worst case scenarios (additional charges will apply for emergency in the Cloud virtualization). The software will periodically create an image based backup from Client servers. This image includes data, applications and configurations to enable a full system recovery. The images are automatically backed up to a local appliance on-site at the Client location. The images are then automatically backed up to the Provider Cloud (datacenter) for the utmost in data protection. Image based backups are continually monitored by Connecting Point for accuracy and completeness.

Recovery Services:
The local storage device (end user or Connecting Point supplied) (“Appliance”) will be deployed to provide local backup of protected data. In the event a file or group of files are lost or inaccessible, Connecting Point will assist Client in the recovery of those files. The local Appliance (when properly sized) can be virtualized for quick recovery of a downed server. At Client’s request, Connecting Point will, provide services to virtualize a downed server from the local intelligent appliance, or from the Service Provider datacenter, and recover the appropriate data, programs and system state to the local appliance. Virtualization services are included in the PointCare Gold Package offered by Connecting Point.

Term of Service:
The term of this Agreement and Client’s rights to use the Recovery Services contained herein, shall begin on the date Service is first provided to Client and shall continue on a month-to-month basis. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice. Client is responsible for all fees, including collection fees, reasonable attorney’s fees, court fees, and other costs associated with the collection of unpaid debts or other disputes between the two parties. Upon termination, Connecting Point will delete Client files and images from the current backup set and certify to Client that Client’s data has been removed from the Data Center backup and that generational backups will expire.

Payment:
Initial fees for the Services shall be as set forth on the Standard PointCare Agreement to which these Terms and Conditions are attached. Ongoing storage fees will be determined by the amount off-site and local storage contracted for. Payments; Client shall pay the initial, non-recurring set up fees itemized on the Agreement in full prior to the scheduled installation date of the Service and shall pay all other fees itemized on the Agreement prior to Connecting Point initially providing the Service.
**Client Responsibilities:**
Client agrees to adhere to the Client Software License Agreement provided with the client Software packages used to deliver the Service. Client shall provide Connecting Point with reasonable access to the storage device or Appliance, remote or otherwise, as needed for managing and troubleshooting data protection. The Appliance must be connected to Service Provider’s secure network through Client’s firewall and internet connection, enabling the selected backup data to be transferred between the appliance and Service Provider’s Data Centers. The service runs on the storage device or Appliance at the client site. The storage device or Appliance, plus all critical servers and devices to be backed up, must remain on and connected to the Client network at all times. Client agrees to provide Connecting Point with remote access to the storage device or appliance as needed to manage and troubleshoot data protection. The connection is made via the Client’s internet connectivity and the capacity and performance will be limited to the Client’s Internet connection. *The Client is responsible for providing appropriate bandwidth for its own needs as well as the backup service, a static IP address for the storage device or Appliance, and appropriate permissions on any network resource requiring backup and restoration capabilities.*

**Encryption Keys:**
For security purposes, the backup software encrypts every image it sends with a secret encryption key provided by the Client. The images are stored and remain encrypted on the system at all times. The decryption process occurs during the restore operation of the backup data. This ensures that all backup data transferred and stored outside the Client location is always encrypted. The software uses a 256-bit AES encryption algorithm and can is configured during Client Software installation. Encryption keys are stored in encrypted form, so no one other than the Client can unlock the encrypted data. *If you lose your encryption keys Connecting Point will not be able to restore your environment.* Considering the confusion that can occur during a disaster, it is recommended that Client store multiple copies of the encryption keys in separate secure locations for access by authorized personnel.

**Force Majeure:**
Connecting Point will not be in breach of this Agreement or otherwise liable should delays or failure to supply the service is due to any reason beyond the control of Connecting Point including breakdown of equipment, changes made in the technical environment by Client or any other third party, any form of industrial action, act of God, dispute, failure in the receipt of service, act of war whether declared or not, any act of terrorism.

**Title of Software, Documentation and Services:**
No ownership or title of the Software, Documentation or Services used to deliver the Back-up Service is conveyed to the Client under the terms of this Agreement.

**Copyright, Intellectual Property Rights and Trademarks**
In no way do copyright, Intellectual Property Rights or Trademarks pass to the Client as part of the Service provided under the terms of this Agreement.

**Warranties:**
Connecting Point represents, warrants and covenants to Client as follows:

(a) Connecting Point owns or otherwise has the valid right, by contract or otherwise, to grant to Client the rights and licenses as set forth in this Agreement, deliver to Client the services and the software as set forth in this Agreement, and Client may use the software and the services as permitted herein without violating any applicable law, rule or regulation or infringing the proprietary rights of any third party, including patents, copyrights, trade secrets, or any license, sublicense, covenant or contract with any third party.

(b) Connecting Point has not received any notice claiming any rights contrary to paragraph (a) above.

(c) Connecting Point has used and shall use commercially reasonable efforts to ensure that no viruses or worms are introduced into Client’s networks (i.e. Clients’ hardware, software or data).

(d) Connecting Point’s personnel shall comply with Client’s security rules, background check procedures, anti-discrimination policies and all other applicable policies while on Client’s premises of which Client gives Connecting Point notice.
(e) Connecting Point shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services in order to render the services with promptness and diligence and shall execute them in a workmanlike manner.

(f) Connecting Point does not monitor or exercise control over content of the information transmitted through its facilities. Use of the services or any information that may be obtained therefrom is at client’s own risk. EXCEPT AS PROVIDED IN THE AGREEMENT, CONNECTING POINT DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CONNECTING POINT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE, EXCEPT AS OTHERWISE SPECIFICALLY WARRANTED BY CONNECTING POINT.

Service Level Commitment:
The PointCare PUB Backup Service, as defined in the definitions section, is guaranteed to be available and operating correctly 100% of the time. Any of the following events shall constitute a breach of availability of the PUB Backup Service, subject to the exceptions defined elsewhere in this document:

- Complete outages of the PUB Backup Service, meaning the inability to backup or restore any data.
- Errors backing up individual files.

In the event of a breach of availability, Client shall be entitled to a credit for all or part of the Monthly Storage Fees due according to the credit schedule defined in the Available Credits section of this document.

This PUB Backup Service Availability Guarantee does not include the local access circuit (local loop) at Client’s location, scheduled maintenance events that are announced 24 hours in advance by Service Provider. It also does not include Client caused outages or disruptions, any connectivity or issue within or at the Client’s location, exceptions defined in this document, and force majeure events as defined in this document.

Partner will qualify for credits based on the following occurrences:

Complete backup service outages for causes related to the PUB Backup Service will entitle the Client to a pro-rated credit according to the following:

- For each contiguous hour of total service outage the Client will receive a credit for 1/4th of one day’s portion for the Monthly Account Storage Fees due. The maximum credit for any contiguous 24-hour period is 1/30th of the Monthly Account Storage Fees due. In no case will the credit exceed the Monthly Storage Fees.

Errors with individual files that cannot be backed up due to an error with the Service Provider infrastructure or software will entitle the Client to a pro-rated credit according to the following:

- The error must appear as an entry in the Client backup log or the file must have been delayed for more than 8 hours and must be due to a cause related to the Service Provider server infrastructure or server software.
- Errors that are caused by complete service outages will not be eligible for credits under this clause – instead the Client is entitled to the credits due from a complete service outage as stipulated in the paragraph above.
- The pro-rated credit will be calculated according to the following formula: ([Monthly Account Storage Fees Due] x ([compressed size of file with error] / [total account billable data]) x ([number of days Client is due a credit for] / 30) where the above terms are defined as follows:
  - “size of file with error” - The compressed size of the file being backed up.
  - “total account billable data” - The total amount of compressed data that was used to calculate the total Monthly Account Storage Fees for the account having the issue (i.e. the total amount of compressed backed up data for Client).
- “number of days Client is due a credit for” - Minimum of 1 day, maximum of 30 days. This is the number of days that the file had an error backing up due to Service Provider’s server problems.

**Liability:**
Neither party or their respective employees nor agents will be liable in contract, tort or negligence for any consequential losses, indirect losses, liability, injury, damages or any other claim for consequential compensation whatsoever, including loss of profit, costs, and expenses from or in connection with any contract or agreement or breach thereof. Notwithstanding anything else to the contrary contained in the Agreement, either party’s maximum aggregate liability to the other party for any claim related to, or in connection with, this Agreement whether in contract, tort or otherwise, shall be limited to the aggregate amounts paid or payable by Client to Connecting Point under this Agreement.

This Agreement is effective as of the date signed by both parties below:

**Connecting Point:**

By: ______________________________________________ Date: ______________
Print Name: ______________________________________________________________________
Title: ____________________________________________________________________________

**Client:**

By: ______________________________________________ Date: ______________
Print Name: ______________________________________________________________________
Title: ____________________________________________________________________________
Waiver of Software Support Liability

Date of Waiver:

Company Name:

By signing this Waiver of Software Support Liability the company referenced above agrees to the contents of this waiver. Connecting Point does not provide technical support for any manufacturer line of business software. In section 10 (g) of the PointCare Terms and Conditions document it states that “all line of business applications must have a current software support agreement in place with the software vendor for ongoing maintenance, software upgrades and troubleshooting efforts”.

From time to time, the above referenced Company may request that Connecting Point attempt to provide technical support services for software that is excluded from the PointCare Terms and Conditions document. The PointCare Terms and Conditions document outlines in section 10(g) that maintenance and support of line of business software applications is specifically excluded from the covered support services that the Company has engaged Connecting Point to provide. Connecting Point personnel have not been trained or certified on specific line of business software applications. As such, any support that is provided on client’s line of business software is done on a best effort basis and is chargeable at the appropriate earned hourly rate for the Company.

Connecting Point of Greeley does not make any guarantees or warranties of any kind, either expressed or implied, including but not limited to, implied warranties as to any services provided in connection with the installation, troubleshooting or use of client’s line of business software. Any warranties of any kind, whether expressed or implied, are hereby disclaimed. By signing below, I/We release Connecting Point and its agents from liability or any claims resulting from software or hardware damage or data loss occurring in connection with or subsequent to installation or support on any line of business software.

In signing this waiver, I/We acknowledge and represent that I/We have fully informed ourselves of the content of the foregoing waiver of software support liability by reading it before signing it. Once signed, this waiver becomes part of the PointCare Terms and Conditions document that controls the relationship between the two parties.
**TIMNATH COUNCIL COMMUNICATION**

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item: Resolution Approving Professional Services Agreement with Coyote Ridge Construction, LLC for Repairing Storm Sewer Inlets</th>
<th>Ordinance ☐ Resolution ✓ Discussion ☐ For Information ☐</th>
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</thead>
<tbody>
<tr>
<td>February 28, 2017</td>
<td></td>
<td></td>
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<tr>
<td>Presented by:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Don Taranto, P.E.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Director</td>
<td></td>
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**EXECUTIVE SUMMARY:** Repairing or replacing storm sewer inlet decks, gutter, adjacent curb, gutter, walk, and patching asphalt as needed for five (5) inlets in the Harmony Subdivision. Coyote Ridge Construction is on the list of the Town’s Preferred Contractors List. The bid price (contract value) is $52,850.00

**STAFF RECOMMENDATION:** Approval

**KEY POINTS/SUPPORTING INFORMATION:**
- Required repair/replacement of damaged concrete causing tripping hazards as well as ponding/icing areas in the gutter and edge of the road.

**ADVANTAGES:** Repairs to the inlet boxes before further damage occurs. The repairs are all surface repairs at this point but left unattended, will only worsen and become more expensive to repair and or replace in the future.

**DISADVANTAGES:** None

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

**RECOMMENDED MOTION:** I move to approve Resolution No. 16, Series 2017 approving the Standard Services Agreement with Connell Resources for the 2017 Storm Sewer Inlet Repairs

**ATTACHMENTS:**
- Town Council Purchase Authorization
- Resolution Agreement
Town Council Purchase Authorization

Date: February 28, 2017
Vendor: Coyote Ridge Construction LLC
Department: Public Works
Project: 2017 Storm Sewer Inlet Repairs
Description: Repairing or replacing storm sewer inlet decks, gutter, adjacent curb, gutter, walk, and patching asphalt as needed for five (5) inlets in the Harmony Subdivision

Is this purchase more than $25,000   X Yes   No
Is this the purchase of Real Estate or Land   Yes   X No
Is this the purchase of Public Art   Yes   X No
Is this a budget request for a purchase that will exceed the approved budget   Yes   X No

Advantages: Required repair/replacement of damaged concrete causing tripping hazards as well as ponding/icing areas in the gutter and edge of the road.
Disadvantages: None

<table>
<thead>
<tr>
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<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
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<td>$52,850.00</td>
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</table>

Financial Impact: Expenditure is within the annual budget for Drainage Maintenance and Road Maintenance

Recommendation/Justification: Recommend approval

[Signatures and dates]

Requesting Department Signature

Date

Town Manager Signature

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

WHEREAS, attached hereto as Exhibit A is the Professional Services Agreement between the Town of Timnath and Coyote Ridge Construction, LLC (the "Agreement"); and

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

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

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


TOWN OF TIMNATH, COLORADO

_______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_______________________________
Milissa Peters, CMC
Town Clerk
STANDARD SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND COYOTE RIDGE CONSTRUCTION LLC

For the 2017 Storm Sewer Inlet Repairs

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

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

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

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

1. BASIC TERMS:

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

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

      b. Contractor: Coyote Ridge Construction, LLC
         PO Box 3128
         Loveland, CO 80539
         Phone: 970-776-9165

   B. Scope of Services. The scope of services shall be: Repairing or replacing storm sewer inlet decks, gutter, adjacent curb, gutter, walk, and patching asphalt as needed for five (5) inlets in the Harmony Subdivision as is further detailed in ATTACHMENT A to this Agreement.

   C. Compensation. The services set forth in this Agreement shall be completed for an amount not to exceed $52,850.00. Not later than the tenth (10th) of each month, Contractor shall submit an invoice to the Town for the prior month's services.

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

   E. Commencement Date. The "Commencement Date" is March 6, 2017 and is when the services described in this Agreement are to commence.

   F. Termination Date. The "Termination Date" of this Agreement is April 28, 2017.
G. Approval by the Town Council. This Agreement is not (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.
d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

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

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

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

(2)(a) The Contractor shall not:

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

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

(b) In addition:

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

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

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

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

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

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

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

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

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

9. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

Either party may change such address by fifteen (15) days written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.
H. NON-ASSIGNMENT. This Agreement is an agreement for services by which Contractor was selected for Contractor’s special expertise. This Agreement may not be assigned by either Party.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the ______ day of __________________, 2017.

TOWN OF TIMNATH

By: ________________________________
    Jill Grossman-Belisle

Title: Town Mayor

ATTEST:

____________________________________
    Milissa Peters, Town Clerk

CONTRACTOR:

Coyote Ridge Construction, LLC

By: ________________________________

Title: ________________________________
STATE OF COLORADO )
COUNTY OF LARIMER )

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

Witness my hand and official seal.

My commission expires: _____________________________

Notary Public

___________________________

___________________________

___________________________
Address

STATE OF COLORADO )
COUNTY OF __________)

The foregoing Standard Services Agreement was acknowledged before me this ____ day of _________________, 2017 by __________________________ as the ________________________ of Contractor.

Witness my hand and official seal.

My commission expires: _____________________________

Notary Public

___________________________

___________________________

___________________________
Address
ATTACHMENT A
(Scope of Services)
ATTACHMENT B

LAWFUL PRESENCE AFFIDAVIT

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

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

(This form should only be filled out by applicants who are applying as a sole proprietor)
I, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

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

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

__________________________    ______________________
Signature        Date

STATE OF COLORADO )
)ss
COUNTY OF __________)  
SUBSCRIBED and sworn to before me, the undersigned Notary Public, this ____ day of ______________, 20____, by ________________________________, who presented ________________________________________________ as identification.

(Document Provided and Document Number)

__________________________  
Notary Public

My Commission Expires:________________

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

Colorado Driver’s License     Colorado ID card
Military IDs       Coast Guard mariner document
Native American tribal document
PROPOSAL:

Please see the attached proposal to complete the above referenced project. Quotation is based on plans from

The quoted price **includes** the following: Labor, Equipment & Material

The quoted price **excludes** the following:

- Permits, licenses, development fees
- Unstable Street/Parking Subgrade
- Dewatering and/or Dewatering Permit
- Rock Excavation/Blasting, Muck or Frost Excavation
- Bond(s) and fees
- Rock Excavation/Blasting, Muck or Frost Excavation
- Fly Ash Stabilization if required/additional Pavement Sections
- Underground Utility Conflicts and/or Relocation
- Storm Water Management Plan/Inspections
- Hazardous Waste, Import and Export of Material,
- Winter Protection, Landscape/Irrigation/Non Potable
- Flow or Flash Fill
- Concrete sidewalk includes 1 stone on either side of inlet.
- Excludes flowfill backfill.
- All concrete will be hauled offsite.
- Deck R&R only includes Deck and does not include walls. Additional work will be completed T&M.

**Bid Summary**

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<td><strong>TOTAL</strong></td>
<td><strong>$ 52,850.00</strong></td>
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Acceptance of Proposal:

______________________________
Developer/Owner                                                     Date

_____________________________________________________
Coyote Ridge Construction, LLC                                      Date

**Prices are good for 30 days from date of quotation.**
Harmony Concrete Repairs

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<th>General Conditions</th>
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<td>R&amp;R 7'-6&quot; Roll Curb Walk</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>R&amp;R 5' Deck</td>
<td>1</td>
<td>LS</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Asphalt Patching</td>
<td>1</td>
<td>LS</td>
<td>$4,500.00</td>
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<td>$17,500.00</td>
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<table>
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<tr>
<th>Area 4</th>
<th>Quantity</th>
<th>Unit</th>
<th>Grand Total Unit Price</th>
<th>Grand Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>R&amp;R 7'-6&quot; Roll Curb Walk</td>
<td>1</td>
<td>LS</td>
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<td>$2,000.00</td>
</tr>
<tr>
<td>Asphalt Patching</td>
<td>1</td>
<td>LS</td>
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<td>$4,500.00</td>
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<table>
<thead>
<tr>
<th>Area 5</th>
<th>Quantity</th>
<th>Unit</th>
<th>Grand Total Unit Price</th>
<th>Grand Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>R&amp;R 7'-6&quot; Roll Curb Walk</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Sawcut Box at Curbline and Repour</td>
<td>1</td>
<td>LS</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Asphalt Patching</td>
<td>1</td>
<td>LS</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,500.00</td>
</tr>
</tbody>
</table>
EXECUTIVE SUMMARY:
As part of the Capital Improvement Plan for the Town, the Timnath Reservoir has been identified as being a priority in the coming years. The Town is currently leasing the surface rights from the Cache La Poudre Reservoir Company and in December extended that lease term an additional 15 years. With the lease terms now solidified and extended, there is a greater sense of security as it pertains to making permanent improvements at the reservoir. In late 2016 Town Staff began the master planning process for the reservoir. That process is outlined below. The master plan will take a broad look at the overall reservoir and a closer look at some of the more developed/developing areas. The master planning process is a great opportunity for the community to get involved in the programming and design of the park. Staff has held an open house and administered a town-wide, online survey to look at the program elements. The results and feedback are attached to this Staff Report.

Staff has taken the feedback received from the open house and the surveys and has prepared a conceptual master plan. That master plan was presented at an open house on January 31st, that presentation is also attached to this Staff Report. The Master Plan was well received and the discussion mainly focused on the timing of improvements and the policies that would be put in place for the Reservoir as the improvements are made.

After the Open House with the Public, Staff met on site with the Reservoir Company to present the plan, and while it was well received, they did have some comments. The Reservoir Company observed that the area set aside for their use around the existing residence was larger than they required, and they indicated that they would be willing to give up some of that area if it would help the overall goals of the Town in the master planning of the site. This reduction in footprint opened the door to revise the layout for the reservoir plan, moving the event space to a location that will better interact with both the reservoir itself and the other shoreline improvements. This change does reduce the size of the turf area from about 6.75 acres to 5.5 acres, but the proximity to the other future improvements will allow for event expansion in the future and better use of the Reservoir Facilities during special events.

Process:
Staff has followed a similar model set forth in previous master planning efforts with this project. Initially Staff developed a wide-ranging list of program elements for public feedback. They were distributed to the public in two formats, through an Open House and an online survey. The Open House was conducted on October 26th, and was very well attended, with approximately 45 people visiting over a 2 hour window. Site analysis and program boards were presented for feedback and visitors were given paper copies of the same survey that was available online. Individuals who filled out paper surveys were entered into the online database to ensure that all the data was tabulated the same. The online survey was available for 3 weeks following the Open House and was advertised by both postcards and email blasts. The online survey included images to make sure that the online users had the same frame of reference as the
individuals at the Open House. The full results of the survey are available at the end of the packet for your review.

At the 2nd public meeting, staff announced a second survey that was focused on two topics, first, what should be the policy for opening the reservoir up to non-residents, and second, what should the priority be for making both shoreline and trail improvements.

In addition to the public feedback, staff also visited several facilities in the region that offer a wide range of services to explore what other services or amenities could be offered. Staff visited the following locations: Sunrise Day Use Area at Horsetooth Reservoir, South Bay Day Use Area, Carter Lake Day Use Area and Boyd Lake State Park. At all of these locations, Staff explored the area and observed the amenities present and the spatial relationship of those amenities. The sites selected ranged from minimal improvements and a more rustic feel at Carter Lake, to a very developed site on a very large scale at Boyd Lake State Park. At Boyd Lake, we met with the Park Manager, Eric Grey, and were able to discuss the pros and cons of their current facility and their short and long term plans for updates. It was a very informative discussion and Staff plans to engage with Mr. Grey in the future once the Master Plan is further developed.

Fireworks venue:
In addition to developing a master plan for the overall reservoir, Town Staff is also looking for a home for the annual 4th of July fireworks show and entertainment venue. In 2016 the event space was held at Wildwing Park at the northeast corner of the Wildwing Subdivision. The fireworks were launched from the reservoir property on the south side of the south dam (between the dam and Buss Grove). The launch location was ideal from a security and safety standpoint; however it was less than ideal from a viewing perspective. The folks located at the Wildwing entertainment venue were a distance away from the launch location that the fireworks weren’t as impactful as expected. However, The Wildwing entertainment venue was great for the daytime activities and the park-like atmosphere (approximately 8 acres of turf grass). The park easily handled the number of visitors, which at last count was approximately 7,500 people in attendance for the fireworks show, and it easily handled the food trucks and kids zone with ground to spare for throwing a frisbee, playing catch, and large shade tents. The parking for Wildwing was a challenge, but it was ultimately handled by a combination of the onsite gravel parking lot that accommodates approximately 120 vehicles, an on-site overflow lot with approximately 200 vehicles, off-site parking on phase 3 of Wildwing subdivision (currently under construction), and finally on-street parking within Wildwing and along Latham Parkway. A final count on the number of total cars parked was not made, however if on average there are 3-4 (3.5) people per vehicle we would estimate a total of about 2,100 cars were in and around the Wildwing venue.

Given the challenges with the Wildwing park venue related to parking (which is being reduced significantly due to the subdivision construction) and fireworks viewing experience, Staff has developed a plan at the reservoir to address all of the potential issues. The plan includes a fireworks viewing location that is in close proximity (just over 1,000’ away) to the launch site, has sufficient parking (approximately 2,375 vehicles), a daytime event space (approximately 7 acres of turf grass) that can accommodate the stage, kid zone, food trucks, and tents. In addition the plan is safe and efficient to manage. There are two clear, direct points of access to the parking area from Buss Grove, there would be an orderly distribution of vehicles with the parking areas. There is an event staff/emergency vehicle area and separate ingress/egress for emergency vehicles. Depending on the final location the launch area may be separated by irrigation ditches, but either way it would be inaccessible to the general public. There is concern about the launch area and the potential fire danger. In 2016, there was a grass fire that was started by sparks from the
fireworks that burned additional grass areas at the reservoir. This area was identified prior to the event and PFA was on scene to manage the fire. It was ultimately contained and suppressed by PFA without damage to structures or injury. Since the proposed plan is bringing the spectators in closer proximity to the launch site additional measures will need to be in place to prevent another brush fire. Those measures include a larger pre-burn area, watering of the launch site and surrounding areas leading up to the event, and locating the launch site within an area bounded by irrigation ditches. Any and all of the options will be evaluated as the detailed plan develops along with any other guidance Council and the Planning Commission may wish to provide to Staff.

PLANNING COMMISSION ACTION ON 2/21/2017: The Timnath Reservoir Master Plan was approved by Planning Commission at its regularly scheduled meeting on 2/21/2017 unanimously by 5-0 vote with the following condition:
The plan being approved was the updated plan presented at the meeting, not the plan included in the packet.

STAFF RECOMMENDATION: Staff recommends approval of the Timnath Reservoir Master Plan

ADVANTAGES:
• Provides clarity for a phased improvement approach to the Timnath Reservoir
• Provides for a more user friendly area at the Reservoir
• Provides for a permanent Fireworks venue
• Gives new amenities to the Reservoir Area

DISADVANTAGES:
• Maintenance and upkeep of the active areas

FINANCIAL IMPACT:
• This is a budgeted item, however initial estimates for the improvements exceed the current budget for this line item. Staff is currently looking at opportunities to reduce the costs of the improvements and allocate funds from other line items that may come in under budget.

RECOMMENDED MOTION:
• I move to recommend approval of Resolution 17, Series 2017, the Timnath Reservoir Master Plan

ATTACHMENTS:
1. Resolution 17, Series 2017
2. Timnath Reservoir Overall Master Plan
3. South Shore Detail
4. Master Plan Presentation
5. Survey Results
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 17, SERIES 2017

A RESOLUTION APPROVING THE TIMNATH RESERVOIR MASTER PLAN

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, public notice has been posted that the Planning Commission will be considering the Timnath Reservoir Master Plan at a Public Hearing at the February 21, 2017 meeting; and

WHEREAS, the Planning Commission of the Town of Timnath has conducted a public hearing on February 21, 2017 and has recommended approval of the Timnath Reservoir Master Plan to the Town Council by passing vote of 5-0; and

WHEREAS, public notice has been posted that the Town Council of the Town of Timnath will be considering the Timnath Reservoir Master Plan at a Public Hearing at the February 28, 2017 meeting; and

WHEREAS, the Town Council of the Town of Timnath has determined it is in the best interest of the citizens and the Town of Timnath to adopt the Timnath Reservoir Master Plan.

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

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

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A

Timnath Reservoir Master Plan
Master Plan Process

Site Inventory and Analysis

• Design team site visit to explore entire property that was accessible.
• Review of the available survey data from surrounding projects.
• Review of a detailed aerial photo for areas that were not accessible at the site visit.
Analysis Board

TIMNATH RESERVOIR
SITE ANALYSIS

TIMNATH COMMUNITY DEVELOPMENT
OCTOBER 2016
Master Plan Process

Programing Effort

• Conduct Public Open House
  • Well Attended approximately 45 visitors over a 3 hour period.
  • Exhibited program elements to gauge interest from the public
• Conducted Online Survey
  • 190 participants completed the survey.
  • Survey content was directly related to the Open House Exhibits
• Program was determined based on the Survey Results and discussion with Town Staff and Town Council
Survey Results

Design Direction Response

• 1 (Native) to 5 (Developed)
• Average response is 2.3
• Most popular response 1 (38%)
Survey Results

Landscape Direction Response

• 1 (not important) to 5 (more important)
• Native Prairie Plantings (3.93)
• Traditional Park Turf (2.83)
Survey Results

Shelter Types Response

- 1 (not important) to 5 (more important)
- Restrooms (3.77)
- Individual Picnic Shelters (2.83)
- Group Picnic Shelters (2.49)
- Outdoor Showers (1.93)
Survey Results

Amenities Response

- 1 (not important) to 5 (more important)
- Benches and Boulder Seating (3.04)
- Drinking Fountains (2.89)
- Grills (2.39)
- Bike Tools (1.83)
Survey Results

Trail Types Response
- 1 (not important) to 5 (more important)
- Soft Trails (3.95)
- Interpretive Trails (2.88)
- Paved Trails (2.55)
Survey Results

Water Based Activities and Uses Response

1 (not important) to 5 (more important)

- Non Motorized Paddle Sports (4.09)
- Shoreline Fishing (3.72)
- Boat Fishing (3.57)
- Birding (3.35)
- Swim Beach (3.35)
- Sailing (2.92)
- Water Skiing (2.38)
Survey Results

Shore Based Activities and Uses Response

- 1 (not important) to 5 (more important)
- Horseshoes (2.47)
- Sand Volleyball (2.37)
- Dog Park (2.33)
- Frisbee Golf (2.26)
Survey Results

Organized Sports Activities Response

- 1 (not important) to 5 (more important)
- Open Space Fields (3.47)
- Fields with no lights (2.41)
- All other responses under 2
  - Fields with lights
  - Tennis / Pickleball
  - Basketball
Master Plan Process

Site Visits

The design team visited three locations in the region to evaluate program elements and site design.

• Horsetooth Reservoir
  • Sunrise Day Use Area
  • South Bay Day Use Area
• Carter Lake Day Use Area
• Boyd Lake State Park
Timnath Reservoir Master Plan
Timnath Reservoir Master Plan
South Shore Detail
Next Steps

Second Survey
Public Input on Access Policy for Non Residents
Prioritization of Amenities and Trail Improvements

Adoption of Master Plan by Planning Commission and Town Council

Phase 1 Design and Improvements
Q3. Which subdivision of Timnath do you reside in?

<table>
<thead>
<tr>
<th>Answer</th>
<th>Count</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Serratoga Falls</td>
<td>6</td>
<td>1.67%</td>
</tr>
<tr>
<td>2. Wildwing</td>
<td>56</td>
<td>15.60%</td>
</tr>
<tr>
<td>3. Harmony</td>
<td>29</td>
<td>8.08%</td>
</tr>
<tr>
<td>4. West Village</td>
<td>29</td>
<td>8.08%</td>
</tr>
<tr>
<td>5. Timnath Ranch</td>
<td>142</td>
<td>39.55%</td>
</tr>
<tr>
<td>6. Summerfield Estates</td>
<td>29</td>
<td>8.08%</td>
</tr>
<tr>
<td>7. Timnath South</td>
<td>16</td>
<td>4.46%</td>
</tr>
<tr>
<td>8. The Preserve</td>
<td>17</td>
<td>4.74%</td>
</tr>
<tr>
<td>9. Fairview Villages</td>
<td>7</td>
<td>1.95%</td>
</tr>
<tr>
<td>10. Old Town</td>
<td>17</td>
<td>4.74%</td>
</tr>
<tr>
<td>11. Other non Timnath resident</td>
<td>11</td>
<td>3.06%</td>
</tr>
<tr>
<td>Total</td>
<td>359</td>
<td>100%</td>
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</table>
Q4 - Access. Should the Timnath reservoir shore be open to the General Public for a fee?

<table>
<thead>
<tr>
<th>Answer</th>
<th>Count</th>
<th>Percent</th>
</tr>
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<tbody>
<tr>
<td>1. Yes</td>
<td>124</td>
<td>35.43%</td>
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<tr>
<td>2. No</td>
<td>226</td>
<td>64.57%</td>
</tr>
<tr>
<td>Total</td>
<td>350</td>
<td>100%</td>
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</table>
Q5 - Access. Should the Timnath reservoir be open to Future Timnath Residents in the Growth Management Area in the map below for a fee?

<table>
<thead>
<tr>
<th>Answer</th>
<th>Count</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Yes</td>
<td>192</td>
<td>69.82%</td>
</tr>
<tr>
<td>2. No</td>
<td>83</td>
<td>30.18%</td>
</tr>
<tr>
<td>Total</td>
<td>275</td>
<td>100%</td>
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</table>
Q6 - Access. Should the General Public be allowed to purchase an annual shore pass?

<table>
<thead>
<tr>
<th>Answer</th>
<th>Count</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Yes</td>
<td>79</td>
<td>22.01%</td>
</tr>
<tr>
<td>2. Only Future Timnath residents in the Growth Management Area</td>
<td>162</td>
<td>45.13%</td>
</tr>
<tr>
<td>3. No</td>
<td>118</td>
<td>32.87%</td>
</tr>
<tr>
<td>Total</td>
<td>359</td>
<td>100%</td>
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</table>
Q7 - Access. Should the General Public be allowed to purchase a day use shore pass?

<table>
<thead>
<tr>
<th>Answer</th>
<th>Count</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Yes</td>
<td>130</td>
<td>36.41%</td>
</tr>
<tr>
<td>2. Only Future Timnath residents in the Growth Management Area</td>
<td>109</td>
<td>30.53%</td>
</tr>
<tr>
<td>3. No</td>
<td>118</td>
<td>33.05%</td>
</tr>
<tr>
<td>Total</td>
<td>357</td>
<td>100%</td>
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</table>
Q10 - Access. If the Town of Timnath opened up the Timnath reservoir to the General Public or Future Timnath Residents, should Non-Motorized Boating Day Passes be available for purchase?

<table>
<thead>
<tr>
<th>Answer</th>
<th>Count</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Yes</td>
<td>191</td>
<td>58.77%</td>
</tr>
<tr>
<td>2. No</td>
<td>134</td>
<td>41.23%</td>
</tr>
<tr>
<td>Total</td>
<td>325</td>
<td>100%</td>
</tr>
</tbody>
</table>
Q11 - Access. If the Town of Timnath opened up the Timnath reservoir to the General Public or Future Timnath Residents, should Motorized Boating Day Passes be available for purchase?

<table>
<thead>
<tr>
<th>Answer</th>
<th>Count</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>87</td>
<td>26.52%</td>
</tr>
<tr>
<td>No</td>
<td>241</td>
<td>73.48%</td>
</tr>
<tr>
<td>Total</td>
<td>328</td>
<td>100%</td>
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</table>
Q13. Please rank the following improvements (1 through 2):

<table>
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<tr>
<th>Average Rank</th>
<th>1st choice</th>
<th>2nd choice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timnath Reservoir Improvements</td>
<td>1.50</td>
<td></td>
</tr>
<tr>
<td>Timnath Reservoir Trail Improvements</td>
<td>1.48</td>
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</tbody>
</table>
Q14 - Timnath Reservoir Improvements. Please rank the following Reservoir improvements in order of importance (1 through 6):

<table>
<thead>
<tr>
<th>Average Rank</th>
<th>1st choice</th>
<th>2nd choice</th>
<th>3rd choice</th>
<th>4th choice</th>
<th>5th choice</th>
<th>6th choice</th>
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</thead>
<tbody>
<tr>
<td>Restrooms</td>
<td>2.12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Pavilion (group picnic areas)</td>
<td>4.32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Picnic Shelters (individual picnic areas)</td>
<td>3.13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beach Improvements</td>
<td>2.31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fishing Pier</td>
<td>3.68</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bird Watching Blinds</td>
<td>5.14</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Note: Amenity improvements are ranked from lowest number = highest priority to highest number = lowest priority.
Q15 - Timnath Reservoir Trail Improvements. Please rank the following Trail Completion Projects in order of importance (1 through 7):
<table>
<thead>
<tr>
<th>Average Rank</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; choice</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; choice</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; choice</th>
<th>4&lt;sup&gt;th&lt;/sup&gt; choice</th>
<th>5&lt;sup&gt;th&lt;/sup&gt; choice</th>
<th>6&lt;sup&gt;th&lt;/sup&gt; choice</th>
<th>7&lt;sup&gt;th&lt;/sup&gt; choice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connect to Lookout Point (1)</td>
<td>3.16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WildWing Subdivision Frontage (2)</td>
<td>4.53</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WildWing Subdivision Frontage (3 Future)</td>
<td>4.91</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Connection from east side to WildWing (4)</td>
<td>4.29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northwest Quadrant Shore Line (5)</td>
<td>4.24</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Improve Exist. Trail Along West Dam (6)</td>
<td>3.27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improve Exist. Trails Along South Dam (7)</td>
<td>3.18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Trail improvements are ranked from lowest number = highest priority to highest number = lowest priority.
RESERVOIR STORAGE AREA (LIMITED ACCESS)
PRIVATE RESIDENCE (NO ACCESS)
ACTIVE RECREATION AREA
REALIGNED ACCESS ROAD
EXISTING IMPROVED TRAIL
BUSS GROVE RD (LCR 40)
WATER TOWER
RESERVOIR STORAGE AREA (LIMITED ACCESS)
AG USE (BLACKBURN PROPERTY)
NATIVE AREA
EVENT SPACE
EVENT PARKING
PRIVATE RESIDENCE (NO ACCESS)
EXISTING IMPROVED TRAIL
EVENT STAGING PARKING
EVENT PARKING
EVENT PARKING
NEW MAIN ENTRY POINT AND ACCESS ROAD
OVERFLOW PARKING
SPECIAL EVENT ACCESS ROAD
HC PARKING
REALIGNED ACCESS ROAD
BOAT LAUNCH AND DOCK AREA
BOAT TRAILER PARKING
EVENT PARKING
EVENT STAGING PARKING
FULL ACCESS ROADS
LIMITED ACCESS ROADS
EXISTING TRAILS
IRRIGATION DITCH
STEEP SLOPE
SYMBOL LEGEND
BUSS GROVE RD (LCR 40)
EVENT STAGING PARKING
EVENT PARKING
EVENT PARKING
OVERFLOW PARKING
SPECIAL EVENT ACCESS ROAD
HC PARKING
REALIGNED ACCESS ROAD
BOAT LAUNCH AND DOCK AREA
BOAT TRAILER PARKING
EVENT PARKING
EVENT STAGING PARKING
FULL ACCESS ROADS
LIMITED ACCESS ROADS
EXISTING TRAILS
IRRIGATION DITCH
STEEP SLOPE
SYMBOL LEGEND
**TOWN COUNCIL COMMUNICATION**

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>February, 28 2017</th>
<th>Item:</th>
<th>Resolution No. 18, Series 2017, A Resolution Approving a Contractor Agreement for the Timnath Reservoir Phase One Grading and Seeding</th>
<th>Status:</th>
<th>Resolution ✓</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presented by:</td>
<td>Matt Blakely</td>
<td></td>
<td>EXECUTIVE SUMMARY:</td>
<td></td>
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<td></td>
<td>Community</td>
<td></td>
<td>The Town of Timnath is preparing to make improvements to the Timnath Reservoir based on the Master Plan that is being considered by Town Council on February 28, 2017. Time is of the essence on making these improvements as we are preparing for the 4th of July fireworks event. Staff has been able to make contact with two contractors from the Town’s preferred contractor’s list and is working with them to obtain the best pricing that fits into the limited construction window. Those two contractors are Coyote Ridge Construction and Connell Resources, Inc. Both contractors have indicated that they have the resources available and the time in their schedules to complete the earthwork and associated improvements in time for the event. Staff is requesting that Town Council allow staff to utilize the 2017 Timnath Reservoir Park budget line item amount to engage in a contract with the low bidder upon receipt of bid estimates.</td>
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<td></td>
<td>Development Director</td>
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<td>• The Town’s approved budget for 2017 is $350,000.</td>
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<td>• Authorize staff to utilize up to the full budget amount for 2017 allocated to the Reservoir Improvements.</td>
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<td>• Authorize staff to engage in a construction agreement between the Town and either Coyote Ridge Construction or Connell Resources, Inc. to complete the Phase One Timnath Reservoir improvements based on the lowest bid.</td>
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<td>• Staff anticipates needing additional dollars to complete the construction project including design, construction administration, irrigation improvements, turf landscaping, and an electrical service. Staff will be bringing forward alternative proposals to Council to account for these additional costs.</td>
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<td>STAFF RECOMMENDATION:</td>
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<td>Staff recommends that Council grant authorization to the Town Manager to enter into a Contract (as per the attached example) with either one of the two contractors on the Town’s preferred bidder’s list; Coyote Ridge Construction or Connell Resources, Inc. based on the lowest bid estimate.</td>
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<td>KEY POINTS/SUPPORTING INFORMATION:</td>
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<td>Town Staff has reached out to several construction companies that are on the preferred bidders list and that have recently done work for the Town of this nature. Several companies could not make the timeline work due to other commitments. However, both Coyote Ridge Construction and Connell Resources, Inc. are able to meet the timeline and have yet to provide bid estimates. Upon receipt of said bid estimates, Town Staff would request that Council authorize a contract with the lowest bidder and begin work as soon as possible.</td>
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<td>ADVANTAGES:</td>
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<tr>
<td>• Awarding this contract will commence the construction of the reservoir phase one improvements.</td>
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<td>• Provide much needed venue for the 4th of July Fireworks show to the citizens of Timnath.</td>
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<td>DISADVANTAGES:</td>
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<tr>
<td>• Additional maintenance</td>
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<td>FINANCIAL IMPACT:</td>
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<td>• The current budget for the Reservoir is $350,000.00</td>
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<td>• Staff anticipates additional budget will be needed for other parts of the Phase One improvements.</td>
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<td>• The budget amount includes design, construction administration, earthwork, erosion control, permits, seeding, and road base for new internal drives.</td>
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<td>RECOMMENDED MOTION:</td>
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<td>• I move to approve Resolution No. 18, Series 2017 approving a Contractor Agreement for the Timnath Reservoir Phase One Grading and Seeding Project.</td>
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<td>ATTACHMENTS:</td>
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<tr>
<td>Town Council Purchase Authorization</td>
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<tr>
<td>Resolution</td>
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<tr>
<td>Agreement</td>
<td></td>
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</table>
**Town Council Purchase Authorization**

**Date:** February 28, 2017  
**Vendor:** Lowest Bid Preferred Contractor (either Coyote Ridge Construction or Connell Resources, Inc.)  
**Department:** Parks and Recreation  
**Project:** Timnath Reservoir Trail/Park (100-6200-9039-000)  
**Description:** Earthwork, erosion control, road base, seeding, soil conditioning, selective rock removal, culverts, as well as state permits for the Phase One improvements at the Timnath Reservoir for the 2017 4th of July event.

<table>
<thead>
<tr>
<th>Is this purchase more than $25,000</th>
<th>X Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this the purchase of Real Estate or Land</td>
<td>Yes</td>
<td>X No</td>
</tr>
<tr>
<td>Is this the purchase of Public Art</td>
<td>Yes</td>
<td>X No</td>
</tr>
<tr>
<td>Is this a budget request for a purchase that will exceed the approved budget</td>
<td>Yes</td>
<td>X No</td>
</tr>
</tbody>
</table>

**Advantages:**  
- Awarding this contract will commence the construction of the reservoir phase one improvements.  
- Provide much needed venue for the 4th of July Fireworks show to the citizens of Timnath.

**Disadvantages:**  
- Additional maintenance

<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>Timnath Reservoir Trail/Park</td>
<td>$350,000</td>
<td>$332,107</td>
<td>$0</td>
<td>$332,107</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Financial Impact:**  
- This is a budgeted item.

**Recommendation/Justification:**  
- Staff recommends that Council grant authorization to the Town Manager to enter into a Contract with either one of the two contractors on the Town’s preferred bidder’s list; Coyote Ridge Construction or Connell Resources, Inc. based on the lowest bid estimate.

---

**Requesting Department Signature**: [Signature]  
**Date**: 2/24/17

**Town Manager Signature**: [Signature]  
**Date**: 2/24/17
A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACTOR AGREEMENT FOR THE TIMNATH RESERVOIR PHASE ONE GRADING AND SEEDING

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

WHEREAS, attached hereto as Exhibit A is a draft of the Town’s Standard Services Contract for this project; and

WHEREAS, the Town Council finds it in the best interest of the Town to proceed with Phase One grading and seeding improvements at the Timnath Reservoir to prepare for the 4th of July event; and

WHEREAS, Staff recommends that Council grant authorization to the Town Manager to enter into a Contract with either one of the two contractors on the Town’s preferred bidder’s list; Coyote Ridge Construction or Connell Resources, Inc. based on the lowest bid estimate; and

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

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

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

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
AGREEMENT

This agreement is dated as of the _____ day of __________________, 2017 by and between:

Town of Timnath (hereinafter called Owner) and
___________________________ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: Phase One Grading and Seeding at the Timnath Reservoir

ARTICLE 2. ENGINEER

The project has been designed by TST, Inc. Consulting Engineers who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be substantially completed by __TBD_____ or within ___ calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by __TBD_____ or within ___ calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars ($500.00) for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the work is substantially complete.

3.3 After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred dollars ($500.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.
ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows: TBD based on Contractor’s Bid.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment as recommended by Engineer, on or about the 10th day of each month following the month that the Engineer received and processed the application during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

Ninety-five percent (95%) of work completed.

Ninety-five percent (95%) of materials and equipment not incorporated in the work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

5.1.2 Upon Substantial Completion in an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Contract Price, less such amounts as Engineer shall determine or Owner may withhold in accordance with paragraph 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 14 of the General Conditions shall bear interest at a rate not exceeding 12.0 percent per annum.

ARTICLE 7. CONTRACTOR’S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:
7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to reply.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the work consist of the following:

8.1 This Agreement (pages 1 to 6, inclusive).

8.2 Performance and Labor and Material Payment Bond.

8.3 Notice of Award.

8.4 General Conditions (pages 1 to 62, inclusive).

8.5 Supplementary Conditions (pages 1 to 9, inclusive).
8.6 Drawings, consisting of a cover sheet and sheets numbered 1 through ____ inclusive with each sheet bearing the following general title: __________________________.

8.7 Contractor’s Bid.

8.8 The following which may be delivered or issued after the Effective the date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS

1. The Contractor shall not:

   (A) Knowingly employ or contract with an illegal alien who will perform work under the public contract for services; or

   (B) Enter into a contract with a Subcontractor that fails to certify to the Contactor that the Subcontractor shall not knowingly employ or contract with an illegal alien who is newly hired to perform work under the public contract for services.

2. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the employment verification program established pursuant to C.R.S. 8-17.5-102(5) (“the Department Program”) or the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (“the E-verify Program”)
3. The Contractor shall use either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

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

5. If the Contractor obtains actual knowledge that a Subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

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

(B) Terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to paragraph 4(A) the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Contract shall comply with any reasonable request by the Colorado Department of Labor and Employment (“the Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. 8-17.5-102(5)(a).

7. If a Contractor violates a provision of the public contract for services required pursuant to paragraphs 1-5, the Owner may terminate the contract for breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner.
ARTICLE 11. OTHER PROVISIONS

In witness whereof, the parties hereto have signed this Agreement in triplicate. One counter part each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____________________, 2015.

Owner:  Town of Timnath

Contractor: ______________________

By: ____________________________

By: ____________________________

(CORPORATE SEAL) (CORPORATE SEAL)

Attest: __________________________

Attest: __________________________

Address for giving notices
Town of Timnath
4800 Goodman St.
Timnath, CO  80547

License No. ________________________
## 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.” | Ordinance □ │ Resolution □ │ Discussion X |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|----------------|
| Presented by: Town Attorney | | | | |

### 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