TOWN OF TIMNATH
TOWN COUNCIL
Tuesday, December 12, 2017,
Immediately Following the Timnath Development Authority Meeting at 6:00 p.m.
4800 Goodman Street, Timnath, Colorado

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, they are requested to select a spokesperson to state that position.

4. CONSENT AGENDA
   a. Approval of the November 14, 2017, Town Council Meeting Minutes
   b. Approval of the Check Register
   c. RESOLUTION NO. 69, SERIES 2017, A Resolution Approving the 2018 Law
      Enforcement Services Agreement Between the Town of Timnath and Larimer County
   d. RESOLUTION NO. 70, SERIES 2017, A Resolution Approving the Joinder Agreement
      for the 2018/2019 Services Agreement for a Law Enforcement Data Warehouse with
      Numerica Corporation
   e. ORDINANCE NO. 1, SERIES 2018, FIRST READING, An Ordinance Finding Substantial
      Compliance for the Annexation Known as Ruybal and Setting a Public Hearing on January
      9, 2018, at 6:00 p.m.
   f. ORDINANCE NO. 2, SERIES 2018, FIRST READING, An Ordinance Approving the
      Zoning Map Amendment for the Annexation of the Ruybal Property to the Town of Timnath
      and Setting a Public Hearing on January 9, 2018, at 6:00 p.m.
   g. ORDINANCE NO. 3, SERIES 2018, FIRST READING, Annexation for the Fewell Farm
      to the Town of Timnath located south of Harmony Road and east of and adjacent to the
      Riverbend Subdivision and Setting a Public Hearing on January 9, 2018, at 6:00 p.m.
   h. ORDINANCE NO. 4, SERIES 2018, FIRST READING, An Annexation for the Feldman
      Farm to the Town of Timnath located west of Three Bell Parkway and east of and adjacent
      to the Fewell Farm and Setting a Public Hearing on January 9, 2018, at 6:00 p.m.
   i. ORDINANCE NO. 5, SERIES 2018, FIRST READING, An Ordinance Approving the
      Zoning Map Amendment for the Annexations of the Fewell and Feldman Farms to the Town
      of Timnath located south of Harmony Road and west of Three Bell Parkway and Setting a
      Public Hearing on January 9, 2018, at 6:00 p.m.
   j. ORDINANCE NO. 6, SERIES 2018, FIRST READING, An Ordinance Approving the
      Planned Development Overlay District for the Rendezvous (Fewell/Feldman) Subdivision
      and Setting a Public Hearing on January 9, 2018, at 6:00 p.m.
5. REPORTS
   a. Mayor and Council
   b. Staff

6. BUSINESS
   a. ORDINANCE NO. 22, SERIES 2017, PUBLIC HEARING, An Ordinance Amending the Timnath Land Use
      Presented by Matt Blakely, Contracted Community Development Director
   
   b. ORDINANCE NO. 23, SERIES 2017, PUBLIC HEARING, An Ordinance Amending Chapter 4 of the Municipal Code to Incorporate Impact Fees and Special Assessments and Update the Associated Fee Schedules Therein
      Presented by Matt Blakely, Contracted Community Development Director
   
   c. ORDINANCE NO. 24, SERIES 2017, PUBLIC HEARING, An Ordinance Amending and Restating Chapter 4, Article 3 and Chapter 4, Article 4 of the Timnath Municipal Code Regarding Sales and Use Tax and Amending Chapter 6, Article 1 of the Timnath Municipal Code Regarding Business License Renewal Dates
      Presented by Robert Rogers, Contracted Town Attorney
   
   d. ORDINANCE NO. 25, SERIES 2017, PUBLIC HEARING, An Ordinance summarizing expenditures and revenues for each fund and adopting a budget for the Town of Timnath, Colorado, for the calendar year beginning on the first day of January 2018, and ending on the last day of December 2018
      Presented by April Getchius, Town Manager
   
   e. ORDINANCE NO. 26, SERIES 2017, PUBLIC HEARING, An ordinance appropriating sums of money to the various funds and spending agencies, in the amount and for the purpose as set forth below, for the Town of Timnath, Colorado, for the 2018 budget year
      Presented by April Getchius, Town Manager
   
   f. ORDINANCE NO. 27, SERIES 2017, PUBLIC HEARING, An ordinance amending the Town budget for the 2017 budget year
      Presented by April Getchius, Town Manager
   
   g. RESOLUTION NO. 71, SERIES 2017, A Resolution Approving Levying General Property Taxes for the Year 2017 to Help Defray the Costs of Government for the Town of Timnath, Colorado, for the 2018 Budget
      Presented by April Getchius, Town Manager
   
   h. RESOLUTION NO. 72, SERIES 2017, A Resolution Approving the Town of Timnath Employee Safety Manual
      Presented by April Getchius, Town Manager
   
   i. RESOLUTION NO. 73, SERIES 2017, A Resolution Approving Deferral of Building Permit Fee
      Presented by April Getchius, Town Manager

7. ADJOURNMENT
Town of Timnath
Regular Meeting Minutes
Tuesday, November 14, 2017
IMMEDIATELY FOLLOWED THE TIMNATH DEVELOPMENT AUTHORITY MEETINGS AT 6:00 P.M.

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

1. CALL TO ORDER AND ROLL CALL:
Mayor Pro Tem Voronin called to order the meeting of the Town Council on Tuesday, November 14, 2017, at 6:01 p.m.

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

Absent:
   a. Mayor Jill Grossman-Belisle
   b. Councilmember Paul Steinway

Also Present:
   a. April Getchius, Town Manager
   b. Milissa Peters, Town Clerk
   c. Robert Rogers, Contracted Town Attorney
   d. Steve Humann, Contracted Town Engineer
   e. Matt Blakely, Contracted Community Development Director
   f. Brian Williamson, Contracted Town Planner
   g. Kevin Koelbel, Contracted Town Planner
   h. Phil Goldstein, Timnath Resident

2. AMENDMENTS TO THE AGENDA:
   a. NONE

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

4. CONSENT AGENDA:
   a. Approval of the October 24, 2017, Town Council Meeting Minutes
   b. Approval of the Check Register
   c. RESOLUTION NO. 64, SERIES 2017, A Resolution Ratifying the Service Agreement with APEX Pavement Solutions
d. **RESOLUTION NO. 65, SERIES 2017**, A Resolution Approving a Purchase from Kois Brothers for the Public Works Department

e. **ORDINANCE NO. 23, SERIES 2017, FIRST READING**, An Ordinance Amending Chapter 4 of the Municipal Code to Incorporate Impact Fees and Special Assessments and Update the Associated Fee Schedules Therein and Setting a Public Hearing on December 12, 2017, at 6:00 p.m.

f. **ORDINANCE NO. 24, SERIES 2017, FIRST READING**, An Ordinance Amending and Restating Chapter 4, Article 3 and Chapter 4, Article 4 of the Timnath Municipal Code Regarding Sales and Use Tax and Amending Chapter 6, Article 1 of the Timnath Municipal Code Regarding Business License Renewal Dates and Setting a Public Hearing on December 12, 2017, at 6:00 p.m.

g. **ORDINANCE NO. 25, SERIES 2017, FIRST READING**, An Ordinance summarizing expenditures and revenues for each fund and adopting a budget for the Town of Timnath, Colorado, for the calendar year beginning on the first day of January, 2018, and ending on the last day of December, 2018 and Setting a Public Hearing on December 12, 2017, at 6:00 p.m.

h. **ORDINANCE NO. 26, SERIES 2017, FIRST READING**, An ordinance appropriating sums of money to the various funds and spending agencies, in the amount and for the purpose as set forth below, for the Town of Timnath, Colorado, for the 2018 budget year and Setting a Public Hearing on December 12, 2017, at 6:00 p.m.

i. **ORDINANCE NO. 27, SERIES 2017, FIRST READING**, An ordinance amending the Town budget for the 2017 budget year and Setting a Public Hearing on December 12, 2017, at 6:00 p.m.

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

5. **REPORTS:**
   a. Mayor/Council

6. **BUSINESS:**
   a. **ORDINANCE NO. 22, SERIES 2017, PUBLIC HEARING**, An Ordinance Amending the Timnath Land Use Code – Staff requesting this item be continued to the December 12, 2017, meeting

Councilmember Neal moved to Continue **ORDINANCE NO. 22, SERIES 2017, PUBLIC HEARING**, An Ordinance Amending the Timnath Land Use Code, to the December 12, 2017, at 6:00 p.m. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

b. **RESOLUTION NO. 66, SERIES 2017**, A Resolution Supporting Reauthorization by the General Assembly of the Colorado Lottery Division in 2018

Staff Comments:
   • Ms. Getchius spoke to Council about the proposed resolution.
Councilmember Pearson moved to approve RESOLUTION NO. 66, SERIES 2017, A Resolution Supporting Reauthorization by the General Assembly of the Colorado Lottery Division in 2018. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

c. RESOLUTION NO. 67, SERIES 2017, A Resolution Approving 2018 Colorado Intergovernmental Risk Sharing Agency (CIRSA) Property/Casualty and Workers Compensation Participation
   Staff Comments:

d. RESOLUTION NO. 68, SERIES 2017, A Resolution Approving the Employer Participation Agreement in Colorado Employer Benefit Trust (CEBT)
   Staff Comments:
   • Ms. Getchius spoke to Council about the proposed resolution. Councilmember Pearson moved to approve RESOLUTION NO. 68, SERIES 2017, A Resolution Approving the Employer Participation Agreement in Colorado Employer Benefit Trust (CEBT). Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

7. ADJOURNMENT:

Mayor Pro Tem Voronin adjourned the meeting 6:06 p.m.

Town Council approved the November 14, 2017, Town Council Meeting Minutes on December 12, 2017.

TOWN OF TIMNATH

_____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_____________________________________
Milissa Peters, CMC
Town Clerk
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## Payment Approval Report - Check Register

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**Nov 30, 2017  03:13PM**

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Dated: ______________________________________________________

Mayor: ______________________________________________________

City Council: ________________________________________________

City Recorder: ______________________________________________
### Town of Timnath
### Payment Approval Report - Check Register

**Report dates:** 10/1/2017-12/31/2017

**Dec 05, 2017 04:48PM**

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**Total TST, INC CONSULTING ENGINEERS:**

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**Total Verizon Wireless:**

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**Walker Landscaping Inc**

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Dated: _______________________________________________________

Mayor: _______________________________________________________

City Council: ________________________________________________

City Recorder: _______________________________________________
## EXECUTIVE SUMMARY:
Contract to continue law enforcement coverage by Larimer County Sheriff’s Office (LCSO). Services include law enforcement response to calls, dispatch, records and investigations if needed. Contract and defined services assists Timnath police with providing 24-7 coverage to Timnath residents.

## STAFF RECOMMENDATION:
Approval of contract resolution

## KEY POINTS/SUPPORTING INFORMATION:
1) Contract includes LCSO law enforcement response, school resource officer, and Tiburon maintenance. Contract total of $63,757

## ADVANTAGES:
Maintaining law enforcement coverage for Timnath citizens and businesses as Timnath police department increases staffing and available hours. Larimer County Sheriff’s Department has also provided us with investigative expertise, in-service training, and mini-academy training for new officers.

## DISADVANTAGES:
None

## FINANCIAL IMPACT:
$63,757

## RECOMMENDED MOTION:
“I move approval of Resolution No. 69, Series 2017 entitled “2018 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN LARIMER COUNTY AND THE TOWN OF TIMNATH”

## ATTACHMENTS:
1. Resolution
2. Contract for 2018 Larimer County Sheriff’s Office and Town of Timnath
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 69, SERIES 2017

A RESOLUTION APPROVING 2018 LAW ENFORCEMENT AGREEMENT BETWEEN THE TOWN OF TIMNATH AND LARIMER COUNTY

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 Law Enforcement Agreement Between the Town of Timnath and Larimer County (“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 FOLLOW:

Section 1. Approval

The Town Council hereby approves the Agreement.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

_________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
# MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT

**BY AND BETWEEN**

LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH, COLORADO

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**ATTACHMENT A:** Statement of Work and Budget Agreement
MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
LARIMER COUNTY, COLORADO AND THE TOWN OF TIMNATH, COLORADO

THIS AGREEMENT, is made and entered effective the 1st day of January 2018, between the Town of Timnath, Colorado, a municipal corporation (the "Town"); and the Board of County Commissioners of the County of Larimer, Colorado through the Larimer County Sheriff (the "County").

WITNESSETH:

WHEREAS, the Town is desirous of contracting with the County for the performance of law enforcement services through the Larimer County Sheriff’s Office (hereinafter referred to as "Sheriff" or "Sheriff's Office"); and

WHEREAS, the County is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

WHEREAS, such law enforcement services agreements are authorized and provided for by the provisions of Colorado Revised Statutes §29-1-203 and §30-11-410.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County agrees, through the Sheriff, to provide general law enforcement services within the corporate limits of the Town to the extent and in the manner hereinafter set forth in this Agreement. Annually, the Sheriff and Town will negotiate the budget, which sets forth the level of services provided and the associated costs (See section 2 for details).

1.2 Except as otherwise specifically set forth in this Agreement, such services shall be the basic level of services which are provided for unincorporated areas of Larimer County.
1.3 **Contracted Law Enforcement Services** - General law enforcement services performed hereunder may include, if requested by the Town and included on the annual Statement of Work and Budget Agreement (See Section 2): supplemental sworn officer support, supplemental security support, and supplemental professional civilian support staff.

1.4 **Training & Equipment** - The Sheriff will provide equipment, training, uniforms, vehicles, and supplies for deputies provided hereunder, on the same basis as the Sheriff provides to deputies assigned outside of the Town, adequate to provide the services agreed to hereunder.

1.5 **Police Records Management** - The Sheriff shall maintain in the Sheriff’s records system, and in accordance with the Sheriff’s applicable records retention policies, records relating to criminal complaints, arrests, and other official law enforcement actions taken by the Sheriff under this Agreement. During and after termination of this Agreement, the Town shall have continuous access to the Sheriff’s records for all information pertaining to any entry made by the Sheriff on behalf of the Town under this Agreement, which access shall be granted at no charge and for legitimate Town law enforcement purposes.

1.6 **Dispatch Services** - The Sheriff shall provide law enforcement dispatching services necessary to maintain the services set forth in this Agreement. Other dispatching services may be provided to the Town at a rate determined through a negotiation process between the Town and the Sheriff and documented in the annual Statement of Work and Budget Agreement. This process determines the Town's share of payment for communications services using the same formula for determining payment for communications services which is applied to the other government entities.

1.7 **Evidence Storage and Processing** – The Sheriff shall provide for the storage, processing, disposition and management of standard evidence collected on behalf of the Town as necessary to maintain the services set forth in this Agreement, except in situations involving hazardous material or other special circumstances outlined in Section 2.8 below.

1.8 **Monthly Reports** - The Sheriff shall provide a monthly written report to the Town Administrator\Manager detailing law enforcement and public service activities
provided under this Agreement. Said report is to be submitted to the Town prior to the 15th of the following month. The contents of the report, or portions thereof, shall be released to the public only upon the expressed authorization of the Sheriff. Said report shall include the number of hours of patrol time spent within the corporate limits of the Town by deputies assigned to the Town; a detailed record of time spent by additional deputies within the corporate limits of the Town will be reported in a separate sheet; and the number and type of incidents handled within the corporate limits.

2.0 STAFFING AND SERVICE LEVELS

2.1 The personnel, resources, and services performed hereunder and specifically requested by the Town shall be developed in conjunction with the Sheriff and indicated on the annual Statement of Work and Budget Agreement, attached hereto as Attachment A and incorporated herein by this reference.

2.2 A new Statement of Work and Budget Agreement for the ensuing calendar year shall be authorized and signed annually by the Town and the Sheriff or his designee by December 15th, and attached hereto as an Amendment to this Agreement.

2.3 Should the Town request a change in level of service other than pursuant to the annual readjustment, an additional Statement of Work and Budget Agreement shall be signed and authorized by the Town and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

2.4 The most recent dated and signed Statement of Work and Budget Agreement attached to this Agreement shall be the staffing level in effect between the Sheriff and the Town.

2.5 The Town may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in an amended Statement of Work and Budget Agreement under the procedures set forth in Sections 2.2 and 2.3 above.

2.6 Supervisor Position – If sworn deputies are included on the Statement of Work and Budget Agreement, it will include at least one deputy, of the rank of Sergeant or higher, to be responsible for the supervision of deputies assigned to the Town, and to serve as the Chief of Police if the Town does not have its own Police Chief.
The Supervisor appointed by the Sheriff shall be subject to the approval and ongoing consent of the Town, which consent shall not be unreasonably withheld. It is the intent of the parties that consistency, continuity, and experience of service to the Town are important elements of the Supervisor position. It shall be understood by the Town that this assignment is to be a three-year appointment by the Sheriff, with the option of one-year extensions, which extensions shall be at the discretion of the Sheriff.

2.7 **Other Deputies** - Selection of the Sheriff’s deputies to be assigned to the Town under this Agreement will be made by the Sheriff with the ongoing consent of the Town, which consent shall not be unreasonably withheld. Deputies assigned to the Town will be required to serve a minimum of one (1) year in the position unless circumstances prevent it. The Sheriff will ensure that deputies assigned to the Town through this Agreement will spend the majority of their time in the Town. When the Sheriff is unable to staff a deputy in the Town during the normal contracted hours (as set forth in Attachment A) due to vacations, training, or other circumstances, calls for service in the Town will be handled by normal Sheriff's patrol as provided for unincorporated areas of Larimer County.

2.8 **Overtime/Extraordinary Investigations** - It is not intended that overtime expenses above the amount budgeted will be assessed for deputies assigned to the Town, however, the parties recognize that extraordinary criminal investigation scenarios may arise that will require unanticipated levels of service which will require unforeseen resources. In cases of an extraordinary criminal investigation, the Town and Sheriff will meet to discuss cost sharing of overtime expenses, forensic examination expenses, expert analysis expenses and other expenses incurred that are specific to that investigation. The Sheriff determines when an investigation becomes an extraordinary criminal investigation and notifies the Town’s Chief of Police and the Town Manager of said determination.

2.9 **Special Event Staffing** – When the Town requires additional staffing for special events, beyond what the contract deputies can supply, the Sheriff will work with the Town to provide extra staffing. Volunteers, such as Reserve Deputies, Posse, and Explorers may be used, when available and appropriate, to supplement staffing. If extra-duty deputies are required/requested, the Town will be financially
responsible for compensating the County for the hours worked by these deputies at the contractual extra-duty rate charged by the Sheriff's Office.

2.10 **Call Response/Other Jurisdictions.** The deputies assigned to the Town are responsible for call response and routine patrol inside the Town during their scheduled work hours. In order to minimize unnecessary duplication of law enforcement services, the Parties agree that deputies assigned to the Town may from time to time respond to other adjacent jurisdictions, including unincorporated Larimer County, as needed. The deputy will be returned to the Town patrol area as soon as possible in these instances. Similarly, Sheriff’s personnel assigned elsewhere may from time to time be used for law enforcement services within the Town.

3.0 **ADMINISTRATION OF PERSONNEL**

3.1 The Sheriff shall be responsible for personnel administration of Sheriff’s Office employees.

3.2 The rendition of the services performed by the Sheriff's Office, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

3.3 Any complaints of violation of law or policy by Sheriff's deputies assigned to the Town shall be made by the Town or other complaining person in writing, directed to the Sheriff and in compliance with the Sheriff’s policy and procedure for Internal Affairs investigations. Pursuant to that policy, the Sheriff or his designee, shall inform the Town in writing when any such complaint is received, including the name of the deputy complained against and the nature of the complaint. The Sheriff, or his designee, shall also notify the Town that the issue has been addressed after the Sheriff’s internal investigation has been completed.

3.4 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Town shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the Town.

3.5 With regard to Sections 3.3 and 3.4 above, the Sheriff, in an unresolved dispute,
shall have final and conclusive determination as between the parties hereto.

3.6 All Town employees who work in conjunction with the Sheriff’s Office pursuant to this Agreement shall remain employees of the Town and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Town employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the Town and the County.

3.7 The Parties agree that the relationship of the Sheriff to the Town under this Agreement is that of an independent contractor. In this capacity, and for the sole purpose of providing the services contracted for hereunder, the Sheriff may be considered to be an agent of the Town; for all other purposes, however, the Sheriff and his deputies provided under this Agreement shall be considered to be officials or employees of Larimer County and not employees of the Town. All other persons who are employed by or acting as agents of the Town shall be considered to be employees or agents of the Town and not of the Sheriff. No person who is not a deputy of, employed by, or expressly commanded by, the Sheriff in the course of providing law enforcement services hereunder shall be considered to be an agent or employee of the Sheriff for any purpose.

3.8 The Town shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for said Town.

3.9 The Town shall not be liable for workers' compensation or unemployment insurance for any of the Sheriff's employees for injuries or sickness arising out of their employment by the Sheriff. The County shall, to the extent of County insurance, cover such liabilities, and provide any required workers’ compensation insurance program and unemployment insurance coverage for Sheriff’s employees.

3.10 Municipal and County Court - Sheriff’s deputies making arrests or issuing summonses to violators for appearance in court shall appear at the appointed time and date to give all evidence and testimony required by the court. Sheriff’s deputies failing to comply with this requirement may be subject to disciplinary action by the Sheriff. Deputies assigned to the Town will not act as court recorders and are not
held responsible for scheduling or monitoring of community service sentenced by the court. An assigned deputy will act as the court bailiff if the Town does not have a bailiff.

4.0 RESOURCES TO BE PROVIDED BY THE TOWN

4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the Town may provide additional resources for the County to utilize in performance of the services.

4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff’s Office substation within the Town which would not normally be provided by the Sheriff, the Town shall furnish at its own cost and expense all necessary office space, including: phone lines and data lines adequate for access to the Sheriff’s computer network, light, water, and other utilities. The Town agrees to maintain liability insurance on the building as set forth in Section 5.2 of this Agreement.

4.4 It is expressly further understood that in the event a local office or building is maintained in said Town, such local office or building may be used by the Sheriff in connection with the performance of his duties in territory outside of the Town, provided, however, that the performance of such outside duties shall not be at any additional cost to the Town.

4.5 It is agreed that the County shall furnish and supply all labor, supervision, equipment, communications facilities for dispatching, cost of jail detention (of any person for five (5) days or less)\(^a\) and transport (for thirty (30) miles or less one way)\(^b\), and all supplies necessary to maintain the services to be rendered.

\(^a\) If any person is sentenced to detention by the Timnath Municipal Court for more than five (5) days, other than at the request or consent of the County, Timnath shall be obligated for any period of incarceration over five (5) days at the lower of the normal daily rate charged for Municipal incarceration to the City of Fort Collins or the City of Loveland.

\(^b\) If any person is transported by order of the Timnath Municipal Court for more than thirty (30) miles, one way, other than at the request or consent of the County, Timnath shall be obligated for per mile transport costs over thirty
4.6 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said Town, the same shall be supplied by the Town at its own cost and expense.

4.7 The Town will continue to contract with the Larimer Humane Society, or other service provider, for the storage, care and management of animals taken into custody on behalf of the Town.

5.0 LIABILITY

5.1 Governmental Immunity/Insurance. The County and the Town are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, el seq. as amended (the "Act"). The County shall at all times during the terms of this Agreement, maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The County is authorized under C.R.S. § 24-10-115 (2)(a) to self-insure, and, pursuant to such authorization does so self-insure.

5.2 The Town agrees to obtain commercial liability insurance adequate to cover liability associated with substation premises in the Town, owned or controlled by the Town and used by the Sheriff under this Agreement. The insurance policy shall have minimum limits which match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended, and shall name the County as an additional insured.

5.3 The Town further agrees to cooperate fully in the defense of all claims arising from incidents where the Sheriff or any of the deputies subject to this Agreement, was acting on behalf of the Town under the authority of this Agreement. The County agrees to cooperate with the legal counsel retained under the insurance policy for claims subject to this paragraph.

5.4 The County shall provide the Town with proof of self-insurance showing the County's coverage for comprehensive general liability, police professional liability, auto liability, and workers compensation in amounts equal to or greater than

(30) miles one way at the lower of the normal mileage charges billed to the City of Fort Collins or the City of Loveland.
amounts required by state law, and will provide timely updates of any changes in the County's insurance program.

5.5 No term or condition of this Agreement shall be construed or interpreted as a waiver of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to all parties under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., as currently written or hereafter amended or implemented.

5.6 Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, the County and Town are each prohibited from indemnifying or holding harmless another entity or person. No provision of this Agreement is intended nor shall be construed as an agreement by the County or the Town to assume liability for or hold harmless any other entity or person.

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall be from January 1, 2018 through December 31, 2020, unless sooner terminated or extended as provided for herein.

6.2 At the option of the Board of County Commissioners and with the consent of the Town Council and agreement of the Sheriff, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Section 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

6.4 The Level of Service and Budget Agreement (Attachment A) will be updated annually as set forth in Section 2.0 of this agreement.

7.0 RIGHT OF TERMINATION

7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180)
days before the date specified for such termination.

7.2 Notwithstanding any provision herein to the contrary, the Town may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the Town’s notice to the County.

7.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

8.1 The Town shall pay the County for the services provided under the terms of this Agreement at the rates set forth in the Statement of Work and Budget Agreement (Attachment A).

8.2 The rates set forth in the Statement of Work and Budget Agreement (Attachment A) shall be readjusted agreed upon by the County and Town annually effective January 1 of each year, and attached hereto as an Amendment to this Agreement.

8.3 The Town shall be billed based on the service level provided within the parameters of the Statement of Work and Budget Agreement (Attachment A).

8.4 The cost of other services requested pursuant to Section 2.5, 2.8, or 2.9 of this Agreement and not set forth in Attachment A shall be billed at the contractual extra-duty rate charged by the Sheriff's Office or at a rate agreed upon by the Town and Sheriff.

9.0 PAYMENT PROCEDURES

9.1 The Town will pay the County one fourth (1/4) of the contract amount quarterly, as indicated on the yearly Statement of Work and Budget Agreement (Attachment A). The County, through the Sheriff, shall render to said Town within ten (10) days after the close of each quarter a summarized invoice which covers all services performed during said quarter, and said Town shall pay the County for all undisputed amounts within sixty (60) days after date of said invoice.
9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Town shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

10.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

**Notices for the Sheriff/County:**

Larimer County Sheriff and Larimer County Attorney
2501 Midpoint Dr.  
224 Canyon Ave Unit 200  
Fort Collins, CO 80525  
Fort Collins, CO 80521

**Notices for the Town:**

Town of Timnath  
Attn: Town Manager  
4800 Goodman Street  
Timnath, CO 80547
11.0 **AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the Board of County Commissioners and an authorized representative of the Town. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 1.6, 2.0, 4.3, 8.2, 8.4 and 9.2 of this Agreement.

12.0 **AUTHORIZATION WARRANTY**

12.1 The Town represents and warrants that the person executing this Agreement for the Town is an authorized agent who has actual authority to bind the Town to each and every term, condition, and obligation of this Agreement and that all requirements of the Town have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 **ENTIRE AGREEMENT**

This Agreement, Attachment A, and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.
MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LARIMER AND TOWN OF TIMNATH

IN WITNESS WHEREOF, the Town of Timnath, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Larimer, by the Board of County Commissioners, has caused these presents to be subscribed by the Larimer County Sheriff and the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Deputy Clerk of said Board, all on the day and year first above written.

TOWN OF TIMNATH

Mayor ______________________ Date ______________________

ATTEST

Town Clerk ______________________ Date ______________________
(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

Chair ______________________ Date ______________________

ATTEST

Deputy Clerk ______________________ Date ______________________

SHERIFF

Larimer County Sheriff ______________________ Date ______________________

APPROVED AS TO FORM

Senior County Attorney ______________________ Date ______________________
ATTACHMENT A

2018 STATEMENT OF WORK AND BUDGET AGREEMENT
BY AND BETWEEN
COUNTY OF LARIMER AND TOWN OF TIMNATH

This 2018 Statement of Work and Budget Agreement, Pursuant to the Municipal Law Enforcement Services Agreement between the Town of Timnath, Colorado, a municipal corporation (the “Town”) and the Board of County Commissioners of the County of Larimer, Colorado through the Larimer County Sheriff (the “County”), will be in effect from January 1, 2018 through December 31, 2018, unless superseded by a new agreement.

1.0 SCOPE OF WORK

The County, through the Sheriff’s Office, will provide the services of full-time sworn deputies, supervisors, investigators, and one part-time sworn School Resource Officer to assist the Town with law enforcement activities as more specifically described below.

The County agrees to provide the following law enforcement protection services within the corporate boundaries of the Town of Timnath:

Except as otherwise specifically set forth, the services shall be those duties and functions coming within the jurisdiction of the Larimer County Sheriff pursuant to Colorado law that are not provided by the Town’s police, and shall be the basic level of services provided for unincorporated areas of similar population density in Larimer County as determined by the Larimer County Sheriff.

In addition to the basic level of services, and the supplemental services outlined below, the County agrees to the following:

a) The Larimer County Sheriff’s Office, when called to the Town to address traffic issues, traffic violations, or Municipal Code violations, will cite the violations into the Town’s Municipal Court. If deputies are on routine patrol, they will have discretion in enforcing traffic laws and citing into the court of their discretion. It is agreed that when arrests are made and citations and summonses issued solely under ordinances of the Town, the prosecution of such cases shall be in the Town’s Municipal Court. Any and all fines collected shall be paid to the Town.

b) It is agreed that Sheriff’s deputies making arrests or issuing summons to violators for appearance in court shall be required to appear at said court at the appointed time and date to give all evidence and testimony required. Sheriff’s deputies failing to comply with this requirement shall be subject to disciplinary action at the discretion of the Sheriff.

c) The Sheriff’s Office will provide support services for the Town police department consisting of dispatch services, records management and case entry training, time sensitive evidence storage, and crime scene assistance.
d) Access for the Town’s police to enter tickets and cases into the Tiburon records management system. The costs associated with access to the Larimer County Sheriff’s records management system will be handled through a separate contract. The Larimer County Sheriff’s records division is designated as custodian of Town’s police records.

e) The Larimer County Sheriff’s warrant division shall process all Town municipal warrants. At the discretion of the Larimer County Sheriff an additional warrant processing fee may be charged. Such fee is in addition to any fees or payments made pursuant to this agreement.

f) The Larimer County Sheriff shall provide mutual assistance and assignments to back up town officers as requested. The Larimer County Sheriff anticipates providing mutual assistance and assignment to back-up to Town police when they are responding to driving under the influence traffic stops, domestic violence, possible assaults and business/house alarms, however the parties acknowledge resource limitations and responses to other law enforcement needs may prohibit assistance or assignment to every Town request. Recognizing the heightened public and officer safety concerns implicated by the above-enumerated calls, however, the Sheriff shall use its best efforts to assist Town police as requested on such calls.

g) The Larimer County Sheriff may assist Town police with calls in proximity of Town limits and current growth management area.

h) The Town will provide to the County access to the Town Administrative Building facilities and equipment for administrative use.

2.0 SUPERVISOR

A Larimer County Sheriff’s Office supervisor will be responsible for the supervision of law enforcement and public safety operations for the Town, as needed and as available, during periods that Town police are off or unavailable.

The Sheriff, or designee, will work closely with the Police Chief and/or the Town Manager to exchange information, ensure the Sheriff is meeting expectations and is in compliance with this agreement, and to determine the needs of the Town and define priorities and goals for the Town’s law enforcement activities.

3.0 PATROL DEPUTIES

When called upon, deputies will assist the Town in providing law enforcement services as necessary during periods when Town police are unavailable. Law enforcement services shall include, but not be limited to, the following: enforcement of Colorado state statutes and county and municipal ordinances, general traffic enforcement; business checks by foot patrol or by vehicle; vacation checks of private residences (as requested); investigation of traffic accidents; and, investigation of criminal offenses. Calls for service will be handled
by regular on-duty Sheriff’s deputies in the same manner and level as they cover unincorporated areas of the County.

4.0 INVESTIGATOR

The Sheriff will assign an Investigator as needed to assist with Town cases. The parties acknowledge resource limitations and responses to other law enforcement needs may prohibit assistance or assignment to every town request.

5.0 SCHOOL RESOURCE OFFICER

The School Resource Officer’s primary function, during the school year, will be working in the Poudre District Schools to provide law enforcement services and security within the schools. The Officer will split their SRO time according to the contract with the Town.

6.0 CONTRACT WORK HOURS

In general, service hours will include assistance to Town police as requested and response to incidents requiring law enforcement assistance after hours and when Town police services are not staffed.

School Resource services as outlined in the Agreement between the Poudre School District R-1, The Town of Wellington, and Larimer County for the School Resource Officer Program.

The actual time periods spent in providing patrol services shall be dependent upon several factors including, but not limited to, the day of the week, the time of the month, school day versus non-school day, holiday, etc.

7.0 CHANGES TO LEVEL OF SERVICE

Changes to the level of services requested, including scheduled temporary or emergency staffing needs will be provided as set force in Section 2 of the Municipal Law Enforcement Services Agreement.

Termination of the Agreement

Either party shall have the right to terminate this Agreement at any time provided that the party wishing to terminate provide the other party at least one hundred and eighty (180) days written notice of its intention to terminate. In the event that either party elects to terminate this Agreement during its term or fails to agree to renewal as provided in this agreement, the Town shall be liable for payment in full to the County for its services to the date of termination of this Agreement, regardless of which party terminates.
Liaison Between the Parties

It is agreed that the Sheriff shall have the full cooperation of the Town, its officers, agents, and employees, so as to facilitate the performance of this Agreement.

It is agreed that for the purpose of maintaining cooperation, local control, and general information on existing complaints and problems in the Town, the Town’s Police Chief shall be the channel through which written and oral communication shall be directed between the County (Sheriff’s Office) and the Town.

8.0 BUDGET/COSTS FOR SERVICES PROVIDED

For 2018 Calendar year (January 1, 2018 through December 31, 2018)

<table>
<thead>
<tr>
<th>Resource</th>
<th># of Units Requested</th>
<th>Salaries</th>
<th>Services</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Enforcement Deputies</td>
<td>1</td>
<td>$34,871</td>
<td></td>
<td>$34,871</td>
</tr>
<tr>
<td>SRO Deputy</td>
<td>1</td>
<td>$5,300</td>
<td></td>
<td>$5,300</td>
</tr>
<tr>
<td>Vehicles - includes lease, repairs &amp; fuel</td>
<td>1</td>
<td></td>
<td>$6,116</td>
<td>$6,116</td>
</tr>
<tr>
<td>Vehicle maintenance only</td>
<td>1</td>
<td></td>
<td>$773</td>
<td>$773</td>
</tr>
<tr>
<td>Equipment Replacement Costs</td>
<td>2</td>
<td></td>
<td>$498</td>
<td>$498</td>
</tr>
<tr>
<td>Administrative/Operating Costs</td>
<td>1</td>
<td></td>
<td>$1,755</td>
<td>$1,755</td>
</tr>
<tr>
<td>Computer Costs</td>
<td>1</td>
<td></td>
<td>$14,444</td>
<td>$14,444</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1</strong></td>
<td><strong>$63,757</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Quarterly Costs                              |                      |          |          |             |
| Jan - Mar                                     | $15,939.23           |          |          |             |
| Apr - Jun                                     | $15,939.23           |          |          |             |
| Jul - Sep                                     | $15,939.23           |          |          |             |
| Oct - Dec                                     | $15,939.53           |          |          |             |

Training, Court, and benefit time are included in the monthly hours. Typical overtime costs are included in the yearly costs, but significant incidents/events may not be (see section 2.8 & 2.9 of the Municipal Law Enforcement Agreement for details)

The cost of the School Resource Officer is the town’s share of the position. The School District and Town of Wellington will cover the remaining costs of the School Resource Officer(s) position.

Above costs show the average costs for 50 hours per month, in response to calls for service in Timnath.
## EXECUTIVE SUMMARY
Timnath Police Department has contracted with Numerica since 2016 to deliver security, control and flexibility needed to allow the effective sharing and analysis of information among CISC member agencies throughout the state.

## STAFF RECOMMENDATION
Approval of contract resolution

## KEY POINTS/SUPPORTING INFORMATION:

1. Officers use Lumen regularly to assist with the investigations of cases and suspects.
2. Provides police with the ability to develop a photographic line-up. We have relied on other agencies to assist us with prior line-ups because we did not have the tool to develop our own investigative line-up.
3. Northern Colorado agencies have signed the joinder agreement and Numerica’s contract. Information among agencies is shared and provides key information and contacts for case development.
4. Contract and joinder have been reviewed by legal.

## ADVANTAGES
Continue to access information concerning entries into the information sharing system of other agencies in Colorado. The systems and information warehouse are Colorado Justice Information Services (CJIS) compliant.

## DISADVANTAGES
None

## FINANCIAL IMPACT
Cost is $105 per officer per year for two years. Requesting a two-year agreement with budget non-appropriation clause in the contract.

## RECOMMENDED MOTION
Motion to approve Resolution No. 70, Series 2017, A Resolution to approving the contract with Numerica Corporation to provide a tool for gathering northern Colorado crime and suspect information.

## ATTACHMENTS
Resolution and Joinder Agreement
A RESOLUTION APPROVING THE JOINDER AGREEMENT FOR THE 2018/2019 SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

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 Joinder and Numerica Corporation 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 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.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

______________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________________
Milissa Peters, CMC
Town Clerk
SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Services Agreement for a Law Enforcement Data Warehouse (this "Agreement," including all attachments hereto) is entered into as of June 13, 2016 (the "Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and the Member Agencies who have joined this Agreement pursuant to Section 3. The CISC, Numerica, and the Member Agencies who have joined this Agreement may be referred to herein as a "Party" or the "Parties".

Capitalized terms used in this Agreement are defined throughout this Agreement.

RECITALS

A. The purpose of the CISC is to facilitate the sharing of law enforcement and criminal justice data and information by and among the Member Agencies and with other law enforcement agencies.

B. The CISC desires to implement and offer a scalable data warehouse hosting law enforcement and criminal justice data from Member Agencies. The CISC desires: (i) that the data warehouse allow the data contained therein to be shared between the Member Agencies and, at the option of the CISC and Member Agencies, with other law enforcement agencies; and (ii) that any third-party provider of analytical or other data services be able to access and use the data in the data warehouse for the purpose of providing services to the Member Agencies.

C. CISC and Numerica entered into an agreement dated April 13, 2015 (the "Lumen Agreement"), which provides access to the Lumen Client Software Service to Member Agencies who joined the Lumen Agreement. The Lumen Client Software Service is a data analytic software service that enables the searching, analyzing, and sharing of law enforcement and criminal justice data. As part of the Lumen Client Software Service offered under the Lumen Agreement, Member Agencies who joined the Lumen Agreement had their law enforcement and criminal justice data imported into a data warehouse maintained and operated by Numerica.

D. Numerica proposes to expand its existing law enforcement and criminal justice data warehouse and to use the same to provide the data warehouse that the CISC desires.

E. SOW 03 and this Agreement have terms and conditions which are substantially similar to those in the Lumen Agreement. The CISC and Numerica desire that this Agreement eventually supersede the Lumen Agreement, but the Lumen Agreement cannot be terminated until there are no law enforcement agencies receiving services thereunder.

F. Numerica has the expertise and skill to perform the Services described in this Agreement and has the knowledge and capability to comply with the CJIS Security Policy. Numerica has enrolled in, is current with, and complies with the CJIS Vendor Management Program operated by the Colorado Bureau of Investigation ("CBI").

G. The CISC and Member Agencies desire to engage Numerica to implement, expand, maintain, operate, and provide the data warehouse, to provide the Lumen Client Software Service, and to provide additional services in accordance with this Agreement.
AGREEMENT

NOW, therefore, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

1. Services Concerning a Law Enforcement Data Warehouse.

   a. Subject to the terms and conditions of this Agreement, Numerica may perform programming, consulting, application training, creation of deliverables, implementation, maintenance, operation, provision, analytical, and other professional services or may provide software, software services, hardware, or other deliverables (collectively, the "Services") for the CISC and the Member Agencies as described in one or more statements of work (each, a "Statement of Work" or "SOW").

   b. SOW 01, SOW 02, and SOW 03 are attached to this Agreement as Exhibit A, Exhibit B, and Exhibit C, respectively, and incorporated by reference. The Services set forth in SOW 01 are generally in the nature of integrating data from Member Agencies into a data warehouse. The Services set forth in SOW 02 are generally in the nature of maintaining and operating the data warehouse and providing the same as a service to Member Agencies. The Services set forth in SOW 03 are generally in the nature of providing the Lumen Client Software Service to Member Agencies who elect to be provided with the same.

   c. Other than SOW 01, SOW 02, and SOW 03, any additional Statements of Work shall only be binding on the Parties if executed by the Parties. Changes to the scope of the Services set forth in a Statement of Work may only be made in a writing executed by the Parties to whom the Statement of Work applies.

2. Compensation and Payment Terms.

   a. Each Statement of Work shall contain payment terms and conditions applicable to that Statement of Work and shall contain all fees and other compensation (the "Project Fee") payable to Numerica for the Services to be performed under that Statement of Work. The CISC or a Member Agency may withhold from payment any amounts that it disputes in good faith pending resolution of such dispute, provided that any amounts which are not in dispute shall be paid timely. Upon the resolution of the dispute, the CISC or the Member Agency, as appropriate, shall pay the amount set forth in the resolution of the dispute, if applicable.

   b. Unless otherwise stated in a Statement of Work, the CISC shall pay the Project Fee to Numerica pursuant to the terms and conditions stated in the Statements of Work. A Statement of Work may indicate that the CISC is passing the Project Fee on to the Member Agencies. If the Project Fees are being passed on to the Member Agencies, the CISC shall take reasonable actions to collect the Project Fee from the Member Agencies and remit the amounts collected to Numerica. In such a situation, the CISC’s obligation to pay Numerica is contingent upon the CISC collecting such amounts from the Member Agencies. Notwithstanding anything to the contrary, Numerica is not obligated to provide Services to a Member Agency that is not current with its payment obligations hereunder (except for amounts withheld by a Member Agency pending the resolution of a good faith dispute concerning the same).
c. Each Member Agency shall pay to the CISC its portion of a Project Fee as indicated on a Statement of Work. Neither Numerica nor the CISC has the authority to create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

3. Joining this Agreement.

a. Definition of Member Agency. “Member Agency” means a law enforcement agency who has executed the CISC’s founding intergovernmental agreement (the “CISC’s IGA”) and has joined this Agreement. A law enforcement agency that has joined this Agreement but has not executed the CISC’s founding intergovernmental agreement may be considered a Member Agency, subject to the limitations specified herein.

b. The CISC’s executive director is authorized to sign the Joinder Agreement on behalf of the CISC.

c. Joinder by Member Agencies. A law enforcement agency (or its parent government) that has executed the CISC’s IGA may join this Agreement at any time by executing a joinder agreement substantially in the form attached hereto as Exhibit D (a “Joinder Agreement”) and delivering the same to the CISC and to Numerica. If a Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement.

d. Joinder by Non-Member Agencies. With the written consent of the CISC, a law enforcement agency (or its parent government) that has not executed the CISC’s IGA may join this Agreement by executing a Joinder Agreement and delivering the same to the CISC and to Numerica. If the CISC gave written consent and if the Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement. Numerica may only provide the Services set forth on SOW 01 to a law enforcement agency that joins this Agreement but has not signed the CISC’s IGA until that agency has executed the CISC’s IGA (unless the CISC gives its written approval otherwise).

e. Joinder Agreement with Modified or Additional Terms. If a Joinder Agreement modifies or adds to the terms and conditions of this Agreement, then the CISC and Numerica are not obligated to execute the Joinder Agreement. A Joinder Agreement which modifies or adds to the terms and conditions of this Agreement will only be binding on the Parties who have executed it.

4. CISC Project Manager. The CISC shall identify a primary point of contact (a “Project Manager”) concerning this Agreement and all Services to be provided hereunder. In matters concerning the day-to-day implementation and maintenance of the Services, Numerica may communicate directly with Member Agencies as needed. Project Manager shall diligently work to promote the efficient performance of the Parties’ obligations under this Agreement. Numerica will seek the timely involvement of the Project Manager when events, problems, concerns, or requests affecting Services or this Agreement cannot effectively be addressed with the Member Agencies. Numerica shall permit the Project Manager to access Member Agencies search query history and records of the Member Agency’s use of and transactions in the Services.

5. Independent Contractor Status. This Agreement shall not render Numerica or any of Numerica’s agents an employee, partner, agent of, or joint venturer with the CISC or any
Member Agency for any purpose. Numerica is and will remain an independent contractor in its relationship to the CISC and each Member Agency and Numerica’s agents are not and will not become the CISC’s or any Member Agency’s employees.

a. **Taxes.**

i. **NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL BE RESPONSIBLE FOR withholding taxes with respect to Numerica’s compensation hereunder. If required by law, the CISC shall report all payments made to Numerica on a calendar year basis using IRS form 1099. Neither the CISC nor any Member Agency has any obligation to (1) withhold FICA (social security and Medicare taxes) from Numerica’s payments or make FICA payments on Numerica’s behalf, (2) make state or federal unemployment compensation contributions or payments on Numerica’s behalf, or (3) withhold state or federal income tax from Numerica’s payments. Neither the CISC nor any Member Agency will pay taxes on Numerica’s income derived from this Agreement.**

ii. **THE PROJECT FEES UNDER THIS AGREEMENT DO NOT INCLUDE ANY CHARGE FOR TAXES AND THE CISC AND THE MEMBER AGENCIES ARE SOLELY RESPONSIBLE FOR PAYING ANY AND ALL FEDERAL, STATE, AND LOCAL SALES, USE, AND IMPORT/EXPORT TAXES AND CUSTOMS DUTIES ATTRIBUTABLE TO THIS AGREEMENT.**

b. **Insurance.** **NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL HAVE ANY OBLIGATION TO, AND SHALL NOT, OBTAIN WORKERS’ COMPENSATION OR UNEMPLOYMENT INSURANCE OR ANY OTHER INSURANCE COVERAGE OF ANY KIND ON BEHALF OF NUMERICA.**

c. **Method of Performing Services; Results.** In accordance with this Agreement, Numerica will determine the method, details, and means of performing the Services. Neither the CISC nor any Member Agency shall control the manner or determine the method of performing the Services.

d. **Workplace, Hours, and Instrumentalities.** Numerica may perform the Services at any place or location and at such times as Numerica shall determine. With the exception of any tools or instrumentalities explicitly identified elsewhere in this Agreement as being supplied by the CISC, Member Agencies, or other third parties, Numerica agrees to provide all tools and instrumentalities, if any, required to perform the Services.

e. **Limitations on Authority.** No Party shall have the right, power, or authority to bind any other Party to the fulfillment of any condition, contract, or obligation or to create any liability binding on any other Party.

f. **Nonexclusive Services.** In its sole discretion, Numerica may render services on its own account or for any other person during the term of this Agreement.

g. **Requisite Skills.** Numerica has the requisite knowledge, expertise, experience, and training to perform the Services, and neither the CISC nor any Member Agency will provide Numerica with any training concerning the manner or methods of performance of the Services.
6. **Representations and Warranties.**

a. **Numerica's Representations and Warranties.** Numerica represents and warrants that the following are true as of the Effective Date and will be true throughout the term or period in which Numerica provides Services hereunder.

i. Numerica and its subcontractors, if any, have the capacity and the professional experience and skill to perform the Services. The Services will be performed in accordance with this Agreement and standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. The Services shall be provided in a good and workman like manner.

ii. To Numerica’s knowledge, the information supplied by Numerica in the performance of the Services is truthful and accurate in all material respects.

iii. The Services provided under this Agreement shall be adequate and sufficient for their intended purposes.

iv. Numerica has complied and will comply 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.

v. During the period or term that Services in the nature of software or software services are provided, such Services will conform to Numerica’s applicable documentation.

vi. Any software Services that Numerica installs on the Member Agency’s computers, network systems, and Data Sources (collectively, the “**Member Agency’s Systems**”) will not have a material adverse effect on that Member Agency’s Systems.

b. **Numerica's Disclaimers.**

i. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT: (1) THE SERVICES ARE PROVIDED BY NUMERICA "AS-IS" AND NUMERICA MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (2) NUMERICA EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES; AND (3) NUMERICA DOES NOT WARRANT THAT ALL ERRORS CAN OR WILL BE CORRECTED OR THAT THE SERVICES WILL BE WITHOUT ERROR OR INTERRUPTION.

ii. IN ADDITION TO ANY OTHER WARRANTY DISCLAIMERS IN THIS AGREEMENT, NUMERICA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS OR OUTPUT THAT MAY BE OBTAINED FROM THE MEMBER AGENCY’S USE OF THE SERVICES.

iii. The representations and warranties set forth in Section 6.a do not apply to errors, interruptions, problems, defects, or issues (collectively, "**Errors**") that result from (1) factors outside of Numerica's reasonable control, including without limitation any actions or inactions by third parties other than Numerica's subcontractors; (2) failure by the CISC or a Member Agency to comply with this Agreement; (3) failure by the CISC or a Member Agency to use the Services in accordance with the documentation or other
appropriate instructions of Numerica; (4) the improper use or misuse by the CISC or a Member Agency of the Services; (5) Errors in a Member Agency’s data not caused by Numerica; and (6) the fault or negligence of the CISC or a Member Agency.

iv. Exclusive Remedy. In the event of a breach of Numerica’s representations and warranties set forth in Section 6.a as they apply to any Services in the nature of software or software services, and as the CISC’s and as each Member Agency’s sole and exclusive remedy, Numerica will repair or replace the applicable software Services, or any portion thereof, with conforming Services. Repair or replacement may include the following: (1) corrected items; (2) corrected documentation; or (3) instructions or procedures to bypass the problem until a more permanent correction can be implemented.

c. Representations and Warranties of the CISC and Member Agencies. Each Member Agency represents and warrants to Numerica and the CISC (i) that it has the lawful right and authority to provide any and all data that it furnishes under this Agreement or which it otherwise places into the data warehouse and (ii) that Numerica’s use of such data in accordance with this Agreement will not violate or infringe the rights of any third party or any law or agreement.

d. Other Terms.

i. If performance of the Services by Numerica is delayed due to factors beyond Numerica’s reasonable control, or if conditions of the scope or type of Services are expected to change, Numerica shall give timely notice to the CISC and the affected Member Agencies of such delay or change unless, under the circumstances, the CISC or the Member Agency are already aware or should reasonably be aware of the foregoing.

ii. Review, acceptance, or approval by the CISC or any Member Agency of the Services performed or delivered will not relieve Numerica of any responsibility for deficiencies, omissions, or Errors in said Services or deliverables, 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 Numerica’s performance under this Agreement.


a. Standard of Care. Numerica shall use reasonable efforts consistent with prevailing industry standards, but not less than due care, to ensure the security and confidentiality of any law enforcement or criminal justice records held, stored, or maintained by Numerica. All law enforcement or criminal justice records of the Member Agencies are Confidential Information.

b. CJIS Security Policy. Numerica represents and warrants (i) that it has the knowledge, expertise, experience, and training to comply with the Criminal Justice Information Services Security Policy, including the Security Addendum thereto (the “CJIS Security Policy”) and (ii) that all Services will be performed in compliance with the CJIS Security Policy (as applicable). Numerica shall execute the certification to the Security Addendum of the CJIS Security Policy, which is incorporated by reference, before performing of any Services. Numerica shall comply with the terms and conditions of the CJIS Security Policy to the extent applicable at all times.
c. **CBI | CJIS Vendor Management Program.** Numerica shall maintain its enrollment and participation in the CJIS Vendor Management Program operated by CBI.

d. **CJIS Audit.** At the request of the CISC, Numerica shall submit to an audit by CBI or the Federal Bureau of Investigation of Numerica’s compliance with the CJIS Security Policy. The CISC may request up to one audit every two years, which may be in addition to any other audits of Numerica’s compliance with the CJIS Security Policy required by law.

e. **Security Notification.** Numerica shall notify the CISC in writing and in a timely manner in the event of any security incidents related to the Services, regardless of whether the incident violated or potentially involved the CJIS Security Policy. Numerica’s notice of a security incident shall include, at minimum, (i) a description of the incident, (ii) the harm or potential harm resulting therefrom, and, (iii) if the incident involved any data, the name of the Member Agency (or other person) that owned or was responsible for that data.

f. **State Law Requirements.** The Parties shall comply with C.R.S. §§ 24-72-301, *et seq.*, concerning the treatment of criminal justice records. Numerica shall not be considered a “custodian” of any criminal justice records as defined in C.R.S. § 24-72-302(5).

g. **Changes in Law.** If there are changes or updates to law or best practices involving the storage, transmission, transcription, or use of law enforcement or criminal justice information or data, then the Parties shall comply with the changed or updated law or best practices; provided, however, that if the changed or updated law or best practices would have a material adverse effect on the legitimate expectations of a Party, on the reasonable performance of a Party’s obligations hereunder, or on the purposes of this Agreement, the Parties will negotiate in good faith to address the situation in a manner that is acceptable to all Parties.

8. **Insurance.** Numerica must purchase and maintain insurance of the kind and in the minimum amounts specified below.

a. **Mandatory Insurance.** Numerica agrees to procure and maintain, at its own expense, the following policies of insurance before performing any Services:

i. **Workers Compensation Insurance.** Worker’s compensation insurance to cover obligations imposed by applicable laws for any employer engaged in the performance of Services under this Agreement:

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<th>Worker’s Compensation Insurance</th>
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<tr>
<td>Each Accident</td>
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<td>Each Employee for Disease</td>
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Numerica shall comply with the requirements of the Worker’s Compensation Act of Colorado and shall provide worker’s compensation insurance to protect Numerica from and against any and all worker’s compensation claims arising from the performance of services under this Agreement.

ii. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum combined single limits of two million dollars ($2,000,000) each occurrence and three million dollars ($3,000,000) aggregate. The policy shall be
applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractor and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an “occurrence” basis as opposed to a “claims made” basis. This insurance must pay on behalf of Numerica all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

iii. Data Breach Insurance. Data Breach insurance with first party coverage of one hundred thousand dollars ($100,000) and third party coverage of five hundred thousand dollars ($500,000). Coverage shall insure against information theft, damage to or destruction of electronic information, negligent release of private information by Numerica or its subcontractors, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties. This insurance must pay on behalf of Numerica sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

iv. Commercial Automobile Liability Insurance. Commercial automobile liability insurance with minimum combined single limits for bodily injury and property damages of not less than one million dollars ($1,000,000) each occurrence with respect to each of Numerica’s owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Commercial automobile liability insurance must cover Numerica for all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by the occurrence up to the specified limits of liability for each occurrence.

v. Professional Liability Insurance. Errors and omissions or professional liability insurance with a minimum coverage amount of two million dollars ($2,000,000) per occurrence or claim and two million dollars ($2,000,000) aggregate and for two years beyond the completion of all Services.

b. Other Insurance Terms.

i. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best’s Key Rating Guide. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Numerica.

ii. The policies required above shall be primary insurance, and any insurance carried by the CISC or any Member Agency, their officers, or their employees shall be excess and not contributory insurance to that provided by Numerica. No additional insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from completed operations. Numerica shall be solely responsible for any deductible losses under any policy required herein.
iii. The required commercial general liability, data breach, and commercial automobile liability policies shall be endorsed to name the CISC as certificate holder and name the CISC, each Member Agency, and their elected officials, officers, employees, and agents as additional insureds. The required worker’s compensation and errors and omissions or professional liability policies shall be endorsed to include the CISC as a certificate holder. The policies shall provide that the CISC will receive notice no less than 30 days prior to cancellation, termination, or a material change to the policies.

iv. Numerica shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

v. Failure on the part of Numerica to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the CISC may immediately terminate this Agreement, or, at the CISC’s discretion, the CISC may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the CISC shall be repaid by Contractor to the CISC upon demand, or the CISC may offset the cost of the premiums against any monies due to Numerica from the CISC.

vi. The CISC has the right to request and receive a certified copy of any policy and any endorsement thereto.

c. Insurance Certificates. If requested by the CISC, Numerica shall deliver to the CISC certificates of insurance as evidence that policies providing any and all required coverages and limits are in full force and effect. These certificates will serve as an indication to the CISC that Numerica has acquired all necessary insurance; however, the CISC may require that certified copies of the insurance policies be submitted and may withhold payment for Services until the applicable insurance policies are received and found to be in accordance with the Agreement. Insurance limits must be indicated on each certificate of insurance.

9. Indemnification and Hold Harmless.

a. Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with any third-party claim, action, suit, or proceeding (a “Claim”) proximately caused by Numerica’s acts or omissions, except to the extent that such Claims were caused by the breach, negligence, error, violation of law or willful or other act or misconduct of the CISC or a Member Agency.

b. Each Party shall be liable for all liability, loss, damage, expense, and costs proximately caused by its own acts or omissions.


a. Definition. “Intellectual Property” means copyrights, trademarks, trademark applications (including intent-to-use applications), trade names, moral rights, trade secrets,
patents, patent applications, inventions, invention disclosures, know-how, designs, and other items commonly recognized as intellectual property under the laws of the United States or any other country.

b. **Indemnification.** In the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with such Claim, whether or not such Claim is successful.

c. **Remedies for an Infringement Claim.**

i. Notwithstanding and in addition to Numerica’s indemnification obligation set forth in Section 10.b, in the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, or if in Numerica’s reasonable opinion the Services are likely to become the subject of such a Claim of infringement, Numerica will (1) procure for the CISC and each Member Agency the right to continue using the Services; (2) replace or modify the Services so that they become non-infringing (such a modification or replacement shall be materially similar to the original); or, (3) if neither (1) nor (2) is achieved despite Numerica’s reasonable efforts, terminate a particular Statement of Work or this Agreement. Numerica’s indemnification obligation set forth in Section 10.b will survive termination pursuant to this Section 10.c.

ii. If Numerica terminates a Statement of Work or this Agreement pursuant to this Section 10.c: (1) within six months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency all fees paid under the terminated Statement of Work or under this Agreement; (2) between six and 12 months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency one half of all fees paid under the terminated Statement of Work or under this Agreement; and (3) 12 months or after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency a pro-rated portion of the fees paid that reflect the remaining portion of the applicable period or term that Services are to be provided at the time of termination.

d. **Exclusive Remedy.** This Section 10 sets forth the CISC’s and each Member Agency’s sole and exclusive remedy for any Claim of Intellectual Property infringement.

11. **LIMITATIONS OF LIABILITY.**

a. **IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. **LIMITATION OF NUMERICAS LIABILITY.** The cumulative liability of Numerica in connection with, arising under, or in relation to this Agreement, however caused, and regardless of the theory of liability (including negligence), is
LIMITED TO THE GREATER OF (I) THE AMOUNT OF INSURANCE COVERAGE REQUIRED UNDER SECTION 8 APPLICABLE TO THE EVENT(S) GIVING RISE TO NUMERICA’S LIABILITY (REGARDLESS OF WHETHER NUMERICA ACTUALLY PURCHASED CONFORMING INSURANCE) AND (II) THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO NUMERICA’S LIABILITY. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO NUMERICA’S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 10.

c. LIMITATION OF THE CISC’S AND MEMBER AGENCIES’ LIABILITY.

i. The aggregate cumulative liability of the CISC and the Member Agencies in connection with, arising under, or in relation to this Agreement, however caused, and regardless of the theory of liability (including negligence), is limited to the total amount of fees actually paid to Numerica under this Agreement in the six month period prior to the event(s) giving rise to the CISC’s or the Member Agency’s liability.

ii. Each Member Agency’s liability in connection with, arising under, or in relation to this Agreement, however caused, and regardless of the theory of liability (including negligence), is further limited to the total amount of fees actually paid by the Member Agency under this Agreement in the six month period prior to the event(s) giving rise to the Member Agency’s liability.

iii. These limitations of liability do not limit the CISC’s and the Member Agencies’ obligation to pay any Project Fees to Numerica when due.

d. Nothing in this Agreement shall be deemed a waiver of the CISC’s or any Member Agency’s privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

12. Termination.

a. Termination for Breach. Either Numerica or the CISC may terminate this Agreement if the other commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. This Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

b. Termination of Joinder. Any Party may terminate a particular Joinder Agreement and the applicable Member Agency’s participation in this Agreement if Numerica or the Member Agency commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. The Joinder Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without
prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

c. **Effect of Termination.** Numerica shall provide no further Services in connection with this Agreement (or a terminated Joinder Agreement) after the effective date of termination. The CISC and each Member Agency shall have no liability for any Services performed after the effective date of termination. Numerica shall be entitled to receive compensation in accordance with this Agreement for any Services completed in accordance with this Agreement. Notwithstanding the above, no Party shall be relieved of liability for damages sustained by virtue of any breach of this Agreement or any other liability obligation that survives the termination or expiration of this Agreement. Except as otherwise expressly provided, upon termination of this Agreement, the CISC and the Member Agencies shall cease use of the Services.

13. **Confidentiality.**

a. **Definition of Confidential Information.** As used in this Section 13, the word "information" refers to data or information in any form or medium.

   i. **Definition.** "Confidential Information" means all information that a Party (a "Disclosing Party") discloses to another Party (a "Receiving Party") that falls within one or more of the following categories: (1) any information marked or identified as Confidential Information; (2) any information which the Receiving Party knows or reasonably should know that the Disclosing Party is required to keep confidential under a binding obligation with a third party; and (3) all information provided to a Receiving Party which the Receiving Party knows or reasonably should know could be detrimental to the interests of the Disclosing Party if disclosed or used without authorization, whether or not such information is identified as confidential.

   ii. **Exceptions.** Information that falls into any one or more of the following categories will not constitute Confidential Information: (1) information that is or becomes part of the public domain through no fault of the Receiving Party; (2) information that the Receiving Party can show was known by it prior to its receipt from the Disclosing Party; (3) information that the Receiving Party can show was independently developed by or for it without relying on any Confidential Information; (4) information that the Receiving Party can show was rightfully received from a third party who is not under any obligation to maintain the confidentiality of such information, under circumstances not involving a violation of the rights of the Disclosing Party.

   iii. **Court Order.** The Receiving Party will not be in breach of the obligations hereunder to the extent that, based upon the advice of counsel, it provides Confidential Information under a court order or discloses Confidential Information as required by law. Before the Receiving Party discloses Confidential Information under this Section 13.a.iii, it must immediately notify the Disclosing Party of the court order or legal requirement, must give the Disclosing Party a reasonable opportunity to contest or limit the required disclosure, and must provide reasonable assistance at the Disclosing Party’s expense, except to the extent it is illegal to do any of the foregoing.
b. **Protection of Confidential Information.** Except as otherwise provided or permitted in this Agreement, the Receiving Party will not do any of the following, directly or indirectly, without the written consent of the Disclosing Party: (i) disclose, transfer, or otherwise communicate to any third party any Confidential Information; or (ii) use Confidential Information for any purpose. The Receiving Party will not permit any of its respective agents or employees to take any action prohibited by this Section 13.b.

c. **Availability of Injunctive Relief.** The unauthorized use or disclosure of Confidential Information would be highly prejudicial to the interests of the Disclosing Party and would materially damage the Disclosing Party. Therefore, the Disclosing Party will be presumed entitled to injunctive relief to protect its Confidential Information against unauthorized disclosure or use in violation of this Agreement.

d. **Return of Confidential Information.** Upon termination of this Agreement: (i) the Receiving Party will at its option, immediately destroy or deliver to the Disclosing Party the originals and all copies of any and all materials and writings received from, created for, or belonging to the Disclosing Party which relate to or contain any Confidential Information; and (ii) the Receiving Party will permanently delete any and all Confidential Information from all computers and other electronic data storage devices in the Receiving Party’s or its agent’s or employee’s control. If the Receiving Party opts to destroy the Confidential Information, it will provide a written certification of the destruction of the Confidential Information to the Disclosing Party.

14. **Member Agencies’ Data.** Each Member Agency grants to Numerica a limited right and license to use that Data (defined in SOW 01) originated by that Member Agency solely for the purposes set forth herein. The foregoing license shall terminate if the Member Agency terminates its Joinder Agreement. All the Data in the Data Warehouse is and shall remain the sole property of the originating Member Agency. Other than the rights granted herein, the Member Agencies reserve all rights in and to the Data. All Data shall be considered Confidential Information. No ownership rights are being conveyed to Numerica hereunder.

15. **Ownership of Numerica’s Proprietary Rights.** Except as otherwise expressly stated in this Agreement and to the extent applicable, all Services are licensed or provided as a service to the CISC and the Member Agencies and not sold (notwithstanding the use of the term “purchase”, if used herein). Except as otherwise expressly stated, all Intellectual Property rights associated with the Services are the exclusive property of Numerica or its licensors. All rights in and to the Services and Numerica’s other Intellectual Property not expressly granted to the CISC or the Member Agencies are reserved by Numerica. No ownership rights are being conveyed to the CISC or to a Member Agency hereunder.

16. **Restrictions.**

a. Except to the extent expressly provided otherwise in this Agreement, the CISC and each Member Agency will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any part of the Services; (ii) provide, lease, lend, or otherwise use or allow person not a Party to this Agreement to access or use the Lumen Client Software Service; (iii) list or otherwise display or copy any object code of any part of the Services; (iv) develop any improvement, modification, or derivative work to
any Services or include a portion thereof in any other equipment or item; (v) allow the transfer, transmission, export, or re-export of any Services (or any portion thereof) or of Numerica’s technical data; or (vi) perform benchmark tests without the prior written consent of Numerica (any results of such permitted benchmark testing shall be deemed Numerica’s Confidential Information). Notwithstanding these restrictions, nothing herein shall prevent a Member Agency or any third party from developing software that interfaces with the API or Numerica’s public application programming interfaces, if any.

b. Notwithstanding the foregoing or any statement to the contrary in this Agreement, nothing herein alters any provision of an open source software license that applies to those portions of the Services that constitutes or incorporates open source software. Except to the extent it constitutes open source software or as otherwise expressly provided for herein, all source code and algorithms associated with the Services is considered Numerica’s Confidential Information.

17. **Export Control.** The Services may be subject to export controls under U.S. and foreign laws and regulations. The CISC and Member Agencies are solely responsible for ensuring compliance with U.S. and foreign export control laws and regulations. Neither the CISC nor any Member Agency shall transfer, export, or re-export, directly or indirectly, any Services to any country outside the United States or to any prohibited person, entity, or end-user as specified by U.S. export controls including, but not limited to, anyone on the United States Treasury Department’s list of Specifically Designated Nationals, the U.S. Commerce Department’s Denied Persons List, or the U.S. State Department’s List of Statutorily Debarred Parties.

18. **Lumen Agreement | SOW 03.**

   a. The CISC and Numerica shall not permit any Member Agencies who have not joined the Lumen Agreement as of the Effective Date hereof to join the Lumen Agreement. Going forward, all Member Agencies who have not joined the Lumen Agreement and who desire to use the Lumen Client Software Services may do so through SOW 03 to this Agreement.

   b. When the term or subscription period applicable to a Member Agency who joined the Lumen Agreement expires, Numerica and the CISC shall not permit the Member Agency to renew for continued Lumen Client Software Service under the Lumen Agreement.

   c. A Member Agency may terminate its joinder to the Lumen Agreement if it elects to receive the Lumen Client Software Services pursuant to SOW 03. When all the joiners for the parties who joined Lumen Agreement have terminated or expired and Lumen is not obligated to provide services under the Lumen Agreement, the Lumen Agreement shall terminate without any further action required.

19. **Notices.** Notices to be provided under this Agreement shall be given in writing and delivered in person, by email, or by U.S. Mail. The notice information set forth below may be changed by giving notice to the other Party.

| Colorado Information Sharing Consortium (CISC) | With a copy to (CISC): |
| Attn: Mr. David Shipley, Executive Director | Fairfield and Woods, P.C. |
| 15001 East Alameda Parkway | Attn: Mr. Ryan Tharp |

14 014
20. **General Terms.**

a. **Further Assurances.** Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out this Agreement.

b. **Amendments.** Amendments to this Agreement must be in writing and signed by all affected Parties. An amendment which alters the rights of a Member Agency shall only be binding on that Member Agency if it is signed by that Member Agency.

c. **Entire Agreement.** This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof.

d. **Assignment.** Numerica may not assign this Agreement nor delegate any obligation, in whole or in part, to any third party without the CISC’s prior written consent; provided, however, that Numerica may assign this Agreement and all of its rights and obligations hereunder, without the prior written consent of the CISC, in connection with the sale, transfer, or other disposition by Numerica of all or substantially all of its assets or a controlling interest in Numerica. Any assignment or attempted assignment of this Agreement not permitted by this Section 20.d will be void.

e. **Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in state or federal court located in Denver, Colorado.

f. **JURY TRIAL WAIVER.** EACH PARTY AND EACH MEMBER AGENCY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

g. **Dispute Resolution.** If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a “Dispute”) between any combination of Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the CISC of the Dispute by delivering a written statement to the CISC’s Project Manager specifying the nature of the Dispute (each Party to the Dispute may, if desired, submit a written statement). Each of the Parties to the Dispute shall appoint a senior level representative. The CISC’s Project Manager shall schedule a time for the authorized representatives to meet in-person. Beginning on the date of the meeting and ending no less than 10 days thereafter (the “Resolution Period”), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. The CISC’s Project Manager may be the CISC’s authorized representative. NO PARTY MAY INITIATE ANY COURT OR
h. Authority; Non-Contravention. Each Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Numerica represents and warrants that neither the execution and delivery of this Agreement nor the performance or delivery of the Services will conflict with, result in a breach of, or constitute a default under any agreement, contract, or other arrangement to which Numerica is a party or by which it is bound.

i. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.

j. Audit. Each Party or any of their duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the other which are pertinent to such Party’s performance under this Agreement for the purpose of making an audit, examination, or excerpts. Each Party shall provide any documentation necessary to prepare all reporting reasonably required by another Party, and shall keep all books, documents, papers, and records which are pertinent to its performance for a minimum period of two years.

k. Severability. If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.

l. Force Majeure. No Party shall be liable for any delay in or failure of performance of any obligation, nor shall any delay or failure constitute default or give rise to any liability, if and only to the extent that such delay or failure is caused by a “force majeure” event. “Force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, or other causes that are not within such Party’s control, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

m. Liens and Encumbrances. Numerica shall not have any right or interest in any of the CISC’s or any Member Agency’s assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services.

n. Waiver. No covenant or term of this Agreement shall be deemed to be waived by any Party except in a writing signed by a person authorized by such Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.

o. Non-Appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the CISC and each Member Agency beyond the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1 of the first fiscal year for which funds are not appropriated.
p. **Public Trust.** Numerica shall not offer or provide anything of benefit to any Authority official or employee that would place the official or employee in a position of violating the public trust in violation of C.R.S. § 24-18-109, as amended.

q. **Equal Employment Opportunity.** While performing this Agreement, Numerica shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, mental or physical disability, or age.

r. **Illegal Aliens.** Numerica certifies, represents, and warrants that it does not knowingly and will not knowingly (i) employ or contract with any illegal aliens to perform work or (ii) contract with a subcontractor who knowingly employs or contracts with any illegal aliens to perform work. Numerica shall use the E-Verify program to confirm the employment eligibility for all employees who are newly hired to perform Services. The provisions of C.R.S. § 8-17.5-102(2) are incorporated by reference.

s. **Open Records.** The Parties understand that certain material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-202, et seq.

t. **Pecuniary Gain.** In accordance with C.R.S. § 24-72-305.5, Numerica represents, warrants, and affirms that it will not use any records of official actions, any criminal justice records, or any information contained therein for the purpose of soliciting business for pecuniary gain.

u. **Survival of Terms and Conditions.** Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

v. **Headings.** Descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

w. **Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

[signature page follows]
IN WITNESS WHEREOF, the Parties are executing this Agreement to signify their acceptance of all
the terms and conditions stated above, to be effective as of the Effective Date, regardless of the
date of actual signature.

COLORADO INFORMATION SHARING
CONSORTIUM

By: .............................................................
Name: Vince Line
Title: Board Chair
Date: Jul 25, 2016

NUMERICA CORPORATION

By: .............................................................
Name: Jeff Poore
Title: President
Date: Jul 23, 2016
EXHIBIT A

STATEMENT OF WORK 01:
INTEGRATION OF A DATA WAREHOUSE

1. **Definitions.** In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

   a. "Data" means Records which Numerica integrated into the Data Warehouse.

   b. "Data Source" means a Member Agency's System that contains Records to be integrated into the Data Warehouse. Records management systems ("RMS"), jail management systems ("JMS"), and computer aided dispatch systems ("CAD") are all Data Sources. A single instance of a Member Agency’s System containing Records originated by one Member Agency constitutes a single Data Source, whereas a single instance of a Member Agency’s System containing Records originated by two or more Member Agencies may, depending on the configuration and in Numerica’s reasonable determination, constitute more than one Data Source.

   c. "Records" means law enforcement and criminal justice records contained in a Member Agency’s Data Source.

   d. "SOW 01 Member Agency" means a Member Agency that does not currently receive the Lumen Client Software Services from Numerica (either under the Lumen Agreement or otherwise), as further identified on Attachment A-1.

2. **Basic Overview.** Subject to this SOW 01 and this Agreement, Numerica shall: (a) use its existing law enforcement and criminal justice database to provide the CISC and Member Agencies with a scalable data warehouse hosting Member Agencies’ Data (the “Data Warehouse”); and (b) integrate Records from the Member Agency’s Data Sources into the Data Warehouse.

3. **Integration of Records.**

   a. **Initial Data Sources.** Numerica shall integrate into the Data Warehouse the Records contained in one RMS, one JMS, and one CAD Data Source for each Member Agency who joins this Agreement before October 1, 2016. Any Member Agency may elect to have additional Records from additional Data Sources integrated into the Data Warehouse pursuant to the terms of Section 4 of this SOW 01.

   b. **10 Years of Data.** For each Data Source, Numerica shall only integrate the Records made available by the Member Agency and which were created on or after January 1, 2007. Because it may be technically infeasible or impractical to require that no records may be integrated before a certain date, Numerica may, at its discretion, integrate additional Records created before such date.

   c. **Information Numerica Needs.** Numerica will use commercially reasonable efforts to identify the resources and information Numerica expects to use in integrating a
Member Agency’s Records and will provide an initial itemized list of the same to the Member Agency.

d. **Member Agency Right to Limit Records.** Each Member Agency may withhold certain Records, individually or as a class or type, from integration into the Data Warehouse.

e. **Timeline; Delays.** Numerica shall complete the integration of the Records, as delineated by the submission of the Completion Checklist, before December 31, 2016 (the "Deadline"). If Numerica is unable to meet the Deadline due to delays on the part of the CISC or a Member Agency, then the Deadline shall be reasonably extended to reflect the impact of the delay on Numerica’s performance. If Numerica is unable to meet the Deadline due to any other reason, then the CISC may extend the Deadline at its discretion.

f. **Incorporation of Member Agencies’ Existing Lumen Data.** Member Agencies that receive the Lumen Client Software Service under the Lumen Agreement or otherwise as of the Effective Date of this Agreement have already had their Records integrated into a database run by Numerica. Upon such a Member Agency joining this Agreement, those Records shall be considered Data in the Data Warehouse.

4. **Additional Data Sources.**

a. **Types of Data Sources.** A Member Agency may elect to have Numerica integrate Records from additional Data Sources into the Data Warehouse at additional cost. Additional Data Sources fall into one of the following two categories:

i. **Standard.** A “Standard Data Source” is a Data Source which either:

(1) has a set of Records stored in a single commercial off-the-shelf database accessible via ODBC, where such Records are generated by a single commercial off-the-shelf product, and the data dictionary and entity relationship diagrams for such records can be provided to Numerica or

(2) has a set of Records available on a network-accessible file server owned by the agency and stored in standard, commercial-off-the-shelf formats.

ii. **Non-Standard.** A “Non-Standard Data Source” is any Data Source that does not meet the definition of a Standard Data Source.

b. **Costs.** The cost to integrate Records from additional Data Sources is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each additional Standard Data Source (containing up to two million Records to be integrated or equivalent as determined by Numerica)</td>
<td>$1,900.00 each</td>
</tr>
<tr>
<td>Each additional two million Records to be integrated (or equivalent as determined by Numerica) per Standard Data Source</td>
<td>$950.00 each</td>
</tr>
<tr>
<td>Each additional Non-Standard Data Source</td>
<td>To be negotiated on a case by case basis</td>
</tr>
</tbody>
</table>

c. **Process for Adding Data Sources.** Any election to have Numerica integrate Records from additional Data Sources shall be in writing and signed by Numerica and the
Member Agency. Numerica shall confirm the Project Fee associated with such Services before beginning any integration Services.

i. **Before Oct. 1, 2016.** If a Member Agency and elects to integrate Records from additional Data Sources before October 1, 2016, the integration shall be completed by the Deadline and subject to acceptance with the other Data Sources. Numerica shall add the additional cost to the Project Fee and the Member Agency shall remit the additional cost to the CISC for payment to Numerica.

ii. **After Oct. 1, 2016.** If a Member Agency elects after October 1, 2016, to integrate Records from additional Data Sources, integration may not be completed before the Deadline. Numerica shall submit an invoice for the fees associated with these integration Services directly to the Member Agency and the Member Agency shall pay the same within 45 days of the Member Agency’s receipt of the invoice, unless the Parties agree otherwise in writing.

5. **Member’s Responsibilities.** Each Member Agency shall complete the following in order for Numerica to integrate the Records into the Data Warehouse:

   a. Determines whether: (i) to utilize a push mechanism whereby the Member Agency shall be responsible for providing Records to Numerica over the internet in a manner compliant with the CJIS Security Policy for integration into the Data Warehouse (the “Push Mechanism”) or (ii) to utilize a pull mechanism whereby the Member Agency shall make available the relevant Member Agency’s Systems, including the Data Sources containing Records to be integrated, to allow Numerica to extract copies of Records for integration into the Data Warehouse, including making the Member Agency’s Systems available to Numerica via remote access (the “Pull Mechanism”).

   b. Make available to Numerica documentation concerning the Data Sources containing Records to be integrated, including data dictionaries and entity relationship diagrams (Numerica shall sign reasonable non-disclosure agreements if required).

   c. Provide all necessary infrastructure and software information, including without limitation TCP/IP addresses, node names, and network configuration, which is necessary for Numerica to provide the Services.

   d. Configure its Data Sources to restrict Records that the Member Agency does not wish to be integrated into the Data Warehouse from being made available to Numerica.

   e. Provide Numerica with any desired Data Access Rules (defined in Section 7 of this SOW 01).

   f. Identify to Numerica any Records which constitute Criminal Intelligence (defined in Section 7.b of this SOW 01).

   g. Provide to Numerica the assistance, participation, review, and approvals necessary for Numerica to perform its obligations under this Agreement, including without limitation participation in acceptance testing of the integration services.
h. Notify Numerica in a timely manner of any network, machine, or Data Source maintenance that may impact the performance of the Data Warehouse.

i. Provide to Numerica timely, accurate, complete, and up-to-date documentation and information reasonably required by Numerica to perform the integration services and ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide the foregoing.


a. For Member Agencies utilizing the Push Mechanism, Numerica shall provide reasonable technical support in connection with the Push Mechanism.

b. For Member Agencies utilizing the Pull Mechanism, (i) the Member Agency authorizes Numerica to access the Member Agency’s Systems solely for the purpose of Numerica’s performance under this Agreement, (ii) Numerica shall coordinate with the Member Agencies to install all necessary software to effectuate the Pull Mechanism, and (iii) the Member Agency shall provide any proprietary software drivers that are necessary for Numerica to connect to the Data Sources.

7. Data Access Rules. Numerica shall implement the following Data access rules (each, a “Data Access Rule”).

a. CJIS Policy Assumed to Apply. Data that constitutes law enforcement or criminal justice records shall only be made available to and shared with qualifying law enforcement agencies in compliance with the CJIS Security Policy. If a question arises about whether Data constitutes law enforcement or criminal justice records, the presumption is and shall be that the Data constitutes law enforcement or criminal justice records and that the CJIS Security Policy applies.

b. Criminal Intelligence.

i. The term “Criminal Intelligence” means Data identified by the originating Member Agency as meeting the definition of criminal intelligence under 28 C.F.R. Part 23. Each Member Agency shall accurately identify to Numerica its Data which qualifies as Criminal Intelligence.

ii. A Member Agency shall only have access to Criminal Intelligence originated by that Member Agency. As of the Effective Date of this Agreement, the Data Warehouse will not have the capability to perform inter-jurisdictional sharing of Criminal Intelligence in compliance with 28 C.F.R. Part 23, and therefore the sharing of Criminal Intelligence outside of the originating Member Agency by and through the Data Warehouse is forbidden.

c. Sharing with Member Agencies. All Data (with the exception of Data identified as Criminal Intelligence) shall be made available to and shared with the Member Agencies through the API (for clarity, Data shared through the API will be available to Member Agencies though the Lumen Client Software Service and potentially through Authorized Third Parties).
Member Agencies may not restrict this Data Access Rule. Each Member Agency shall treat the Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

d. **Sharing with Non-Member Agencies.**

   i. **Through Lumen.** All Data (with the exception of Data identified as Criminal Intelligence) shall by default be made available to and shared with other law enforcement agencies who are not Member Agencies of the CISC (each a “Non-Member Agency”) by and through the Lumen Client Software Service. Numerica shall ensure that each Non-Member Agency who accesses Data through the Lumen Client Software Service is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

   ii. **Through Other Providers.** The CISC may authorize Numerica to, and if so requested Numerica shall, make available and share Data with Non-Member Agencies by and through an Authorized Third Party (defined in Section 6.a of SOW 02). The CISC shall ensure that each Non-Member Agency who accesses Data though an Authorized Third Party is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

   iii. **General.** Non-Member Agencies may be located within or outside of Colorado. The CISC may restrict all or any portion of the Data from being shared with all or any Non-Member Agencies. Each Member Agency may restrict all or any portion of the Data it originates from being shared with all or any Non-Member Agencies.

e. **Sharing with Certain Non-Law Enforcement Entities.** No Data shared with non-law enforcement entities may contain any law enforcement or criminal justice records. The CISC may grant access to Data to non-law enforcement entities to the extent not restricted by a Member Agency. A Member Agency may grant access to Data it originated to non-law enforcement entities. Each Member Agency may restrict all or any portion of the Data it originated from being shared with all or any non-law enforcement entities.

f. **Other Data Access Rules.** Numerica shall implement any other Data Access Rules requested by a Member Agency for the Data originated by that Member Agency, provided that the request complies with this Agreement. Numerica shall implement any other Data Access Rules requested by the CISC that complies with this Agreement. If the CISC or a Member Agency requests a Data Access Rule that is technically infeasible or reasonably technically impractical to implement, Numerica shall inform the CISC and the Member Agency in a timely manner and Numerica shall have no obligation regarding same.

8. **Documentation.** Numerica shall provide to the CISC and to each Member Agency all documentation necessary to enable the CISC and each Member Agency to use the Data Warehouse for the purposes set forth in this Agreement.
9. **Acceptance.**

   a. **Acceptance of Integration Services.** Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the integration of a Member Agency’s Records into the Data Warehouse (the “Integration Checklist”). Upon completion of the integration services for an individual Member Agency, Numerica will present the Member Agency with the Integration Checklist. For 10 days after the date on which the Member Agency received the Integration Checklist, the Member Agency may reject such integration services by notifying Numerica in writing of the reasons why the integration services did not conform to the Integration Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Integration Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Integration Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the integration services or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted such integration services.

   b. **Acceptance of Services Subject to the Deadline.** Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the Services subject to the Deadline (the “Completion Checklist”). When Numerica believes that the Services are complete, Numerica will present the CISC with the Completion Checklist. For 10 days after the date on which the Member Agency received the Completion Checklist, the CISC may reject the Services by notifying Numerica in writing of the reasons why the Services did not materially conform to the Completion Checklist or this Agreement. For the avoidance of doubt, the CISC can only reject the foregoing services if they do not materially conform to the Completion Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Completion Checklist to the CISC and the process will be repeated, with the CISC having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If the CISC notifies Numerica in writing that it accepts the Services or does not respond to a the Completion Checklist within 10 days of receiving the same, then the CISC shall be deemed to have accepted the Services.

10. **Project Fee.** The Project Fee for the Services subject to the Deadline is $193,088, which may be increased or decreased as provided for herein.

   a. **Reduction in Fee for Member Agency Non-Participation.** The Project Fee shall be reduced if a SOW 01 Member Agency does not join this Agreement by October 1, 2016. In such case, the Project Fee shall be reduced by an amount equal to $27.50 multiplied by the number of full time equivalent (“FTE”) certified peace officers employed by that Member Agency as of the Effective Date of this Agreement. Notwithstanding anything to the contrary, the Project Fee shall not be reduced below $120,000.
b. **Additional Fees for Additional Participation.** The Project Fee shall be increased if a law enforcement entity that is not a SOW 01 Member Agency joins this Agreement on or before October 1, 2016. In such case, the Project Fee shall be increased by an amount equal to $27.50 multiplied by the number of FTE certified peace officers employed by the newly-joined Member Agency as of the effective date its joinder. Notwithstanding the foregoing, if such an entity’s Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then the Project Fee shall not be increased and those integrated Records shall be considered Data in the Data Warehouse.

11. **Payment Terms.**

a. Numerica shall submit two invoices to the CISC. The first invoice shall be for $154,000 and the second invoice shall be for the remainder of the Project Fee (if the payment made under the first invoice is greater than the Project Fee, then Numerica shall refund the excess amount to the CISC). Numerica may submit the first invoice upon execution of this Agreement. Numerica may submit the second invoice upon the CISC’s acceptance of the Services pursuant to Section 9.b. In the event acceptance has not been completed due to CISC or Member-caused delays, the Parties will work together in good faith to determine an interim payment representative of the completed Services. The CISC shall pay proper invoices for the Project Fee no later than 45 days after the CISC’s receipt of an invoice. These fees are not being passed on to the Member Agencies.

b. If invoiced to the CISC, the CISC will pass all fees under Section 4, Section 10.b, and Section 13 to the appropriate Member Agencies.

12. **Effective Date; Cross Termination.** This SOW 01 shall become effective on the Effective Date. If SOW 02 becomes effective, then SOW 01 and SOW 02 are required to both be in effect. If either of SOW 01 or SOW 02 terminates, then the other shall also terminate.

13. **Adding Additional Member Agencies after October 1, 2016.** After October 1, 2016 and during the period that Numerica is performing Services under SOW 02, additional law enforcement agencies may join this Agreement. Upon such joinder, Numerica shall integrate the Records of the new Party consistent with Section 4 of this SOW 01 and otherwise consistent with this Agreement (meaning, for clarity, that each of the new Party’s Data Sources will be treated as additional Data Sources). The Project Fee shall be determined based on the number of Data Sources and Records integrated pursuant to Section 4.b of this SOW 01. Numerica shall invoice the Project Fee for these Services directly to the new Party and the new Party shall pay the same within 45 days of its receipt of the invoice, unless the Parties agree otherwise in writing. The integration of these Records will not be subject to the Deadline. Notwithstanding the foregoing, if such new Party’s Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then there shall be no Project Fee associated with those Records and those integrated Records shall be considered Data in the Data Warehouse.
## ATTACHMENT A 1

### LIST OF SOW 01 MEMBER AGENCIES

<table>
<thead>
<tr>
<th></th>
<th>Agency Name</th>
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<tbody>
<tr>
<td>1.</td>
<td>Adams County Sheriff's Office</td>
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<td>2.</td>
<td>Arapahoe County Sheriff’s Office</td>
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<tr>
<td>3.</td>
<td>Aspen Police Department</td>
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<td>4.</td>
<td>Aurora Police Department</td>
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<td>5.</td>
<td>Avon Police Department</td>
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<td>6.</td>
<td>Brighton Police Department</td>
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<td>Carbondale Police Department</td>
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<td>8.</td>
<td>Castle Rock Police Department</td>
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<td>9.</td>
<td>Cherry Hills Village Police Department</td>
</tr>
<tr>
<td>10.</td>
<td>Colorado Department of Public Safety</td>
</tr>
<tr>
<td>11.</td>
<td>Colorado Springs Police Department</td>
</tr>
<tr>
<td>12.</td>
<td>Columbine Valley Police Department</td>
</tr>
<tr>
<td>13.</td>
<td>Craig Police Department</td>
</tr>
<tr>
<td>14.</td>
<td>Denver Police Department</td>
</tr>
<tr>
<td>15.</td>
<td>Denver Sheriff’s Department</td>
</tr>
<tr>
<td>16.</td>
<td>Douglas County Sheriff’s Office</td>
</tr>
<tr>
<td>17.</td>
<td>Durango Police Department</td>
</tr>
<tr>
<td>18.</td>
<td>Eagle County Sheriff’s Office</td>
</tr>
<tr>
<td>19.</td>
<td>Eagle Police Department</td>
</tr>
<tr>
<td>20.</td>
<td>Edgewater Police Department</td>
</tr>
<tr>
<td>21.</td>
<td>Englewood Police Department</td>
</tr>
<tr>
<td>22.</td>
<td>Erie Police Department</td>
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<tr>
<td>23.</td>
<td>Federal Heights Police Department</td>
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<tr>
<td>24.</td>
<td>Fountain Police Department</td>
</tr>
<tr>
<td>25.</td>
<td>Garfield County Sheriff’s Office</td>
</tr>
<tr>
<td>26.</td>
<td>Glendale Police Department</td>
</tr>
<tr>
<td>27.</td>
<td>Golden Police Department</td>
</tr>
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<td>28.</td>
<td>Grand Junction Police Department</td>
</tr>
<tr>
<td>29.</td>
<td>Greenwood Village Police Department</td>
</tr>
<tr>
<td>30.</td>
<td>Jefferson County Sheriff’s Office</td>
</tr>
<tr>
<td>31.</td>
<td>Littleton Police Department</td>
</tr>
<tr>
<td>32.</td>
<td>Lone Tree Police Department</td>
</tr>
<tr>
<td>33.</td>
<td>Mesa County Sheriff’s Office</td>
</tr>
<tr>
<td>34.</td>
<td>Moffat County Sheriff’s Office</td>
</tr>
<tr>
<td>35.</td>
<td>New Castle Police Department</td>
</tr>
<tr>
<td>36.</td>
<td>Northglenn Police Department</td>
</tr>
<tr>
<td>37.</td>
<td>Parker Police Department</td>
</tr>
<tr>
<td>38.</td>
<td>Rifle Police Department</td>
</tr>
<tr>
<td>39.</td>
<td>Sheridan Police Department</td>
</tr>
<tr>
<td>40.</td>
<td>Silt Police Department</td>
</tr>
<tr>
<td>41.</td>
<td>Thornton Police Department</td>
</tr>
<tr>
<td>42.</td>
<td>University of Colorado at Denver Police Department</td>
</tr>
<tr>
<td>43.</td>
<td>Vail Police Department</td>
</tr>
</tbody>
</table>
EXHIBIT B

STATEMENT OF WORK 02:
PROVISION OF A DATA WAREHOUSE SERVICE

1. **Basic Overview.** Subject to this SOW 02 and this Agreement, Numerica shall: (a) provide the Data Warehouse as a service and provide the API, any other related software or software services as a service, and all related documentation necessary to use the Data Warehouse as a service (collectively, the “Data Warehouse Service”) to the CISC and to the Member Agencies; (b) maintain and operate the Data Warehouse Service; (c) update and refresh the Data in the Data Warehouse via a Data Source refresh process; and (d) provide reasonable technical support services for the Data Warehouse Service.

2. **Provision of Data Warehouse as a Service.**
   
   a. Subject to this SOW 02 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Data Warehouse Service during the Term (and as required thereafter) as a service to each Member Agency.

   b. Subject to this SOW 02 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, limited right and license during the Term (and as required thereafter) to use the Data Warehouse Service to each Member Agency.

3. **Application Programming Interface.**
   
   a. **API.** Numerica shall provide to the CISC and to each Member Agency an application programming interface and any related documentation (the “API”) for the Data Warehouse that permits the search of and access to the Data in the Data Warehouse.

   b. **License to API.** Subject to the limitations and restrictions herein, Numerica grants to the CISC and to each Member Agency a fully-paid up, royalty free, non-exclusive, non-transferable, sublicensable, worldwide right and license to use and make calls to and to permit others to use and make calls to the API to search and access the Data in the Data Warehouse on behalf of the Member Agencies (the “API License”). Nothing in this Agreement shall limit Numerica’s right to use or to permit third parties to use the API, provided that no access to the Data is allowed by such use. The API License shall terminate 30 days after this SOW 02 terminates.

   c. **API Support.** Numerica shall provide general technical support and documentation to the CISC, Member Agencies, and Authorized Third Parties to enable the use of the API and the Data Warehouse Service. Numerica’s support under this SOW 02 is not intended to provide software engineering or software design services.

   d. **Limitation on API Usage.** If an entity’s use of the API is unreasonably excessive or causes a significant degradation in performance of the Data Warehouse Service, Numerica may temporarily limit the use of the API by that entity. If Numerica temporarily limits API use, Numerica shall notify the entity’s whose use was limited and the CISC. Numerica, the CISC, and the impacted entities shall work with Numerica to resolve the issue.
4. **Data Refresh.**

   a. Under SOW 01, Numerica integrated Records from certain Data Sources controlled by the Member Agencies. Numerica shall ensure that the Records integrated into the Data Warehouse are updated and refreshed on a regular basis, but not less than once every other day. Numerica shall monitor the Data Source refresh cycle and notify the CISC and the affected Member Agencies of any significant delays or interruptions in the Data Source refresh process.

   b. For Member Agencies utilizing the Pull Mechanism, Numerica shall use reasonable efforts consistent with prevailing industry standards to ensure the uninterrupted, continuous operation of the Pull Mechanism. If a Member Agency elected to use the Pull Mechanism, the Member Agency authorizes Numerica to access the Member Agency’s Systems solely for the purpose of performing the services described herein.

   c. For Member Agencies utilizing the Push Mechanism, Numerica shall provide commercially reasonable technical support to ensure that the Push Mechanism is operating properly.

   d. Only Data not more than 10 years old shall be stored in the Data Warehouse, although Numerica, in its discretion, may incorporate more Data. As Numerica refreshes the Data, Numerica will delete Data in the Data Warehouse that is older than 10 years and will replace it with current Data. A Member Agency may elect to have Data more than 10 years old stored in the Data Warehouse at additional cost to that Member Agency.

5. **Update Data Access Rules.** Numerica shall in a timely manner implement new Data Access Rules and changes to existing Data Access Rules requested by a Member Agency for the Data that the requesting Member Agency originated, provided that the request complies with this Agreement. Numerica shall in a timely manner implement any new Data Access Rules or changes to existing Data Access Rules requested by the CISC that complies with this Agreement.

6. **Third Parties Access to Data and the API.**

   a. **Authorization of Third Parties.** The CISC and each Member may authorize third parties (each, an “Authorized Third Party”) to access the Data and use of the API: provided, however, that before a Member Agency grants any such authorization, the Member Agency shall first obtain the written approval of the CISC (which approval shall not be unreasonably withheld). Numerica may not unilaterally permit any third party to access the Data without the written approval of the CISC (except as otherwise authorized in this Agreement).

   b. **CJIS Security Policy.** Before accessing the Data or using the API, an Authorized Third Party shall: (i) agree to comply with the CJIS Security Policy; (ii) execute and deliver to the CISC a copy of the Security Addendum to the CJIS Security Policy; (iii) enroll in and maintain its participation in the CJIS Vendor Management Program operated by the CBI (and provide documentation verifying such enrollment and participation to the CISC when requested); and, (iv) upon the CISC’s request, submit to an audit by CBI concerning the Authorized Third Party’s compliance with the CJIS Security Policy.
c. **Notice to Numerica.** Prior to an Authorized Third Party accessing any Data or using the API, the CISC shall provide written notification to Numerica specifying: (i) the legal name and contact information of the Authorized Third Party; (ii) any restrictions on the Authorized Third Party’s access to certain Data; (iii) any restrictions on the Authorized Third Party’s use of the API; and (iv) any other restrictions on or relevant information concerning the Authorized Third Party.

d. **Revocation of Third Party Authorization.** Notwithstanding authorization granted by any Member Agency or the CISC, the CISC may revoke an Authorized Third Party’s access to the Data or use the API for any reason or no reason, including non-compliance with this Agreement.

e. **Support.** Numerica will provide technical support of the Data Warehouse Services to Member Agencies, the CISC, and Authorized Third Parties via both telephone and email on weekdays during normal business hours, with the exclusion of federal holidays.

7. **Installation and Acceptance.** The Parties expect that Numerica will not need to install or configure the Data Warehouse Services under this SOW 02 because the Services performed under SOW 01 should enable Numerica to provide the Data Warehouse Services.

8. **Maintenance of Data Warehouse Service.** During the Term, Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Data Warehouse Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Data Warehouse Service to Member Agencies and to Authorized Third Parties, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Data Warehouse Service over the internet as applicable. All or any portion of the Data Warehouse Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Data Warehouse Service disruptions.

9. **Software Error Reporting and Resolution.**

   a. **Reporting Errors to Numerica.** If the CISC, a Member Agency, or any third party experiences an Error with the Data Warehouse Service, such entity may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

   b. **Error Severity Levels.** Numerica shall assign each reported Error with a “Severity Level” for tracking and response purposes. Severity Levels are described on Attachment B-1. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 of this SOW 02 will not constitute an Error.
c. **Error Resolution.** Numerica shall work to resolve the Error according to Attachment B-2. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

d. **List of Errors.** On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

10. **Remedy for Excessive Errors.**

a. **First Six Months.** In six-month period beginning on the later of (i) the effectiveness of this SOW 02 and (ii) the acceptance of the Services under SOW 01 (pursuant to the Completion Checklist), if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency all Project Fees paid under SOW 01 and SOW 02.

b. **Second Six Months.** In the six month period beginning at the end of the six month period set forth in Section 10.a, if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency 50% of all Project Fees paid under SOW 01 and SOW 02.

11. **Lumen Entitlement.** A Member Agency who receives the Data Warehouse Service under this SOW 02 is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as specified in SOW 03.

12. **Term.** This SOW 02 shall become effective on January 1, 2017, and shall expire on December 31, 2017 (along with any renewal terms. the "Term"). The Term shall automatically renew an unlimited number of times, with each renewal period lasting for one additional year, unless the CISC provides written notification that the then-current Term shall not renew on or before December 1 of the then-current Term. Beginning on April 1, 2019, and annually thereafter, Numerica may provide written notice to the CISC that the then-current Term will not renew, provided that Numerica gives the written notice on or before April 1 of the then-current Term.

13. **Effect of Termination.**

a. **Recovery of Data.** Notwithstanding the termination of the API License, the CISC is entitled download and recover the Data in the Data Warehouse, including by using the API solely for this purpose. Numerica shall provide reasonable help and assistance to the CISC to accomplish this download. Alternatively or additionally, the CISC may require Numerica to provide the Data on one or more physical storage drives. The CISC shall pay to Numerica the actual and reasonable cost of such physical storage drives and reasonable compensation to Numerica, at Numerica’s then standard hourly rate, for Numerica’s services in transferring the Data from the Data Warehouse onto physical storage drives. After the CISC has recovered the
Data, Numerica shall delete the Data from the Data Warehouse and certify in writing to the CISC of the Data's deletion.

b. **Cross Termination.** If this SOW 02 is terminated, then SOW 01 and SOW 03 shall also terminate unless the Parties (or some subset of Parties) otherwise agree in writing.

14. **Project Fee.**

a. The Project Fee for the Services to be provided under this SOW 02, on a per-Term basis, shall be calculated by multiplying $20 by the number of FTE certified peace officers employed by the Member Agencies. The method for determining the Project Fee may not be modified until the Term beginning on January 1, 2020. Beginning on January 1, 2020, the Project Fee may be modified in a manner agreed to by the Parties.

b. The CISC shall use reasonable efforts to annually determine the number of FTE certified peace officers employed by the Member Agencies and the CISC shall notify Numerica in writing of the same before December 1 prior to each Term.

15. **Payment Terms.**

a. Numerica shall submit two invoices for the Project Fee to the CISC in each Term. Each invoice shall be for one half of the annual Project Fee. Numerica may submit the first invoice after January 1 of each Term. Numerica may submit the second invoice after July 1 of each Term.

b. As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies proportionally based on the number of FTE certified peace officers employed by each Member Agency. The CISC shall remit the fees collected from the Member Agencies toward each invoice within 45 days after the CISC's receipt a proper invoice.

[end]
## ATTACHMENT B-1

### ERROR SEVERITY LEVEL

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Name</th>
<th>Description</th>
</tr>
</thead>
</table>
| Level 1 | Critical | (i) For a period of at least 24 continuous hours, the Data Warehouse Service is completely down or there is a major malfunction resulting in an inoperative condition; or  
(ii) A majority of Member Agency’s Systems on which Numerica software is installed crashes or otherwise ceases to function in a reliable manner, in a situation caused by software installed by or on behalf of Numerica. |
| Level 2 | Major | The Data Warehouse Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Data Warehouse Service being usable but severely limited, and any Error which could threaten the use of the Data Warehouse Service. |
| Level 3 | Minor | Errors in the Data Warehouse Service to which there may be a workaround and which do not currently threaten the use of the Data Warehouse Service. Use of the Data Warehouse Service is impaired, but not critically so and users can generally fully use the Data Warehouse Service for its intended function. |
| Level 4 | Trivial | Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Data Warehouse Service. |

[end]
## ATTACHMENT B-2

### ERROR RESOLUTION

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Name</th>
<th>Resolution</th>
<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Critical</td>
<td>Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report</td>
<td>After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution</td>
</tr>
<tr>
<td>Level 2</td>
<td>Major</td>
<td>Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report</td>
<td>After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution</td>
</tr>
<tr>
<td>Level 3</td>
<td>Minor</td>
<td>Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.</td>
<td>The next regularly-scheduled software update cycle.</td>
</tr>
<tr>
<td>Level 4</td>
<td>Trivial</td>
<td>n/a</td>
<td>The next regularly-scheduled software update cycle.</td>
</tr>
</tbody>
</table>

[end]
EXHIBIT C

STATEMENT OF WORK 03
LUMEN CLIENT SOFTWARE SERVICE

1. Definitions. In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

a. "Lumen Client Software Service" means the hardware, software, applications, and associated documentation that is maintained or installed by Numerica and used by Member Agencies pursuant to this SOW 03 to access, review, search, and analyze Member Agencies’ Data, Law Enforcement Data from Non-Member Agencies which is accessible though the Lumen Client Software, and certain other data and information which does not constitute Law Enforcement Data.

b. "Law Enforcement Data" includes the following types of data: (i) criminal justice information, as defined in the CJIS Security Policy; (ii) criminal justice records, as defined in C.R.S. § 24-72-302(4); (iii) information relating to calls for service; (iv) incident data, including original narrative reports; (v) arrest data; (vi) license plate reader data; and (vii) personally identifiable information, as defined in the CJIS Security Policy. The vast majority of the Data in the Data Warehouse constitutes Law Enforcement Data.

c. "Lumen Subscription Guide" means the document attached hereto as Attachment C-1 which states the available Subscription Periods, Subscription Licenses, and associated pricing for the Lumen Client Software Service.

d. "Subscription License" means the various types of subscriptions to the Lumen Client Software Service offered by Numerica, as further described herein.

e. "Subscription Notice" is defined in Section 4.a.

f. "Subscription Period" means either (i) the period during which an Eligible Member Agency is entitled to a limited number of Subscription Licenses under Section 3 of this SOW 03 or (ii) the period specified in a proper Subscription Notice.


a. Subject to this SOW 03 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

b. Subject to this SOW 03 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, non-sublicenseable, limited right and license to use the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.
c. A Member Agency may only use the Lumen Client Software Service (i) for its own law enforcement and investigative purposes, (ii) in accordance with the applicable documentation, and (iii) in accordance with the number and type of Subscription Licenses specified.

3. **Entitlement to Lumen Client Software Service with Data Warehouse Service.** Upon joining this Agreement, any Member Agency who receives the Data Warehouse Service pursuant to SOW 02 and is current with any Project Fees due thereunder (an “Eligible Member Agency”) is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as described in this Section 3 and consistent with this SOW 03. Except for the fact that there is no cost to the Member Agency for use of the Lumen Client Software under this Section 3, a Member Agency’s use of the Lumen Client Software shall otherwise conform to this SOW 03.

   a. **Fewer than 58 FTE Officers.** If the Member Agency employs fewer than 58 FTE certified peace officers, the Member Agency is entitled to one Analyst Subscription License.

   b. **More than 58 FTE Officers.** If the Member Agency employs 58 or more FTE certified peace officers, the Member Agency is entitled to any combination of Subscription Licenses that has an aggregate annual cost equal to or less than $20 multiplied by the number of FTE certified peace officers employed by the Member Agency, provided that at least one of the Subscription Licenses must be an Analyst Subscription License.

4. **Election to Receive Additional Lumen Client Software Service.** In addition to the Subscription License entitlements under Section 3, an Eligible Member Agency may elect to receive additional Subscription Licenses consistent with this Section 4. Any Subscription Licenses under this Section 4 shall be in addition to the Subscription License entitlement under Section 3. All Subscription Licenses under this Section 4 shall begin when the Lumen Client Software Service is accepted by the Member Agency.

   a. **Member Agencies Not Currently Using Lumen.** An Eligible Member Agency who has not joined the Lumen Agreement may elect to receive additional Lumen Client Software Service from Numerica consistent with this SOW 03 by submitting to Numerica a signed written notice substantially in the form attached hereto as Attachment C-2 indicating the number and type of Subscription Licenses desired (a “Subscription Notice”).

   b. **Member Agencies Currently Using Lumen.** An Eligible Member Agency who has joined the Lumen Agreement may terminate its joinder to the Lumen Agreement and receive the Lumen Client Software Service under this SOW 03 by submitting a Subscription Notice to Numerica. If the number and type of Subscription Licenses are unchanged from what the Member Agency received under the Lumen Agreement, the Project Fee shall be the lower of (i) the fees due under the Lumen Agreement and (ii) the fees due under this SOW 03. This Section 4.b shall also apply to Eligible Member Agencies who are using the Lumen Client Software Service pursuant to an agreement directly with Numerica.
5. **Installation and Acceptance.**

   a. Within a reasonable amount of time after the Data Warehouse Service is provided to the Member Agencies under SOW 02 or a Member Agency submits a proper Subscription Notice, Numerica shall, as appropriate, install, configure, and grant access to all software and applications provided by Numerica which are necessary to provide the Member Agencies with the Lumen Client Software Service consistent with the applicable Subscription Licenses.

   b. Numerica shall provide a checklist consistent with the documentation available for the Lumen Client Software Service for the testing and acceptance of the Lumen Client Software Service (the “Lumen Checklist”). Once the Member Agency has access to the Lumen Client Software Service, Numerica will present the Member Agency with the Lumen Checklist. For 10 days after the date on which the Member Agency received the Lumen Checklist, the Member Agency may reject the Lumen Client Software Service by notifying Numerica in writing of the reasons why the Lumen Client Software Service did not conform to the Lumen Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Lumen Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Lumen Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the Lumen Client Software Service or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted the Lumen Client Software Service.

6. **Reciprocal Data Sharing with Non-Member Agencies.**

   a. The Data Access Rules specified in Section 7 of SOW 01 permits Numerica to share each Member Agency’s Data through the Lumen Client Software Service with other Member Agencies and, by default and with some restrictions, with Non-Member Agencies. A Member Agency may restrict the sharing of Data with Non-Member Agencies by implementing additional Data Access Rules. Section 7 of SOW 01 also requires Numerica to ensure that each Non-Member Agency who accesses Data comply with the CJISC Security Policy and applicable law.

   b. If a Member Agency elects to use the Lumen Client Software Service under this SOW 03, then that Member Agency will have access to Law Enforcement Data from Non-Member Agencies only to the extent that the Member Agency elects to share its Data with Non-Member Agencies through the Lumen Client Software Service. This reciprocal sharing principle applies to Non-Member Agencies who use the Lumen Client Software Service: Numerica shall limit a Non-Member Agency’s access to the Member Agencies’ Data to the extent that the Non-Member Agency shares its Law Enforcement Data with other users of the Lumen Client Software Service (including the Member Agencies who use the Lumen Client Software Service). Numerica may use its reasonable discretion to restrict types of Data and Law Enforcement Data from being shared if a Member Agency or Non-Member Agency violates this reciprocal sharing principle.
7. **Treatment of Law Enforcement Data from Non-Member Agencies.** Each Member Agency who receives Law Enforcement Data from Non-Member Agencies through the Lumen Client Software Service shall treat all shared Law Enforcement Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

8. **Maintenance of Lumen Client Software Service.** Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Lumen Client Software Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Lumen Client Software Service to Member Agencies, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Lumen Client Software Service over the internet as applicable. All or any portion of the Lumen Client Software Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Lumen Client Software Service disruptions.

9. **Software Error Reporting and Resolution.**

   a. **Reporting Errors to Numerica.** If a Member Agency experiences an Error with the Lumen Client Software Service, the Member Agency may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

   b. **Error Severity Levels.** Numerica shall assign each Error with a “Severity Level” for tracking and response purposes. Severity Levels are described on Attachment C-3. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 will not constitute an Error.

   c. **Error Resolution.** Numerica shall work to resolve the Error according to Attachment C-4. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

   d. **List of Error.** On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

10. **Effective Date; Termination.** This SOW 03 shall become effective when SOW 02 becomes effective. Unless terminated sooner or otherwise agreed to by the Parties, this SOW 03 shall terminate if SOW 02 terminates. SOW 02 may remain in effect after this SOW 03 is terminated. If a Member Agency no longer receives Data Warehouse Service pursuant to SOW 02, the Member Agency will not be considered an Eligible Member Agency and may not receive Lumen Client Software Service under this SOW 3.
11. **Use of Data and Law Enforcement Data by Numerica.** Numerica may use Data shared through the Lumen Client Software Service (including when mixed with Law Enforcement Data from Non-Member Agencies) to develop new, additional, or improved services or features. Such use shall be solely at Numerica’s expense and shall comply with the CJIS Security Policy, applicable law, and all of Numerica’s contractual obligations. Any new, additional, or improved services or features, including all Intellectual Property rights therein, shall belong to Numerica.

12. **Project Fee.**

   a. The Project Fee for each Member Agency’s addition Subscription Licenses pursuant to Section 4 shall be calculated pursuant to the pricing set forth on the Lumen Subscription Guide and the number and type of Subscription Licenses identified in the Subscription Notice. The pricing set forth on the Lumen Subscription Guide may not be changed until January 1, 2020, and thereafter only by the written agreement of the Parties.

   b. If a Member Agency selects the Enterprise Subscription License, (i) then the number of FTE certified peace officers indicated in the Subscription notice shall be updated annually based on the information provided to Numerica under Section 14.b of SOW 02 and (ii) the Project Fee shall be decreased by an amount equal to $20 multiplied by the number of FTE certified peace officers employed by the Member Agency.

   c. There are no Project Fees for installation or setup of the Lumen Client Software Service because those fees are covered by the Project Fees due for the Data Warehouse and the Data Warehouse Service under SOW 01 and SOW 02.

13. **Payment Terms.**

   a. Unless the Subscription Notice contains different payments terms (which are only binding on the CISC and Numerica if they both sign the Subscription Notice), Numerica shall submit invoices for the Project Fees to the CISC.

   b. As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies. The CISC shall remit the fees collected from the Member Agencies toward each invoice. The CISC shall pay proper invoices within 60 days of the CISC’s receipt of the same.

   c. **Timing of Invoices.**

      i. Project Fees for the portion of the Subscription Period between Installation and December 31 of the year of Installation shall be invoiced after the Lumen Client Software Service is accepted pursuant to this SOW 03.

      ii. For each additional calendar year, or portion of a calendar year, Numerica may submit an invoice on or after January 1.

[end]
## ATTACHMENT C-1

### LUMEN SUBSCRIPTION GUIDE

<table>
<thead>
<tr>
<th>Function</th>
<th>Dashboard</th>
<th>Investigative</th>
<th>Analyst</th>
<th>Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create standard queries (i.e., no free form text, limited to own agency)</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Save queries to dashboard</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Create standard query-based analytics</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Save analytics to dashboard</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Create deep text queries (i.e., unstructured text)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Share saved queries to other investigator and analyst dashboards</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Multi-agency queries</td>
<td></td>
<td></td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Create link charts</td>
<td></td>
<td></td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Share link charts to other users’ dashboards</td>
<td></td>
<td></td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Share saved queries to all users’ dashboards</td>
<td></td>
<td></td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Share saved analytics to other users’ dashboards</td>
<td></td>
<td></td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Export results to file</td>
<td></td>
<td></td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Multi-agency analytics</td>
<td></td>
<td></td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Manage user accounts (no cost)</td>
<td></td>
<td></td>
<td>✔️</td>
<td>✔️</td>
</tr>
</tbody>
</table>
## Lumen Price List

<table>
<thead>
<tr>
<th>Subscription License</th>
<th>List Price (each)</th>
<th>Subscription Cost and Subscription Periods</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 Year Contract</td>
</tr>
<tr>
<td><strong>Annual Recurring Subscription Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analyst License</td>
<td>$1200 qty 1-2</td>
<td>$1170 qty 1-2</td>
</tr>
<tr>
<td></td>
<td>$1000 qty 3-5</td>
<td>$975 qty 3-5</td>
</tr>
<tr>
<td></td>
<td>$900 qty 6+</td>
<td>$878 qty 6+</td>
</tr>
<tr>
<td>Investigative License</td>
<td>$600 qty 1-6</td>
<td>$585 qty 1-6</td>
</tr>
<tr>
<td></td>
<td>$480 qty 7-20</td>
<td>$468 qty 7-20</td>
</tr>
<tr>
<td></td>
<td>$360 qty 21+</td>
<td>$351 qty 21+</td>
</tr>
<tr>
<td>Dashboard License</td>
<td>$60 qty 10-20</td>
<td>$59 qty 10-20</td>
</tr>
<tr>
<td></td>
<td>$48 qty 21-50</td>
<td>$46 qty 21-50</td>
</tr>
<tr>
<td></td>
<td>$36 qty 51+</td>
<td>$35 qty 51+</td>
</tr>
<tr>
<td>Enterprise License</td>
<td>$180 per sworn officer</td>
<td>$115 per sworn officer</td>
</tr>
</tbody>
</table>

### Training

<table>
<thead>
<tr>
<th>Training</th>
<th>1 Year Contract</th>
<th>2 Year Contract</th>
<th>3+ Year Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-site training (4 hours)</td>
<td>$1500</td>
<td>$1400</td>
<td>$1350</td>
</tr>
<tr>
<td>Online train the trainers session</td>
<td>1 hour included</td>
<td>2 hours included</td>
<td>2 hours included each year</td>
</tr>
</tbody>
</table>

[end]
ATTACHMENT C-2

SUBSCRIPTION NOTICE

Date: ........................................

Name of Member Agency: ..............................................................

Member Agency Contact Information:

  Name of Contact: .................................................................
  Phone: .................................................................
  Email: .................................................................
  Mailing Address: ..............................................................

.................................................................................................

Indicate here if requesting an Enterprise Subscription License (with Analyst functionality):.............

  If requesting the Enterprise Subscription License, 
  indicate the number of FTE certified peace officers employed: ......................

If not requesting an Enterprise Subscription License, indicate the number and type of Subscription Licenses requested:

  Analyst Subscription Licenses: .................
  Investigative Subscription Licenses: .................
  Dashboard Subscription Licenses: .................

Indicate the Subscription Period requested (one, two, or three years):.........................

Total Annual Recurring Subscription Costs: ..............................................

Additional Paid Training Requested (if any): ..............................................

Cost of Additional Paid Training (if any): ..............................................

Signature: ........................................................................ Name: .................................................................

[end]
### ATTACHMENT C-3

#### ERROR SEVERITY LEVELS

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Critical</td>
<td>For a period of at least 24 continuous hours, the Lumen Client Software Service is completely down or there is a major malfunction resulting in an inoperative condition.</td>
</tr>
<tr>
<td>Level 2</td>
<td>Major</td>
<td>The Lumen Client Software Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Lumen Client Software Service being usable but severely limited, and any Error which could threaten the use of the Lumen Client Software Service.</td>
</tr>
<tr>
<td>Level 3</td>
<td>Minor</td>
<td>Errors in the Lumen Client Software Service to which there may be a workaround and which do not currently threaten the use of the Lumen Client Software Service. Use of the Lumen Client Software Service is impaired, but not critically so and users can generally fully use the Lumen Client Software Service for its intended function.</td>
</tr>
<tr>
<td>Level 4</td>
<td>Trivial</td>
<td>Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Lumen Client Software Service.</td>
</tr>
</tbody>
</table>

[end]
## ATTACHMENT C-4

### ERROR RESOLUTION

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Name</th>
<th>Resolution</th>
<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Critical</td>
<td>Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report</td>
<td>After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution</td>
</tr>
<tr>
<td>Level 2</td>
<td>Major</td>
<td>Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report</td>
<td>After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution</td>
</tr>
<tr>
<td>Level 3</td>
<td>Minor</td>
<td>Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.</td>
<td>The next regularly-scheduled software update cycle.</td>
</tr>
<tr>
<td>Level 4</td>
<td>Trivial</td>
<td>n/a</td>
<td>The next regularly-scheduled software update cycle.</td>
</tr>
</tbody>
</table>
EXHIBIT D

MEMBER AGENCY JOINER AGREEMENT TO THE SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this "Joinder Agreement") is entered into as of Jan 1, 2018 (the "Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and Town of Trinidad, a Colorado local government entity (the "Joining Party").

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

RECITALS

A. The CISC and Numerica entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (the "Services Agreement") for the integration the Data Warehouse, the maintenance and provision of a Data Warehouse Service, and for the provision of the Lumen Client Software Service. The Services Agreement is attached hereto as Attachment D-1 and is incorporated by reference.

B. The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service subject to the terms and conditions of the Services Agreement and this Joinder Agreement.

C. The Joining Party has either executed or is committed to executing the CISC’s IGA. Pursuant to the Services Agreement, Numerica will provide the Services set forth on SOW 01 to a Joining Party that has not signed the CISC’s IGA, but will not provide the Services set forth on other Statements of Work until the Joining Party has executed the CISC’s IGA.

D. The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to Numerica. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither Numerica nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

E. This Joinder Agreement may contain terms and conditions that modify or add to the terms and conditions in the Services Agreement; if so, the modifying or additional terms and conditions stated herein shall control over the terms and conditions stated in the Services Agreement solely between the Parties hereto.
Exhibit D | Joinder Agreement
Services Agreement for a Law Enforcement Data Warehouse

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

1. **Joinder.** The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a “Member Agency” under the Services Agreement.

2. **CISC’s IGA.** If the Joining Party has not executed the CISC’s IGA, the Joining Party acknowledges that it will only be entitled to Services from Numerica under SOW 01 until the Joining Party has executed the CISC’s IGA (unless the CISC agrees otherwise). The Joining Party agrees to work in good faith toward executing the CISC’s IGA.

3. **Lumen Entitlement.** Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.
   a. Indicate the number of FTE certified peace officers here: ....................................
   b. If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.
   c. If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. The total calculated cost of the requested Subscription Licenses cannot exceed $20 multiplied by the number of FTE certified peace officers; see SOW 03 for details and limitations.
      - Analyst Subscription Licenses: ..........................
      - Investigative Subscription Licenses: ...............
      - Dashboard Subscription Licenses: ...............

4. **Notice Information.**
   - Contact Person: .................................................................
   - Phone Number: .................................................................
   - Email: ................................................................. swagner@timnath.gov.com
   - Mailing Address: .................................................................

5. **Additional Terms.** If agreed to by Numerica and the CISC, additional terms may be entered here.

   [signature page follows]
Exhibit D | Joinder Agreement
Services Agreement for a Law Enforcement Data Warehouse

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

COLORADO INFORMATION SHARING CONSORTIUM

By: .................................................................
Name: David Shiplcy
Title: Executive Director

Date: .................................................................

NUMERICA CORPORATION

By: .................................................................
Name: Jeff Poore
Title: President

Date: .................................................................

[JOINING PARTY]

By: .................................................................
Name:
Title:

Date: .................................................................
ATTACHMENT D-1

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE
Signed document emailed to vline@co.arapahoe.co.us, Vince Line (VLine@arapahoegov.com), Kelli Crano (kcrano@fwlaw.com), Jeff Poore (jeff.poore@numerica.us) and Ryan Tharp (rtharp@fwlaw.com)
07/25/2016 - 11:49:37 MDT
TOWN COUNCIL COMMUNICATION

Meeting Date: December 12, 2017

Item: Ordinance 1, Series 2018, Annexation for the Southside 2nd Annexation to the Town of Timnath located south of 3rd Ave and west of and adjacent to the Timnath Landing Subdivision – 1st Reading, and setting the Public Hearing for January 9, 2018

Presented by: Matt Blakely Community Development Director

Ordinance ✓ Resolution □ Discussion □ For Information □

EXECUTIVE SUMMARY: This annexation consists of 1 parcel of land totaling .407 acres currently within Larimer County. The property is located south of 3rd Ave, and west of and adjacent to the Timnath Landing Subdivision. This property is not currently in a sewer district and has the opportunity to be served by either the South Fort Collins Sanitation or Boxelder Sanitation district.

STAFF RECOMMENDATION: Staff recommends the approval of the Southside 2nd Annexation

KEY POINTS/SUPPORTING INFORMATION:

Owner: Town of Timnath
Applicant: Town of Timnath

Application Type: Annexation Petition Case Number: AX-2017-002

Parcel Size (Acres): +/- .407 acres

Existing Zoning: FA-1 – Larimer County Proposed Zoning: CMU (Commercial Mixed Use)
Existing Land Use: Vacant Proposed Land Use: Vacant

Location: South of 3rd Ave, and west of and adjacent to the Timnath Landing Subdivision

SERVICES:

Water: Fort Collins-Loveland Water District
Sewer: N/A
Fire: Poudre Fire Authority
Special Districts: N/A

Adjacent Zoning/Land Uses:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>R-1</td>
<td>Single-Family Residential</td>
</tr>
<tr>
<td>South</td>
<td>R-1</td>
<td>Single-Family Residential</td>
</tr>
<tr>
<td>West</td>
<td>B</td>
<td>Vacant</td>
</tr>
<tr>
<td>East</td>
<td>RMU (Timnath Landing Subdivision)</td>
<td>Vacant</td>
</tr>
</tbody>
</table>
### ADVANTAGES:
- Infill annexation of property.
- Increase in the amount of land within the Town of Timnath.
- Additional Mixed Use ground annexed to the Town.
- Annexing Town owned Property

### DISADVANTAGES:
- None

### FINANCIAL IMPACT:
- None

### RECOMMENDED MOTION:
- I move to recommend approval of Ordinance 1, Series 2018 the Southside 2nd Annexation, finding that a complete application was submitted and reviewed in accordance with all applicable Town of Timnath regulations, criteria outlined in section 16.10.2 of the Town of Timnath Land Use Code, and C.R.S. 31-12 have been met.

### ATTACHMENTS:
1. Ordinance
2. Annexation Map
AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN REAL PROPERTY TO BE KNOWN AS THE SOUTHSIDE 2nd ANNEXATION TO THE TOWN OF TIMNATH, COLORADO, GENERALLY LOCATED SOUTH OF 3rd AVE AND WEST OF AND ADJACENT TO THE TIMNATH LANDING SUBDIVISION

WHEREAS, the Southside 2nd Annexation property more particularly described in Exhibit A (legal description and Exhibit B (annexation map), attached hereto and incorporated herein by this reference (the “Property”) is owned by the Town of Timnath; and

WHEREAS, pursuant to § 31-12-106(3), C.R.S., a petition for annexation and a properly noticed Planning Commission public hearing are not required because the Property is owned by the Town of Timnath; and

WHEREAS, pursuant to § 31-12-108.5(1), C.R.S., an impact report concerning the proposed annexation is not required because the Property includes less than ten acres; and

WHEREAS, the contiguity required by C.R.S. § 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town; and

WHEREAS, the Town Council finds the Property is eligible for annexation and should be annexed to the Town of Timnath.

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

Section 1. Findings.
The contiguity required by CRS Sec. 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town. The Property is eligible for annexation and should be annexed to the Town of Timnath.

Section 2. Annexation Approved.
The annexation to the Town of the following described real property is hereby approved (see attached):

Exhibit A – Property Description
Exhibit B – Annexation Map

Section 3. Severability.
If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares
that it would have adopted this Ordinance and each part or parts hereof irrespective of the fact than any one or parts be declared unconstitutional or invalid.

Section 4. Effective Date.
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, MOVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING ON DECEMBER 12, 2017, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON JANUARY 9, 2018 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 12TH DAY OF DECEMBER, 2017.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON THE 9TH DAY OF JANUARY, 2018.

TOWN OF TIMNATH

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_____________________________________
Jill Grossman-Belisle, Mayor

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Annexed

[attached]

A parcel of land lying in Lots 24, 25, 26 and 27, Block 2 of the Deannexed Portion of The Town of Timnath and a portion of the vacated Kern Street in the Town of Timnath, all being located in the NW1/4 of the SW1/4 of Section 35, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado, described as follows:
BEGINNING at a point on the centerline of Kern Street whence the Northwest corner of the NW1/4 of the SW1/4 of said Section 35 bears N 39° 55' 56" W 732.42 feet;
Thence S 00° 11' 44" W along the centerline of Kern Street 204.92 feet to the Northeasterly right-of-way boundary of the Colorado and Southern Railroad;
Thence N 50° 08' 13" W along the Colorado and Southern Railroad Right-of-way 285.40 feet;
Thence N 00° 11' 44" E 25.98 feet;
Thence S 50° 08' 13" E 110.31 feet;
Thence N 63° 50' 34" E 150.75 feet, more or less, to the Point of Beginning.
County of Larimer, State of Colorado.
EXHIBIT B

Annexation Map

[attached]
I, M. Bryan Short, PLS #32444, a duly registered land surveyor in the State of Colorado, do hereby certify that the plat has been prepared in compliance with all applicable laws of the State of Colorado at the time of this survey and within my control and is accurate to the best of my knowledge, information and belief.

SURVEYOR'S CERTIFICATE:

Owner: Town of Timnath

County of Larimer, State of Colorado.

Rachel Lemon, Town Clerk

Anne Johnson, Town Manager

Jill Grossman Belisle, Town Mayor

Phil Goldstein, Chairperson

I/We certify that the annexation map and plat of the South Side 2nd Annexation plat have been prepared in accordance with the requirements of Colorado Revised Statutes, Section 38-36-101 et seq., and with the rules and regulations of the Colorado Surveyor's Board. The plat has been prepared in accordance with the surveyor's certificate.

PLAINTIFF'S CERTIFICATE:

The South Side 2nd Annexation plat has been prepared in accordance with the requirements of Colorado Revised Statutes, Section 38-36-101 et seq., and with the rules and regulations of the Colorado Surveyor's Board. The plat has been prepared in accordance with the surveyor's certificate.

PLANNING COMMISSION CERTIFICATE:

Approved this 4th day of April, 2017
Phil Goldstein, Chairperson

TOWN COUNCIL CERTIFICATE:

Approved this 4th day of April, 2017
Jill Grossman Belisle, Town Mayor

NOTES:

Contiguous Perimeter:

- The total area contains 17,744 square feet (0.407 acres) more or less.

- Distances shown are in U.S. Survey Feet

- Bearings are based on the centerline of Kern Avenue as bearing, S 63°09'19" W 150.13'; then N 50°24'12" E 284.43'; then S 63°09'19" W 150.13'; then S 50°40’29” W 110.45’; to the Point of Beginning.

- No offsite improvements, other than those shown, were located this date.

- This survey is not intended for use for engineering design.

- No underground utilities were located this date.

- Any utilities shown are based on surface evidence only.

- No improvements, other than those shown, were located this date.

- All of the shown area is in unshaded Zone X (determined to be outside the 1% annual floodplain area).

- No wetlands determinations were made this date.

- No title information provided at the time of this survey.

- This is not a monumented land survey.

- This is not an ALTA/NSPS Land Title Survey.

- Annexation Information:

  - 08069C1013F, effective date December 19, 2006.

- SOUTHWEST 1/4 of Section 35, Township 7 North, Range 68 West, 6th P.M., Larimer County, Colorado

- SOUTHWEST 1/4 of Section 35 bears N 39°55'56" W 732.42 feet; then S 50°08'13" E 110.31 feet; then N 00°11'44" E 25.98 feet; then S 00°11'44" W along the centerline of Kern Street 204.92 feet to the Northeasterly right-of-way boundary of the Colorado and Southern Railroad; then S 63°50'34" E 150.75 feet, more or less, to the Point of Beginning.

- The Point of Beginning is located at the Southeast corner of the City of Timnath.

- All of the mortgages and liens of time upon the property, and such other and further covenants and agreements as to the terms, conditions, and declaration of all streets, roads, alleys, and streets, roads, and alleys are hereby forever released.

- The annexation certificate of ownership was acknowledged before me the day of _ , 20__.

- Town of Timnath

- 6843 North Franklin Avenue, Loveland, Colorado 80538

- Phone: 970.669.2100  ·  Email: info@plsgroupllc.net

- PLS Group

- 8000 South Platte Park Road, Suite C, Colorado 80027

- Phone: 720.809.3755  ·  Email: info@plsgroupllc.net

- TITLE:

  - PLS Group

- 8000 South Platte Park Road, Suite C, Colorado 80027

- Phone: 720.809.3755  ·  Email: info@plsgroupllc.net

- TOWN COUNCIL CERTIFICATE:

  - Approved this 4th day of April, 2017

- Jill Grossman Belisle, Town Mayor

- Phil Goldstein, Chairperson

- I, M. Bryan Short, PLS #32444, a duly registered land surveyor in the State of Colorado, do hereby certify that I/We certify that the

- South Side 2nd Annexation plat has been prepared in compliance with all applicable laws of the State of Colorado at the time of this survey and within my control and is accurate to the best of my knowledge, information and belief.

- SURVEYOR'S CERTIFICATE:

- Project:

  - 17034.001

- Reimbursement:

  - To the Town Planning Commission, Timnath, Colorado.

- Easements, public ways, and places shown hereon.

- All of the mortgages and liens of time upon the property, and such other and further covenants and agreements as to the terms, conditions, and declaration of all streets, roads, alleys, and streets, roads, and alleys are hereby forever released.

- The annexation certificate of ownership was acknowledged before me the day of _ , 20__.

- Town of Timnath

- 6843 North Franklin Avenue, Loveland, Colorado 80538

- Phone: 970.669.2100  ·  Email: info@plsgroupllc.net

- PLS Group

- 8000 South Platte Park Road, Suite C, Colorado 80027

- Phone: 720.809.3755  ·  Email: info@plsgroupllc.net

- TITLE:

  - PLS Group

- 8000 South Platte Park Road, Suite C, Colorado 80027

- Phone: 720.809.3755  ·  Email: info@plsgroupllc.net

- TOWN COUNCIL CERTIFICATE:

  - Approved this 4th day of April, 2017

- Jill Grossman Belisle, Town Mayor

- Phil Goldstein, Chairperson

- I, M. Bryan Short, PLS #32444, a duly registered land surveyor in the State of Colorado, do hereby certify that I/We certify that the

- South Side 2nd Annexation plat has been prepared in compliance with all applicable laws of the State of Colorado at the time of this survey and within my control and is accurate to the best of my knowledge, information and belief.
**EXECUTIVE SUMMARY:** This zoning amendment consist of the parcel of annexed land known as the Southside 2nd Annexation totaling .407 acres. The property is located south of 3rd Ave, and west of and adjacent to the Timnath Landing Subdivision. This property is not currently in a sewer district and has the opportunity to be served by either the South Fort Collins Sanitation or Boxelder Sanitation district. The property is being requested to be zoned to CMU (Commercial Mixed Use) which is in compliance with the Comprehensive Plan designation of MU.

**STAFF RECOMMENDATION:** Staff recommends the approval of the Zoning Map Amendment

**KEY POINTS/SUPPORTING INFORMATION:**

**Owner:** Town of Timnath  
**Applicant:** Town of Timnath

**Application Type:** Rezoning  
**Case Number:** RZ-2017-006

**Parcel Size (Acres):** +/- .407

**Existing Zoning:** FA-1 – Larimer County  
**Proposed Zoning:** CMU (Commercial Mixed Use)

**Existing Land Use:** Vacant  
**Proposed Land Use:** Vacant

**Location:** South of 3rd Ave, and west of the Timnath Landing Subdivision

**SERVICES:**

- **Water:** Fort Collins-Loveland Water District  
- **Sewer:** N/A  
- **Fire:** Poudre Fire Authority  
- **Special Districts:** N/A

**Adjacent Zoning/Land Uses:**

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>R-1</td>
<td>Single-Family Residential</td>
</tr>
<tr>
<td>South</td>
<td>R-1</td>
<td>Single-Family Residential</td>
</tr>
<tr>
<td>West</td>
<td>B</td>
<td>Vacant</td>
</tr>
<tr>
<td>East</td>
<td>RMU (Timnath Landing Subdivision)</td>
<td>Vacant</td>
</tr>
<tr>
<td>ADVANTAGES:</td>
<td></td>
<td></td>
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<tr>
<td>-----------------------------</td>
<td></td>
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<tr>
<td>• Infill annexation of property.</td>
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<tr>
<td>• Increase in the amount of land within the Town of Timnath.</td>
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<tr>
<td>• Additional Mixed Use ground annexed to the Town.</td>
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<tr>
<td>• Annexing Town owned Property</td>
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<tr>
<td>DISADVANTAGES:</td>
<td></td>
<td></td>
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<tr>
<td>• None</td>
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<tr>
<td>FINANCIAL IMPACT:</td>
<td></td>
<td></td>
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<tr>
<td>• None</td>
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<tr>
<td>RECOMMENDED MOTION:</td>
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<tr>
<td>• I move to recommend approval of Ordinance 2, Series 2018 the Rezoning Amendment Southside 2nd Annexation, Finding that the application conforms with the mission and goals of the Timnath Comprehensive Plan.</td>
<td></td>
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<td>ATTACHMENTS:</td>
<td></td>
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<tr>
<td>1. Ordinance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Rezoning Map</td>
<td></td>
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</tbody>
</table>
AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF TIMNATH FOR THE PURPOSE OF ZONING CERTAIN REAL PROPERTY TO BE KNOWN AS SOUTHSIDE 2nd ANNEXATION GENERALLY LOCATED SOUTH OF 3rd AVE AND WEST OF AND ADJACENT TO THE TIMNATH LANDING SUBDIVISION

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

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

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

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

CMU (Commercial Mixed Use) – See attached Exhibit A (legal description) and Exhibit B (zoning map)

Section 2. Public Hearing
The Town Council held a public hearing on Tuesday, January 9, 2018 regarding the zoning of the property.

Section 3. Severability
If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.

Section 4. Effective Date
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.
INTRODUCED, MOVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING ON DECEMBER 12, 2017, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON JANUARY 9, 2018 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 12TH DAY OF DECEMBER, 2017.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON THE 9TH DAY OF JANUARY, 2018.

TOWN OF TIMNATH, COLORADO

_______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Zoning

A parcel of land lying in Lots 24, 25, 26 and 27, Block 2 of the Deannexed Portion of The Town of Timnath and a portion of the vacated Kern Street in the Town of Timnath, all being located in the NW1/4 of the SW1/4 of Section 35, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado, described as follows:

BEGINNING at a point on the centerline of Kern Street whence the Northwest corner of the NW1/4 of the SW1/4 of said Section 35 bears N 39°55'56" W 732.42 feet;
Thence S 00°11'44" W along the centerline of Kern Street 204.92 feet to the Northeasterly right-of-way boundary of the Colorado and Southern Railroad;
Thence N 50°08'13" W along the Colorado and Southern Railroad Right-of-way 285.40 feet;
Thence N 00°11'44" E 25.96 feet;
Thence S 50°08'13" E 110.31 feet;
Thence N 63°50'34" E 150.75 feet, more or less, to the Point of Beginning.

County of Larimer, State of Colorado.
EXHIBIT B

Zoning Map

[attached]
NOTICE: According to Colorado law you must commence any legal action to correct a defect in this survey be commenced more than ten years from the date you first discover such defect. In no event, may any action based upon any such defect be commenced more than ten years from the date you first discover such defect.

Notes:
- The total area contains 0.407 acres more or less.
- Distances shown are in U.S. Survey Feet.
- No offsite improvements, other than those shown, were located this date.
- No underground utilities were located this date.
- Any utilities shown are based on surface evidence only.
- No improvements, other than those shown, were located this date.
- All of the shown area is in unshaded Zone X (determined to be outside the floodplain), per FEMA FIRM map number 17483.
- No wetlands determinations were made this date.
- This is not a monumented land survey.
- This is not an ALTA/NSPS Land Title Survey.

ANNEXATION INFORMATION:
- Begin describing annexation parcels in the order in which they are to be annexed.
- Provide a description sufficient to locate the annexed parcel.
- A description that includes the coordinates of a reference point is preferred.
- Example:
  - Begin at the northeast corner of the annexed parcel, then describe the remainder of the parcel.

SCALE 1" = 30'
EXECUTIVE SUMMARY: This annexation consists of 1 parcel of land totaling 95.83 acres currently within Larimer County. The property is located south of and adjacent to Harmony Road, and east of and adjacent to the Riverbend Subdivision. Hartford Homes is proposing a master planned community with a mixture of housing products, mixed use, senior housing, and the potential for commercial along Harmony Road. The petition has been reviewed against and complies with all applicable local code requirements and the Colorado Revised Statutes.

PLANNING COMMISSION ACTION ON 12/5/2017: At its regular scheduled meeting on December 5, 2017 the Planning Commission recommended approval to the Timnath Town council unanimously (5-0) by voice vote.

STAFF RECOMMENDATION: Staff recommends the approval of the Fewell Farm Annexation

KEY POINTS/SUPPORTING INFORMATION:

**Owner:** Fewell Family Trust  
**Applicant:** Hartford Homes

**Application Type:** Annexation Petition  
**Case Number:** AX-2017-001

**Parcel Size (Acres):** +/- 95.83 acres

**Existing Zoning:** FA-1 – Larimer County  
**Proposed Zoning:** R-3 (Two-Family & Multi Family Residential) & C (Commercial) - Timnath

**Existing Land Use:** Farming  
**Proposed Land Use:** Residential and Commercial

**Location:** South of and adjacent Harmony Road, and east of and adjacent to the Riverbend Subdivision

### Process Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Submitted</td>
<td>Annexation Application</td>
<td>03/17/17</td>
</tr>
<tr>
<td>Acceptance of Application</td>
<td></td>
<td>03/17/17</td>
</tr>
<tr>
<td>Application Submitted</td>
<td>Annexation Petition</td>
<td>10/13/17</td>
</tr>
</tbody>
</table>
Notice to Special Districts
Notice to Larimer County, Poudre School District, Fort Collins Loveland Water District, South Fort Collins Sanitation District 11/08/17

Referral Agency Notification
Referral comments were due by 04/07/17. 03/20/17

Comments Issued
04/28/17

Town Council
Substantial compliance 10/24/17

Notices
Notifications in Fort Collins Coloradoan 10/27/17; 11/03/17; 11/10/17; 11/17/17

Planning Commission
Public hearing 12/05/17

Town Council
Eligibility hearing 12/12/17

Town Council
Second reading 01/09/18

SERVICES:
Water: Fort Collins-Loveland Water District
Sewer: South Fort Collins Sanitation District
Fire: Poudre Fire Authority
Special Districts: N/A

Adjacent Zoning/Land Uses:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>C-2 &amp; MU (Timnath Landing Subdivision)</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td>South</td>
<td>FA-1 Unincorporated Larimer County</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td>West</td>
<td>C-2 &amp; MU (Riverbend Subdivision)</td>
<td>Poudre Fire Authority Station 8 &amp; Vacant/Farming</td>
</tr>
<tr>
<td>East</td>
<td>R-2 (West Village Subdivision)</td>
<td>Single Family Residential</td>
</tr>
</tbody>
</table>

ADVANTAGES:
- Infill annexation of property fronting Harmony Road.
- Increase in the amount of land within the Town of Timnath.
- Provide a more diverse residential housing product.
- Extend the Poudre River Trail to the east and south.
- Additional Commercial ground annexed to the Town.

DISADVANTAGES:
- Increase in police services supplied by Town Officers.
- Increase in road infrastructure requiring Town maintenance.
## FINANCIAL IMPACT:
- Increase in use tax and property taxes as well as sales taxes for future commercial.

## RECOMMENDED MOTION:
- I move to recommend approval of Ordinance 3, Series 2018 the Fewell Farm Annexations, finding that a complete application was submitted and reviewed in accordance with all applicable Town of Timnath regulations, criteria outlined in section 16.10.2 of the Town of Timnath Land Use Code, and C.R.S. 31-12 have been met.

## ATTACHMENTS:
1. Ordinance
2. Annexation Petition
3. Annexation Map
4. Annexation Impact Report
5. Annexation Agreement
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 3, SERIES 2018

AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN REAL PROPERTY
TO BE KNOWN AS THE FEWELL FARM ANNEXATION TO THE TOWN OF
TIMNATH, COLORADO, GENERALLY LOCATED SOUTH OF AND ADJACENT TO
HARMONY ROAD AND EAST OF AND ADJACENT TO THE RIVERBEND
SUBDIVISION

WHEREAS, a petition (the “Petition”) for Annexation was filed with the Town by
J.L. and G.D. Fewell Living Trust (“Petitioner”), requesting the Town of Timnath annex that
property more particularly described in EXHIBIT A (legal description) and EXHIBIT B
(annexation map), attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed Planning Commission public hearing was held on December 5,
2017 regarding said Petition in accordance with C.R.S. § 31-12-108, and all persons interested in
such Petition were provided an opportunity to be heard: and

WHEREAS, over 50% of the property owners owning more than 50% of the Property, exclusive
of streets and alleys have signed the Petition and requested the Property be annexed; and

WHEREAS, the Town Council finds the Property is eligible for annexation and should be
annexed to the Town of Timnath; and

WHEREAS, the contiguity required by C.R.S. § 31-12-104(1)(a) exists in that the property
annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of
the Town; and

WHEREAS, the Town and Petitioners wish to enter into an annexation agreement (Exhibit C).

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

Section 1. Findings.
The Council hereby finds that a Petition for Annexation, together with four (4) copies of the
annexation map as required by law, was filed with the Town Council on October 13, 2017, by
the owners of over fifty percent (50%) of the area of the property hereinafter described in
EXHIBIT A (legal description) and EXHIBIT B (annexation map), and comprising more than
fifty percent (50%) of the landowners of the property to be annexed, exclusive of public streets
and alleys.

A properly noticed public hearing was held on October 24, 2017 regarding said Petition in
accordance with C.R.S.§ 31-12-108, at which all persons interested in such Petition were
provided an opportunity to be heard.
The Council by resolution at the public hearing accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

The contiguity required by CRS Sec. 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town.

The Property is eligible for annexation and should be annexed to the Town of Timnath.

An Annexation Agreement between the property owners and the Town has been prepared, is incorporated herein, and approved (EXHIBIT C).

**Section 2. Annexation Approved.**
The annexation to the Town of the following described real property is hereby approved (see attached):

Exhibit A – Property Description
Exhibit B – Annexation Map
Exhibit C – Annexation Agreement

**Section 3. Severability.**
If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have adopted this Ordinance and each part or parts hereof irrespective of the fact than any one or parts be declared unconstitutional or invalid.

**Section 4. Effective Date.**
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, MOVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING ON DECEMBER 12, 2017, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON JANUARY 9, 2018 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 12TH DAY OF DECEMBER, 2017.
MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON THE 9TH DAY OF JANUARY, 2018.

TOWN OF TIMNATH

____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Annexed

[attached]

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE 6TH P.M. AND BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE NORTH LINE OF SAID SECTION 2, BEING MONUMENTED ON THE WEST BY A NUMBER 8 REBAR WITH A 3-1/4" ALUMINUM CAP, STAMPED "2006 - PLS 10734" AND ON THE EAST BY A NUMBER 8 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 25019" AND IS ASSUMED TO BEAR NORTH 89° 22' 02" EAST

COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 2, THENCE NORTH 89° 56' 33" EAST ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 1856.80 FEET; THENCE SOUTH 09° 59' 20" EAST, A DISTANCE OF 30.45 FEET TO THE NORTHWEST CORNER OF A PARCEL CONVEYED TO THE TOWN OF TIMNATH AT RECEPTION NUMBER 20130012132 IN THE LARimer COUNTY CLERK AND RECORDER'S OFFICE AND BEING THE POINT OF BEGINNING;

THENCE NORTH 00° 00' 00" EAST ALONG THE NORTH LINE OF THE SAID TOWN OF TIMNATH PARCEL NORTH 90° 00' 00" EAST, A DISTANCE OF 852.77 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREAT WESTERN RAILROAD;

THENCE SOUTH 50° 46' 27" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1767.49 FEET TO THE MOST EASTERLY NORTHEAST CORNER OF THE J. L. AND G. D. FEWELL LIVING TRUST PARCEL AS RECORDED IN RECEPTION NUMBER 19930033424;

THENCE SOUTH 02° 00' 30" EAST ALONG SAID EASTERN LINE, A DISTANCE OF 1385.37 FEET, TO THE SOUTHEAST CORNER OF THE SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL;

THENCE SOUTH 89° 07' 27" WEST ALONG THE SOUTH LINE OF SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL, A DISTANCE OF 1771.81 FEET TO THE SOUTHWEST CORNER OF SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL;

THENCE NORTH 10° 13' 32" WEST ALONG THE WEST LINE OF SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL, A DISTANCE OF 1266.49 FEET;

THENCE CONTINUING ALONG THE SAID WEST LINE NORTH 89° 58' 20" WEST, A DISTANCE OF 1299.86 FEET TO THE SOUTH-WEST CORNER OF THE SAID TOWN OF TIMNATH PARCEL;

THENCE, ALONG THE WEST LINE OF SAID TOWN OF TIMNATH PARCEL, NORTH 09° 58' 20" WEST A DISTANCE OF 41.01 FEET TO THE POINT OF BEGINNING, CONTAINING 4.174.255 SQUARE FEET OR 0.53 ACRES (4), MORE OR LESS.
EXHIBIT B

Annexation Map

[attached]
FEWELL ANNEXATION

ANNEXED PARCEL
4,114,255 SQUARE FEET
99.83 ACRES

LEGEND

TOWN OF TIMNATH, COLORADO

Galloway
4121 58th Avenue
Denver, Colorado 80216
(303) 933-0750
www.galloway.com
EXHIBIT C

Annexation Agreement

[attached]
ANNEXATION AGREEMENT
FOR THE FEWELL PROPERTY

THIS ANNEXATION AGREEMENT ("Agreement"), is made and entered into to be effective the 24th day of October, 2017, by and between Town of Timnath, a Colorado municipal corporation ("Town") and HERITAGE TRUST COMPANY, TRUSTEE FOR THE J.L. AND G.D. FEWELL LIVING TRUST, dated May 12, 1993, ("Property Owner" and collectively, the "Parties") and is made concerning the real property described on Exhibit A, attached hereto and incorporated herein by reference ("the Property"), and generally known as the "FEWELL PROPERTY".

WITNESSETH:

WHEREAS, the Property consists of approximately 95.83 acres, more or less, located south side of Harmony road between Signal Tree Way on the west and Great Western Railroad on the east, Larimer County, State of Colorado; and

WHEREAS, Town and Property Owner will be entering into a subdivision improvement agreement (the "SIA"), which will be recorded in the real estate records of Larimer County, Colorado, and which will govern the construction of public improvements on the property and will serve as a condition precedent to approval of by the Town of any future plat or plats associated with the Property; and

WHEREAS, it is the intent of Parties that this Agreement contains all the obligations of Parties which shall be performed by Parties with respect to annexation of the Property.

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

AGREEMENT

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

2. Annexation of Property. The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including, as shown on the annexation map attached hereto as Exhibit B. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the "Act"), the Code and all applicable laws, and is subject to this Agreement and the SIA executed in connection herewith. Property Owner agrees that it will not withdraw the annexation petition.
3. **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, the 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 the Town.

4. **Zoning and Development of the Property.** The Property will be zoned R3 – Mixed Residential zoning with a PD – Planned Development District overlay zoning. Property Owner will develop the Property in accordance with a site specific development plan to be subsequently approved by the Town. The Property Owner shall take all action necessary to timely apply for and diligently pursue appropriate zoning by Town of the Property. 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.

5. **Water Utilities.** Property Owner shall obtain water service from the Fort Collins – Loveland Water District.

6. **Sanitary Sewer Utilities.** Property Owner shall obtain sewer service from South Fort Collins Sanitation District.

7. **Utilities and Infrastructure.** 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. Failure of Property Owner to obtain utilities or provide streets to the Property shall not be grounds for disconnection.

8. **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. Property Owner shall not be required to provide to Town 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 appurtenant to or historically used in connection with the Property except as otherwise set forth herein.

9. **Fire Protection Services.** The Property Owner acknowledges and represents that Property Owner has submitted a Petition for Exclusion from the fire protection district currently serving the Property, as necessary, and that Property Owner has submitted a Petition for Inclusion into the Poudre Valley Fire Protection District.

10. **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.

11. **Covenants Run With the Land.** This Agreement and the annexation map shall be recorded in the real estate records of Larimer County. The provisions of this Agreement shall constitute covenants or servitudes that shall touch, attach to and run with title to the Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest of the parties to this Agreement, except as
may be otherwise expressly provided in this Agreement.

12. **Cure of Legal Defects.** In the event that the annexation or zoning of the Property or any portion of this Agreement, is declared void or unenforceable by final court action, meaning that no appeal can be made or the time to appeal has expired, Parties shall cooperate to cure any legal defects cited by the court, and immediately upon such 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. The Property Owner shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

13. **Breach by Property Owner - Town's Remedies.** In the event of a breach of any of the terms and conditions of this Agreement by Property Owner, and until such breach is corrected, the Town may take such actions as are permitted and/or authorized by the ordinances of the Town, this Agreement, and/or other law as the 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 equity.

   Unless necessary to protect the immediate health, safety and welfare of Town or to protect Town's interest with regard to security given for the completion of the public improvements, Town shall provide Property Owner thirty (30) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of such person or entity. If during such thirty (30) 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 the Property diligently pursues the cure to completion.

14. **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 the right to seek statutory disconnection
for a material breach which substantially impairs Property Owner’s ability to develop the Property

15. **Attorney’s Fees.** In the event of any litigation to enforce or construe the terms of this Agreement, the substantially prevailing party shall be entitled to payment of its costs of litigation, including attorney fees, by the other party.

16. **Acknowledgement.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with 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 Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of Town or its inhabitants; nor shall this Agreement prohibit the enactment by Town of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

17. **Notice.** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, or facsimile if sent during normal business hours, 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
- Facsimile: (970) 224-3217

with copy to:
- Robert G. Rogers, Esq.
- White, Bear & Ankele Professional Corporation
- 2154 E. Commons Ave., Suite 2000
- Centennial, CO 80122
- Telephone: (303) 858-1800
- Facsimile: (303) 858-1802

**Notice to Property Owner:**
- HERITAGE TRUST COMPANY, TRUSTEE FOR THE J.L. AND G.D. FEWELL LIVING TRUST DATED MAY 12, 1993
- Attention: Kevin L. Karp, Senior Vice President
- 2802 West Country Club Drive
- Oklahoma City, OK 73156
- Telephone: (405) 848-8899
18. **Assignment.** Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Property Owner (an “Affiliate”) of Property Owner, without the consent of the 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 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 arising after the date such duties and obligations are assumed by the Assignee.

19. **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. Each person signing this Agreement on behalf of an entity represents and warrants that he or she has full power and authority to enter into this Agreement on behalf of the entity. Property Owner and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

20. **Entire Agreement - Amendments.** This Agreement embodies the whole agreement of the Parties with respect to the annexation of the Property to the Town and development of the Property within the 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 the Property Owner and the 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 the Property Owner and the Town, without consent of such lot owners to the extent such amendment does not adversely affect such other lot owners in a material manner.

21. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and Parties shall cooperate to cure any such defect.
22. **Effective Date-Termination.** This Agreement shall be effective and binding upon both Parties but shall not affect the effective date of the ordinance annexing the Property to Town. This Agreement shall be terminated and considered null and void on the date of disconnection if the Property is subsequently disconnected from Town.

23. **Further Assurances.** The parties shall execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.

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

25. **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 Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

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

27. **Time is of the Essence.** Time is of the essence for both parties with respect to the obligations herein. The Parties agree that they will each act in as expeditious a manner as is reasonably possible in performing the obligations herein.

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

29. **Integration.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with documents approved by the Board of Trustees at a public meeting, the Town Code, and the laws of the State of Colorado.

30. **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.

31. **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 Parties, intending to be legally bound hereby, as of the date set forth above.

TOWN: 

TOWN OF TIMNATH, COLORADO,
A Municipal Corporation

ATTEST:

______________________________
Jill Grossman-Belisle, Mayor

______________________________
Milissa Peters, Town Clerk
PROPERTY OWNER: HERITAGE TRUST COMPANY, TRUSTEE FOR THE J.L. AND G.D. FEWELL LIVING TRUST DATED MAY 12, 1993

By: ___________________
Name: ___________________
Title: ___________________

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was acknowledged before me this ___ day of [MONTH], 2017, by ______________, as ____________ for HERITAGE TRUST COMPANY Trustee of The J.L. & G.D. FEWELL LIVING TRUST DATED MAY 12, 1993.

WITNESS my hand and official seal.

_______________________________
Notary Public

My Commission expires:___________
EXHIBIT A
(Property Description)

THE J.L. & G.D. FEWELL LIVING TRUST DATED MAY 12, 1993

A tract of land situate in the N 1/2 of Section 2, Township 6 North, Range 68 West of the 6th P.M., which considering the North line of the NW 1/4 of said Section 2 as bearing due West and with all bearings contained herein relative thereto is more particularly described as follows:

Beginning at a point on the North line of the Northwest 1/4 of said Section 2 which bears 1834.80 feet from the Northwest corner of said Section 2 to the Point of Beginning; And runs thence South 09°58' East 1315.46 feet; thence South 10°13' East 1286.19 feet; thence North 89°06'30" East 1768.94 feet; thence North 02°02" West 1384.95 feet to a point along the Westerly line of the Colorado and Southern Railroad; thence North 50°40’ West 1814.05 feet along said Westerly line to a point on the North line of said NW 1/4; thence West 772.28 feet to the Point of Beginning, County of Larimer, State of Colorado.

EXCEPT Right of Way over the North 30 feet and Except that portion described in Order for Possession recorded February 14, 2013 at Reception No. 20130012132, and Rule and Order recorded August 28, 2013 at Reception No. 20130066190.
EXHIBIT B
(Annexation Map)
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 reserve the right to withdraw this Petition in the event the Property is not zoned in accordance with the Annexation Agreement, if any.

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

PETITIONERS:

HERITAGE TRUST COMPANY, TRUSTEE For The J.L. and G.D. FEWELL LIVING TRUST dated May 12, 1993

By: ________________________________
Name: ______________________________
Title: ______________________________
Mailing Address: 2802 W. Country Club Drive Oklahoma City, OK 73156

STATE OF Oklahoma )
COUNTY OF Oklahoma ) ss.

Subscribed and sworn to before me this 2nd day of September, 2017, by

Kelli Kaspe, resident for HERITAGE TRUST COMPANY, Trustee For The J.L. and G.D.
FEWELL LIVING TRUST dated May 12, 1993.

WITNESS: my hand and official seal.

Notary Public

July 7, 2021

Deborah L. Collier
Notary Public

Oklahoma City, OK 73156
Annexation Impact Report Requirements

Pursuant to C.R.S. Section 31-12-108.5, this document fulfills the Annexation Impact Report requirements for annexations in excess of 10 acres. The Town of Timnath has prepared the following report to satisfy said requirements and it contains the following items:

1. A map of the municipality and adjacent territory to show the following:
   a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
   b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and
   c. The existing and proposed land use pattern in the areas to be annexed.
2. A copy of any draft or final preannexation agreement, if available;
3. A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;
4. A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;
5. A statement identifying existing districts within the area to be annexed; and
6. A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

Project Summary

The Fewell/Feldman Annexation is made up of two properties totaling 162.62 acres. The Fewell property is 95.83 acres and is adjacent to Harmony Road. The Feldman property is 66.79 acres and is adjacent to Three Bell Parkway. The Fewell/Feldman Annexation is intended to be subdivided into 770 single family lots with a variety of lot sizes, a commercial tract, and common open spaces. Overall planned gross density is 4.75 dwelling units per acre. The north and east side of the property is contiguous to existing Town of Timnath right-of-way along Harmony Road and Three Bell Parkway. In addition, the proposed annexation is located within the Town of Timnath Growth Management Area (GMA) Boundary.

Assessment of Community Need

Timnath, Colorado is a growing community. The Fewell/Feldman Annexation is located such that it is directly adjacent and between existing Town developments and is on the primary travel corridor through Town. It will ultimately create a desirable product for future homeowners and is considered infill due to being virtually being surrounded by existing Town annexed property. The community will encourage the use of pedestrian and bicycling by utilizing local street, sidewalk and trail networks. The property is within short distance to Bethke Elementary School, Timnath Elementary School, and a regional commercial center at Harmony Road and I-25.
The development is compatible with the Town Timnath Comprehensive Plan adopted April 23, 2013 and is a desirable addition to the Town. Specifically, the following goals, objectives and action items as outlined in the Town’s Comprehensive Plan, are being achieved by this annexation:

1. Develop land within Timnath by targeting non-residential development and allowing housing to develop based on market demand and the ability of the Town to provide services.
2. New development, redevelopment, and infrastructure investment should strive to promote healthy communities and active lifestyles by providing or encouraging enhanced bicycle and pedestrian circulation, access, and safety along roads near areas of employment, schools, and parks.
3. Target pedestrian and cycling infrastructure investments in areas near employment centers, schools, public parks and trails and as outlined in the PROST plan.
4. Incorporate a plan consistency requirement into the zoning code.
5. Where feasible, annex lands adjacent to existing development prior to annexing other undeveloped areas to the town.
6. Enhance the quality of community amenities as a means of ensuring Timnath’s attractiveness to future employers.
7. Create a schedule for ongoing improvements to Timnath’s pathway system, including acquisition of rights-of-way for future development, agreements with private developers for path and trail construction, and other approaches.
8. Continue to pursue pathway and trail development and extensions throughout the GMA.
9. Develop a well-balanced transportation system that supports automobile, pedestrian and bicycle movement.
10. Provide on- and off-street bicycle lanes as well as sidewalks along urban streets throughout the community.
11. Require sidewalks on all streets in development approvals. All street reconstruction should include sidewalks.
12. Consider alternative transportation projects when prioritizing future parks, open space, and trails per the Parks, Recreation, Open Space and Trails Plan.
13. Develop a safe and efficient transportation system utilizing complete street concepts where feasible.
14. Design street cross-sections to include easily identifiable spaces for all users: drivers, pedestrians, and bicyclists, as appropriate.
15. Provide frequent street crossings in developed areas with easily accessible pedestrian signals at intersections.
16. Develop an off-road pedestrian, bicycle and equestrian trail system that connects open spaces and recreation areas in and around Timnath as adopted in the Parks Recreation Open Space and Trails Plan.
17. Refer to the trails adopted in the Parks Recreation Open Space and Trails Plan during development review and require new trails be constructed or the right-of-way for new trails be provided as new developments are approved.
18. Provide an adequate level of public facilities, infrastructure and services for the residents of Timnath.
20. Review and monitor agreements with utility providers to ensure infrastructure will be planned and installed consistent with the Comprehensive Plan in a timely, efficient and cost effective manner.
21. Require new developments to connect to existing water and sewer systems and prohibit the proliferation of small private water and sewer systems.
22. Require developers to pay for 100% of the cost of providing infrastructure to support new developments, except when the development is part of a public private partnership in which case the costs may be shared.
23. Coordinate with special districts and authorities that provide community services to ensure an appropriate level of service is maintained as the Town grows.
24. The Town will build upon its natural assets in providing a connected, balanced system of parks, trails, open space and recreation facilities that is equitably distributed and accessible to all residents.

25. Provide 5 acres of neighborhood parkland for every 200 dwelling units and 20 acres of community parkland, payment in lieu of land for all subdivision development.

26. Rely on private development to provide pocket parks within 0.25 mile of every resident in new subdivisions, and to meet a level of service of .5 acres per 50 dwelling units.

27. Locate neighborhood parks within 0.5 mile of the neighbors they are intended to serve, and in locations that are comfortably and safely accessible by pedestrians and bicyclists.

28. Design parks to provide for a variety of experiences that appeal to a broad range of interests, abilities and ages.

29. Provide accessible facilities and rehabilitate existing facilities to meet the requirements of the Americans with Disabilities Act (ADA).

30. Provide safe, enjoyable and comprehensive bicycle and pedestrian connections throughout Timnath.

31. Provide a multi-purpose community-wide core trail system that connects major destinations (e.g., neighborhood and community parks, regional trail systems, open space areas, recreation centers, schools, downtown, major event centers, etc.) and provides opportunities for trail loops with areas of interest along the route.

32. Connect neighborhood parks and neighborhood schools to a community-wide trail system with neighborhood connector (local) trails that are provided for and maintained by private development (where feasible and appropriate in the context of the neighborhood design).

33. Provide pedestrian and bicycle access (bike lanes and routes as appropriate for the road classification) throughout neighborhoods to facilitate safe, enjoyable routes between homes, parks and recreational amenities.

34. Ensure that new residential development contributes its fair share for parks and recreational facilities to the extent allowed by state law and Town code.

35. Town expansion and growth will recognize and design with the natural amenities within the community including wildlife, habitat, waterways and groundwater.

Summary of services extended to potential development by the Town of Timnath

Transportation System

Transportation improvements will include improvements to Harmony Road and Three Bell Parkway. The Town of Timnath will maintain the areas within all public right-of-ways between back of curb to back of curb. The adjacent land owner or metropolitan district will be responsible for maintenance of the sidewalk, parkway, and irrigation within all public right-of-ways behind the back of curb.

Additional traffic impacts of the Fewell/Feldman Annexation will be minimal to the existing surrounding transportation system infrastructure. The primary concern is with the increased demand to Harmony Road. This road will be improved to near ultimate conditions along the property frontage until full buildout of Harmony Road will happen. There is intended to be up to 4 possible access points to the property, with the main two being from Three Bell Parkway and Stone Fly which is in the adjacent Riverbend Subdivision. Two other access points will be provided, but their main access will be to the commercial portion along Harmony Road. A traffic study will determine what improvements, if any, need to be made to the surrounding roads and access points.

Law Enforcement Impact

Initially, law enforcement will experience an increase in thefts and suspicious incidents within the construction area and complaints from the nearby neighbors concerning the construction zone. We will work with the builders and make recommendations concerning how to secure the work sites and
buildings. As the homes are occupied and the neighborhood matures an increase in residential alarms, accidents, and traffic and neighborhood complaints will occur.

As build out occurs there will be the need for another officer to assist with commercial and residential case reporting and investigations. The Town will expand its Police Force depending on the demands town-wide and to provide 24/7 coverage in the future, but not as a result of this annexation.

**Financing methods for municipal services provided by the Town of Timnath**

Municipal services provided directly by the Town will be funded in part by income generated from property and sales taxes as well as development impact fees and building permit fees. Portions of the property taxes generated will be distributed to the appropriate taxing entities within the Town per mil levee distribution amounts.

**Summary of services provided on behalf of the Town of Timnath**

**School Impact**

The Poudre School District provides education for the Timnath youth. Currently Poudre School District has two elementary schools within the Town limits, Bethke Elementary and Timnath Elementary. They currently hold property within or adjacent to the Town limits for a future middle school and high school. A recent bond initiative was passed to provide for the construction of a High School at County Road 5 and Prospect Road. They have been in contact with the Town and the Town has provided anticipated development potential including immediate and mid range projections including the Fewell/Feldman Annexation. The Town hasn’t been informed of any objections to the addition of this development and the added pressure to the current school district facilities.

**Water and Sewer Service**

Sanitary Service: The Fewell/Feldman Annexation will petition for inclusion in the South Fort Collins Sanitation District. The property can be served physically by two existing sewer pipes within and along this property. There is an existing 15” and 18” pipe that is located within one of the parcels proposed for annexation along the west and south boundaries.

Water Service: This property will petition for inclusion to be in the Fort Collins Loveland Water District and will be served with potable water by said district by a 12” water main that surrounds the property to the north within Harmony Road and a 12” water main to the east within Three Bell Parkway.

**Storm Drainage Impacts**

This property generally drains to the southeast toward Three Bell Parkway. To mitigate negative effects of stormwater discharge from this property, the utilization of local and/or regional detention ponds will be needed. The use of these detention ponds will help the increased flows due to impervious improvements down to historic rates to reduce downstream impacts. Additionally, water quality control measures will be used internally and at detention pond locations to ensure adequate water quality for discharged waters.

**Telephone, Electric, Gas, and Cable Utility Impacts**
These utility services will be provided by Xcel Energy, Poudre Valley REA, Century Link, and Comcast. Each of these providers currently provide service to the adjacent developments and have infrastructure suitable to serve the Fewell/Feldman Annexation.

**Fire District Impact**

Poudre Fire Authority currently provides fire district services to the annexed portions of Timnath. The Fewell/Feldman Annexation is already in the Poudre Fire Authority service area and will continue to be serviced by the district.

Currently there is a new fire station immediately adjacent to this annexation, located south of Harmony Road along Signal Tree Drive and had opened in early 2017. The district has been working with the Town and reviewing the Town’s projected growth patterns and anticipated this development and the increased density in population.

**Environmental Impacts of the Proposed Development**

The property is located in the range of many native animals to Larimer County and the Timnath area, however there are no endangered species that are known to inhabit the site.

**Economic Development Potential**

Changing property from an agricultural use to a residential use will have a direct increase in property tax revenues to the County and to the Town as well as any other taxing districts within the Town. Revenues will be influenced by the assessed values of the actual product types. Sales tax and use taxes will be collected as part of the building permit along with development impact fees to offset this project and impacts to the Town’s infrastructure and services.

**Existing and Adjacent Land Uses**

North – Timnath Landing Subdivision zoned CC, RMU, CMU, R-2, and R-3.

West – Town of Timnath Riverbend Subdivision zoned CC and RMU.

South – Unincorporated Larimer County zoned FA-1.

East – Town of Timnath West Village Subdivision zoned R-2 and Unincorporated Larimer County and zoned FA-1.

**Attachments:**

1. Annexation Map
2. Draft Annexation Agreement
3. Annexation Petition
EXECUTIVE SUMMARY: This annexation consists of 1 parcel of land totaling 66.79 acres currently within Larimer County. The property is located west of and adjacent to Three Bell Parkway, and east of and adjacent to the Fewell Farm. Hartford Homes is proposing a master planned community with a mixture of housing products, mixed use, senior housing, and the potential for commercial along Harmony Road. The petition has been reviewed against and complies with all applicable local code requirements and the Colorado Revised Statutes.

PLANNING COMMISSION ACTION ON 12/5/2017: At its regular scheduled meeting on December 5, 2017 the Planning Commission recommended approval to the Timnath Town council unanimously (5-0) by voice vote.

STAFF RECOMMENDATION: Staff recommends the approval of the Feldman Farm Annexation

KEY POINTS/SUPPORTING INFORMATION:
Owner: Feldman Revocable Trust
Applicant: Hartford Homes

Application Type: Annexation Petition Case Number: AX-2017-001

Parcel Size (Acres): +/- 66.79 acres

Existing Zoning: FA-1 – Larimer County Proposed Zoning: R-3 (Two-Family & Multi Family Residential) & C (Commercial) - Timnath
Existing Land Use: Farming Proposed Land Use: Residential and Commercial

Location: West of Three Bell Parkway and east of and adjacent the Fewell Farm.

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<th>Task</th>
<th>Description</th>
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<tr>
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<td>Acceptance of Application</td>
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<tr>
<td>Application Submitted</td>
<td>Annexation Petition</td>
<td>10/13/17</td>
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Notice to Special Districts
Notice to Larimer County, Poudre School District, Fort Collins Loveland Water District, South Fort Collins Sanitation District 11/08/17

Referral Agency Notification
Referral comments were due by 04/07/17. 03/20/17

Comments Issued
04/28/17

Town Council
Substantial compliance 10/24/17

Notices
Notifications in Fort Collins Coloradoan 10/27/17;11/03/17;11/10/17; 11/17/17

Planning Commission
Public hearing 12/05/17

Town Council
Eligibility hearing 12/12/17

Town Council
Second reading 01/09/18

SERVICES:
Water: Fort Collins-Loveland Water District
Sewer: South Fort Collins Sanitation District
Fire: Poudre Fire Authority
Special Districts: N/A

Adjacent Zoning/Land Uses:

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<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
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<tbody>
<tr>
<td>North</td>
<td>C-2 &amp; MU (Timnath Landing Subdivision)</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td>South</td>
<td>FA-1 Unincorporated Larimer County</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td>West</td>
<td>C-2 &amp; MU (Riverbend Subdivision)</td>
<td>Poudre Fire Authority Station 8 &amp; Vacant/Farming</td>
</tr>
<tr>
<td>East</td>
<td>I Unincorporated Larimer County (Walker Manufacturing)</td>
<td>Manufacturing</td>
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ADVANTAGES:
- Infill annexation of property fronting Harmony Road.
- Increase in the amount of land within the Town of Timnath.
- Provide a more diverse residential housing product.
- Extend the Poudre River Trail to the east and south.
- Additional Commercial ground annexed to the Town.

DISADVANTAGES:
- Increase in police services supplied by Town Officers.
- Increase in road infrastructure requiring Town maintenance.
**FINANCIAL IMPACT:**
- Increase in use tax and property taxes as well as sales taxes for future commercial.

**RECOMMENDED MOTION:**
- I move to recommend approval of Ordinance 4, Series 2018 the Feldman Farm Annexations, finding that a complete application was submitted and reviewed in accordance with all applicable Town of Timnath regulations, criteria outlined in section 16.10.2 of the Town of Timnath Land Use Code, and C.R.S. 31-12 have been met.

**ATTACHMENTS:**
1. Ordinance
2. Annexation Petition
3. Annexation Map
4. Annexation Impact Report
5. Annexation Agreement
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 4, SERIES 2018

AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN REAL PROPERTY TO BE KNOWN AS THE FELDMAN FARM ANNEXATION TO THE TOWN OF TIMNATH, COLORADO, GENERALLY LOCATED WEST OF AND ADJACENT TO THREE BELL PARKWAY AND EAST OF AND ADJACENT TO THE FEWELL FARM

WHEREAS, a petition (the “Petition”) for Annexation was filed with the Town by Feldman Family Revocable Trust (“Petitioner”), requesting the Town of Timnath annex that property more particularly described in EXHIBIT A (legal description) and EXHIBIT B (annexation map), attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed Planning Commission public hearing was held on December 5, 2017 regarding said Petition in accordance with C.R.S. § 31-12-108, and all persons interested in such Petition were provided an opportunity to be heard: and

WHEREAS, over 50% of the property owners owning more than 50% of the Property, exclusive of streets and alleys have signed the Petition and requested the Property be annexed; and

WHEREAS, the Town Council finds the Property is eligible for annexation and should be annexed to the Town of Timnath; and

WHEREAS, the contiguity required by C.R.S. § 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town; and

WHEREAS, the Town and Petitioners wish to enter into an annexation agreement (Exhibit C).

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

Section 1. Findings.
The Council hereby finds that a Petition for Annexation, together with four (4) copies of the annexation map as required by law, was filed with the Town Council on October 13, 2017, by the owners of over fifty percent (50%) of the area of the property hereinafter described in EXHIBIT A (legal description) and EXHIBIT B (annexation map), and comprising more than fifty percent (50%) of the landowners of the property to be annexed, exclusive of public streets and alleys.

A properly noticed public hearing was held on October 24, 2017 regarding said Petition in accordance with C.R.S.§ 31-12-108, at which all persons interested in such Petition were provided an opportunity to be heard.
The Council by resolution at the public hearing accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

The contiguity required by CRS Sec. 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town.

The Property is eligible for annexation and should be annexed to the Town of Timnath.

An Annexation Agreement between the property owners and the Town has been prepared, is incorporated herein, and approved (EXHIBIT C).

**Section 2. Annexation Approved.**
The annexation to the Town of the following described real property is hereby approved (see attached):

Exhibit A – Property Description
Exhibit B – Annexation Map
Exhibit C – Annexation Agreement

**Section 3. Severability.**
If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have adopted this Ordinance and each part or parts hereof irrespective of the fact than any one or parts be declared unconstitutional or invalid.

**Section 4. Effective Date.**
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, MOVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING ON DECEMBER 12, 2017, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON JANUARY 9, 2018 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 12TH DAY OF DECEMBER, 2017.
MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING
FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON THE
9TH DAY OF JANUARY, 2018.

TOWN OF TIMNATH

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Annexed
[attached]

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 88 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF Bearings: The North line of said Section 2, being monuments on the West by a number 6 rebar with a 3/4" aluminum cap, stamped "2006-PLS 10734" and on the East by a number 6 rebar with a 24" rebar cap stamped "LS 29606" and is assumed to bear North 85° 56' 33" East.

COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 2, THENCE NORTH 85° 56' 33" East along the North line of said Northwest Quarter of Section 2, a distance of 4001.58 feet; THENCE SOUTH 00° 01' 28" East a distance of 1145.94 feet to a point on the Southwesterly right of way of Great Western Railroad and being the point of beginning;

THENCE SOUTH 50° 48' 22" East along said Southwesterly right of way, a distance of 1492.01 feet to the to the west right of way line of Larimer County Road 3 as recorded in Book 2120 at Page 439;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:
1. THENCE SOUTH 01° 34' 47" EAST, A DISTANCE OF 296.79 FEET;
2. THENCE SOUTH 01° 28' 50" EAST, A DISTANCE OF 1433.97 FEET TO THE SOUTHEAST CORNER OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL;

THENCE SOUTH 86° 14' 44" WEST ALONG THE SOUTH LINE OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL, A DISTANCE OF 1253.31 FEET TO THE TO THE SOUTHWEST CORNER OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL;

THENCE ALONG THE WEST LINE OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL THE FOLLOWING TWO (2) COURSES:
1. THENCE NORTH 02° 05' 32" WEST, A DISTANCE OF 1489.43 FEET;
2. THENCE NORTH 02° 03' 36" WEST A DISTANCE OF 1385.37 FEET TO THE POINT OF BEGINNING,

CONTAINING 2,809,471 SQUARE FEET OR 66.79 ACRES MORE OR LESS.
EXHIBIT B

Annexation Map

[attached]
EXHIBIT C

Annexation Agreement

[attached]
ANNEXATION AGREEMENT
FOR THE FELDMAN PROPERTY

THIS ANNEXATION AGREEMENT (“Agreement”), is made and entered into to be effective the 24th day of October, 2017, by and between Town of Timnath, a Colorado municipal corporation (“Town”) and FELDMAN FAMILY REVOCABLE TRUST, (“Property Owner” and collectively, the “Parties”) and is made concerning the real property described on Exhibit A, attached hereto and incorporated herein by reference (“the Property”), and generally known as the “FELDMAN PROPERTY”.

WITNESSETH:

WHEREAS, the Property consists of approximately 66.79 acres, more or less, located south side of Harmony road between Signal Tree Way on the west and Great Western Railroad on the east, Larimer County, State of Colorado; and

WHEREAS, Town and Property Owner will be entering into a subdivision improvement agreement (the “SIA”), which will be recorded in the real estate records of Larimer County, Colorado, and which will govern the construction of public improvements on the property and will serve as a condition precedent to approval of by the Town of any future plat or plats associated with the Property; and

WHEREAS, it is the intent of Parties that this Agreement contains all the obligations of Parties which shall be performed by Parties with respect to annexation of the Property.

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

AGREEMENT

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

2. Annexation of Property. The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including, as shown on the annexation map attached hereto as Exhibit B. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the “Act”), the Code and all applicable laws, and is subject to this Agreement and the SIA executed in connection herewith. Property Owner agrees that it will not withdraw the annexation petition.

3. 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, the 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 the Town.

4. **Zoning and Development of the Property.** The Property will be zoned R3 – Mixed Residential zoning with a PD – Planned Development District overlay zoning. Property Owner will develop the Property in accordance with a site specific development plan to be subsequently approved by the Town. The Property Owner shall take all action necessary to timely apply for and diligently pursue appropriate zoning by Town of the Property. 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.

5. **Water Utilities.** Property Owner shall obtain water service from the Fort Collins – Loveland Water District.

6. **Sanitary Sewer Utilities.** Property Owner shall obtain sewer service from South Fort Collins Sanitation District.

7. **Utilities and Infrastructure.** 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. Failure of Property Owner to obtain utilities or provide streets to the Property shall not be grounds for disconnection.

8. **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. Property Owner shall not be required to provide to Town 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 appurtenant to or historically used in connection with the Property except as otherwise set forth herein.

9. **Fire Protection Services.** The Property Owner acknowledges and represents that Property Owner has submitted a Petition for Exclusion from the fire protection district currently serving the Property, as necessary, and that Property Owner has submitted a Petition for Inclusion into the Poudre Valley Fire Protection District.

10. **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.

11. **Covenants Run With the Land.** This Agreement and the annexation map shall be recorded in the real estate records of Larimer County. The provisions of this Agreement shall constitute covenants or servitudes that shall touch, attach to and run with title to the Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest of the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.
12. **Cure of Legal Defects.** In the event that the annexation or zoning of the Property or any portion of this Agreement, is declared void or unenforceable by final court action, meaning that no appeal can be made or the time to appeal has expired, Parties shall cooperate to cure any legal defects cited by the court, and immediately upon such 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. The Property Owner shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

13. **Breach by Property Owner - Town's Remedies.** In the event of a breach of any of the terms and conditions of this Agreement by Property Owner, and until such breach is corrected, the Town may take such actions as are permitted and/or authorized by the ordinances of the Town, this Agreement, and/or other law as the 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 equity.

Unless necessary to protect the immediate health, safety and welfare of Town or to protect Town's interest with regard to security given for the completion of the public improvements, Town shall provide Property Owner thirty (30) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of such person or entity. If during such thirty (30) 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 the Property diligently pursues the cure to completion.

14. **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 the right to seek statutory disconnection for a material breach which substantially impairs Property Owner’s ability to develop the Property.
15. **Attorney’s Fees.** In the event of any litigation to enforce or construe the terms of this Agreement, the substantially prevailing party shall be entitled to payment of its costs of litigation, including attorney fees, by the other party.

16. **Acknowledgement.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with 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 Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of Town or its inhabitants; nor shall this Agreement prohibit the enactment by Town of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

17. **Notice.** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, or facsimile if sent during normal business hours, 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 Facsimile: (970) 224-3217

with copy to:

Robert G. Rogers, Esq.
White, Bear & Ankele Professional Corporation 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Telephone: (303) 858-1800 Facsimile: (303) 858-1802

**Notice to Property Owner:**

Feldman Family Revocable Trust 5277 South County Road 3 Fort Collins, CO 80528

with a copy to:

Theodore W. Gould, Esq.
3030 South College Avenue, #203 Fort Collins, CO 80547 Telephone: (970) 674-1109
18. **Assignment.** Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Property Owner (an “Affiliate”) of Property Owner, without the consent of the 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 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 arising after the date such duties and obligations are assumed by the Assignee.

19. **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. Each person signing this Agreement on behalf of an entity represents and warrants that he or she has full power and authority to enter into this Agreement on behalf of the entity. Property Owner and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

20. **Entire Agreement - Amendments.** This Agreement embodies the whole agreement of the Parties with respect to the annexation of the Property to the Town and development of the Property within the 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 the Property Owner and the 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 the Property Owner and the Town, without consent of such lot owners to the extent such amendment does not adversely affect such other lot owners in a material manner.

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

22. **Effective Date-Termination.** This Agreement shall be effective and binding upon both Parties but shall not affect the effective date of the ordinance annexing the Property to Town. This Agreement shall be terminated and considered null and void on the date of disconnection if the Property is subsequently disconnected from Town.

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

25. **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 Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

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

27. **Time is of the Essence.** Time is of the essence for both parties with respect to the obligations herein. The Parties agree that they will each act in as expeditious a manner as is reasonably possible in performing the obligations herein.

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

29. **Integration.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with documents approved by the Board of Trustees at a public meeting, the Town Code, and the laws of the State of Colorado.

30. **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.

31. **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 Parties, intending to be legally bound hereby, as of the date set forth above.

TOWN: TOWN OF TIMNATH, COLORADO, A Municipal Corporation

ATTEST: Jill Grossman-Belisle, Mayor

________________________________
Milissa Peters, Town Clerk
PROPERTY OWNER: FELDMAN FAMILY REVOCABLE TRUST

By: __________________________
Name: _______________________
Title: ________________________

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was acknowledged before me this ___ day of [MONTH], 2017, by ______________, as Trustee of the FELDMAN FAMILY REVOCABLE TRUST.

WITNESS my hand and official seal.

_________________________________
Notary Public

My Commission expires: ___________
EXHIBIT A
(Property Description)

FELDMAN FAMILY REVOCABLE TRUST
A tract of land situate in the east ½ of the east ½ of Section 2, Township 6 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 said Section 2 which bears North 00°00'00” E. and all bearings contained relative thereto;
Beginning at a point on the East line of said section 2 which bears N 00°00'00” E., 1194.42 feet from the Southeast corner of said section 2; thence S 89°46'31" W., 1282.64 feet more or less to the West line of the East ½ of the East ½ of said Section 2; thence along the West line of the East ½ of the East ½ of said section 2 N00°35'40" W., 1183.00 feet; thence N 89°46'31” E., 1294.92 feet more or less to the East line of said Section 2; thence along said East line S 00°00’00” W., 1182.99 feet more or less to the point of beginning.

AND
A tract of land situate in the East ½ of the East ½ of Section 2, Township 6 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 said Section 2 as bearing North 00°00’00” E. and all bearings contained herein relative thereto;
Beginning at a point on the East line of said Section 2 as bearing N 00°00’00” E. 2377.41 feet from the Southeast corner of said Section 2; thence South 89°46’31” W., 1294.92 feet more or less to the West line of the East ½ of the East ½ of said Section 2; thence along said West line N 00°35’40” W., 1740.03 feet more or less to the centerline of the existing Colorado and Southern Railroad right-of-way; thence along said centerline S 49°14’36”E, 1733.31 feet more or less to the East line of said Section 2; thence along said East line S 00°00’00” W., 603.26 feet more or less to the beginning.
EXHIBIT B
(Annexation Map)
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 reserve the right to withdraw this Petition in the event the Property is not zoned in accordance with the Annexation Agreement, if any.

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

PETITIONERS:

the FELDMAN FAMILY REVOCABLE TRUST

By:  
Name: David Feldman
Title: Trustee

By:  
Name: Teri Feldman
Title: Trustee

Mailing Address: 5277 South County Road 3
Fort Collins, CO 80528

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

Subscribed and sworn to before me this 06 day of October, 2017, by David Feldman
____________, as Trustee of the FELDMAN FAMILY REVOCABLE TRUST.

WITNESS my hand and official seal.

My Commission expires: 8-9-20

BELINDA HARRINGTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124053030
MY COMMISSION EXPIRES AUGUST 9, 2020

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

Subscribed and sworn to before me this 06 day of October, 2017, by Jean Feldman
____________, as Trustee of the FELDMAN FAMILY REVOCABLE TRUST.

WITNESS my hand and official seal.

My Commission expires: 8-9-20

Belinda Harrington
Notary Public

BELINDA HARRINGTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124053030
MY COMMISSION EXPIRES AUGUST 9, 2020

Feldman Family Revocable Trust
AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION
[Required for all petitions, including those signed by a single owner]

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

PATRICK MCMEEKIN, 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

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

Subscribed and sworn to before me this 10 day of October, 2017, by

WITNESS my hand and official seal.
My Commission expires: 8-9-20

Notary Public

BELINDA HARRINGTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124053030
MY COMMISSION EXPIRES AUGUST 9, 2020

Feldman Family Revocable Trust
Fewell/Feldman Annexation Impact Report  
(AX-2017-001)  

November 7, 2017

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**Annexation Impact Report Requirements**

Pursuant to C.R.S. Section 31-12-108.5, this document fulfills the Annexation Impact Report requirements for annexations in excess of 10 acres. The Town of Timnath has prepared the following report to satisfy said requirements and it contains the following items:

1. A map of the municipality and adjacent territory to show the following:
   a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
   b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and
   c. The existing and proposed land use pattern in the areas to be annexed.
2. A copy of any draft or final preannexation agreement, if available;
3. A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;
4. A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;
5. A statement identifying existing districts within the area to be annexed; and
6. A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

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**Project Summary**

The Fewell/Feldman Annexation is made up of two properties totaling 162.62 acres. The Fewell property is 95.83 acres and is adjacent to Harmony Road. The Feldman property is 66.79 acres and is adjacent to Three Bell Parkway. The Fewell/Feldman Annexation is intended to be subdivided into 770 single family lots with a variety of lot sizes, a commercial tract, and common open spaces. Overall planned gross density is 4.75 dwelling units per acre. The north and east side of the property is contiguous to existing Town of Timnath right-of-way along Harmony Road and Three Bell Parkway. In addition, the proposed annexation is located within the Town of Timnath Growth Management Area (GMA) Boundary.

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**Assessment of Community Need**

Timnath, Colorado is a growing community. The Fewell/Feldman Annexation is located such that it is directly adjacent and between existing Town developments and is on the primary travel corridor through Town. It will ultimately create a desirable product for future homeowners and is considered infill due to being virtually being surrounded by existing Town annexed property. The community will encourage the use of pedestrian and bicycling by utilizing local street, sidewalk and trail networks. The property is within short distance to Bethke Elementary School, Timnath Elementary School, and a regional commercial center at Harmony Road and I-25.
The development is compatible with the Town Timnath Comprehensive Plan adopted April 23, 2013 and is a desirable addition to the Town. Specifically, the following goals, objectives and action items as outlined in the Town’s Comprehensive Plan, are being achieved by this annexation:

1. Develop land within Timnath by targeting non-residential development and allowing housing to develop based on market demand and the ability of the Town to provide services.
2. New development, redevelopment, and infrastructure investment should strive to promote healthy communities and active lifestyles by providing or encouraging enhanced bicycle and pedestrian circulation, access, and safety along roads near areas of employment, schools, and parks.
3. Target pedestrian and cycling infrastructure investments in areas near employment centers, schools, public parks and trails and as outlined in the PROST plan.
4. Incorporate a plan consistency requirement into the zoning code.
5. Where feasible, annex lands adjacent to existing development prior to annexing other undeveloped areas to the town.
6. Enhance the quality of community amenities as a means of ensuring Timnath’s attractiveness to future employers.
7. Create a schedule for ongoing improvements to Timnath’s pathway system, including acquisition of rights-of-way for future development, agreements with private developers for path and trail construction, and other approaches.
8. Continue to pursue pathway and trail development and extensions throughout the GMA.
9. Develop a well-balanced transportation system that supports automobile, pedestrian and bicycle movement.
10. Provide on- and off-street bicycle lanes as well as sidewalks along urban streets throughout the community.
11. Require sidewalks on all streets in development approvals. All street reconstruction should include sidewalks.
12. Consider alternative transportation projects when prioritizing future parks, open space, and trails per the Parks, Recreation, Open Space and Trails Plan.
13. Develop a safe and efficient transportation system utilizing complete street concepts where feasible.
14. Design street cross-sections to include easily identifiable spaces for all users: drivers, pedestrians, and bicyclists, as appropriate.
15. Provide frequent street crossings in developed areas with easily accessible pedestrian signals at intersections.
16. Develop an off-road pedestrian, bicycle and equestrian trail system that connects open spaces and recreation areas in and around Timnath as adopted in the Parks Recreation Open Space and Trails Plan.
17. Refer to the trails adopted in the Parks Recreation Open Space and Trails Plan during development review and require new trails be constructed or the right-of-way for new trails be provided as new developments are approved.
18. Provide an adequate level of public facilities, infrastructure and services for the residents of Timnath.
20. Review and monitor agreements with utility providers to ensure infrastructure will be planned and installed consistent with the Comprehensive Plan in a timely, efficient and cost effective manner.
21. Require new developments to connect to existing water and sewer systems and prohibit the proliferation of small private water and sewer systems.
22. Require developers to pay for 100% of the cost of providing infrastructure to support new developments, except when the development is part of a public private partnership in which case the costs may be shared.
23. Coordinate with special districts and authorities that provide community services to ensure an appropriate level of service is maintained as the Town grows.
24. The Town will build upon its natural assets in providing a connected, balanced system of parks, trails, open space and recreation facilities that is equitably distributed and accessible to all residents.

25. Provide 5 acres of neighborhood parkland for every 200 dwelling units and 20 acres of community parkland, payment in lieu of land for all subdivision development.

26. Rely on private development to provide pocket parks within 0.25 mile of every resident in new subdivisions, and to meet a level of service of .5 acres per 50 dwelling units.

27. Locate neighborhood parks within 0.5 mile of the neighbors they are intended to serve, and in locations that are comfortably and safely accessible by pedestrians and bicyclists.

28. Design parks to provide for a variety of experiences that appeal to a broad range of interests, abilities and ages.

29. Provide accessible facilities and rehabilitate existing facilities to meet the requirements of the Americans with Disabilities Act (ADA).

30. Provide safe, enjoyable and comprehensive bicycle and pedestrian connections throughout Timnath.

31. Provide a multi-purpose community-wide core trail system that connects major destinations (e.g., neighborhood and community parks, regional trail systems, open space areas, recreation centers, schools, downtown, major event centers, etc.) and provides opportunities for trail loops with areas of interest along the route.

32. Connect neighborhood parks and neighborhood schools to a community-wide trail system with neighborhood connector (local) trails that are provided for and maintained by private development (where feasible and appropriate in the context of the neighborhood design).

33. Provide pedestrian and bicycle access (bike lanes and routes as appropriate for the road classification) throughout neighborhoods to facilitate safe, enjoyable routes between homes, parks and recreational amenities.

34. Ensure that new residential development contributes its fair share for parks and recreational facilities to the extent allowed by state law and Town code.

35. Town expansion and growth will recognize and design with the natural amenities within the community including wildlife, habitat, waterways and groundwater.

Summary of services extended to potential development by the Town of Timnath

Transportation System

Transportation improvements will include improvements to Harmony Road and Three Bell Parkway. The Town of Timnath will maintain the areas within all public right-of-ways between back of curb to back of curb. The adjacent land owner or metropolitan district will be responsible for maintenance of the sidewalk, parkway, and irrigation within all public right-of-ways behind the back of curb.

Additional traffic impacts of the Fewell/Feldman Annexation will be minimal to the existing surrounding transportation system infrastructure. The primary concern is with the increased demand to Harmony Road. This road will be improved to near ultimate conditions along the property frontage until full buildout of Harmony Road will happen. There is intended to be up to 4 possible access points to the property, with the main two being from Three Bell Parkway and Stone Fly which is in the adjacent Riverbend Subdivision. Two other access points will be provided, but their main access will be to the commercial portion along Harmony Road. A traffic study will determine what improvements, if any, need to be made to the surrounding roads and access points.

Law Enforcement Impact

Initially, law enforcement will experience an increase in thefts and suspicious incidents within the construction area and complaints from the nearby neighbors concerning the construction zone. We will work with the builders and make recommendations concerning how to secure the work sites and
buildings. As the homes are occupied and the neighborhood matures an increase in residential alarms, accidents, and traffic and neighborhood complaints will occur.

As build out occurs there will be the need for another officer to assist with commercial and residential case reporting and investigations. The Town will expand its Police Force depending on the demands town-wide and to provide 24/7 coverage in the future, but not as a result of this annexation.

**Financing methods for municipal services provided by the Town of Timnath**

Municipal services provided directly by the Town will be funded in part by income generated from property and sales taxes as well as development impact fees and building permit fees. Portions of the property taxes generated will be distributed to the appropriate taxing entities within the Town per mil levee distribution amounts.

**Summary of services provided on behalf of the Town of Timnath**

**School Impact**

The Poudre School District provides education for the Timnath youth. Currently Poudre School District has two elementary schools within the Town limits, Bethke Elementary and Timnath Elementary. They currently hold property within or adjacent to the Town limits for a future middle school and high school. A recent bond initiative was passed to provide for the construction of a High School at County Road 5 and Prospect Road. They have been in contact with the Town and the Town has provided anticipated development potential including immediate and mid range projections including the Fewell/Feldman Annexation. The Town hasn’t been informed of any objections to the addition of this development and the added pressure to the current school district facilities.

**Water and Sewer Service**

Sanitary Service: The Fewell/Feldman Annexation will petition for inclusion in the South Fort Collins Sanitation District. The property can be served physically by two existing sewer pipes within and along this property. There is an existing 15” and 18” pipe that is located within one of the parcels proposed for annexation along the west and south boundaries.

Water Service: This property will petition for inclusion to be in the Fort Collins Loveland Water District and will be served with potable water by said district by a 12” water main that surrounds the property to the north within Harmony Road and a 12” water main to the east within Three Bell Parkway.

**Storm Drainage Impacts**

This property generally drains to the southeast toward Three Bell Parkway. To mitigate negative effects of stormwater discharge from this property, the utilization of local and/or regional detention ponds will be needed. The use of these detention ponds will help the increased flows due to impervious improvements down to historic rates to reduce downstream impacts. Additionally, water quality control measures will be used internally and at detention pond locations to ensure adequate water quality for discharged waters.

**Telephone, Electric, Gas, and Cable Utility Impacts**
These utility services will be provided by Xcel Energy, Poudre Valley REA, Century Link, and Comcast. Each of these providers currently provide service to the adjacent developments and have infrastructure suitable to serve the Fewell/Feldman Annexation.

**Fire District Impact**

Poudre Fire Authority currently provides fire district services to the annexed portions of Timnath. The Fewell/Feldman Annexation is already in the Poudre Fire Authority service area and will continue to be serviced by the district.

Currently there is a new fire station immediately adjacent to this annexation, located south of Harmony Road along Signal Tree Drive and had opened in early 2017. The district has been working with the Town and reviewing the Town’s projected growth patterns and anticipated this development and the increased density in population.

**Environmental Impacts of the Proposed Development**

The property is located in the range of many native animals to Larimer County and the Timnath area, however there are no endangered species that are known to inhabit the site.

**Economic Development Potential**

Changing property from an agricultural use to a residential use will have a direct increase in property tax revenues to the County and to the Town as well as any other taxing districts within the Town. Revenues will be influenced by the assessed values of the actual product types. Sales tax and use taxes will be collected as part of the building permit along with development impact fees to offset this project and impacts to the Town’s infrastructure and services.

**Existing and Adjacent Land Uses**

North – Timnath Landing Subdivision zoned CC, RMU, CMU, R-2, and R-3.

West – Town of Timnath Riverbend Subdivision zoned CC and RMU.

South – Unincorporated Larimer County zoned FA-1.

East – Town of Timnath West Village Subdivision zoned R-2 and Unincorporated Larimer County and zoned FA-1.

**Attachments:**
1. Annexation Map
2. Draft Annexation Agreement
3. Annexation Petition
EXECUTIVE SUMMARY: This zoning amendment consist of the 2 parcels of annexed land known as the Fewell Farm and Feldman Farm annexations totaling 162.62 acres. The properties are located south of and adjacent Harmony Road, and west of Three Bell Parkway. The applicant is proposing a master planned community with a mixture of housing products, mixed use, senior housing, and the potential for commercial along Harmony Road. The zoning petition has been reviewed against and complies with all applicable local code requirements and the Colorado Revised Statutes. Zoning of the property is to occur along with the Annexation. The applicant is proposing the property be zoned to R-3 (Two-Family & Multi-Family Residential) and CC (Community Commercial) which is in compliance with the proposed Comprehensive Plan Amendment.

PLANNING COMMISSION ACTION ON 12/5/2017: At its regular scheduled meeting on December 5, 2017 the Planning Commission recommended approval to the Timnath Town council unanimously (5-0) by voice vote.

STAFF RECOMMENDATION: Staff recommends the approval of the Zoning Map Amendment

KEY POINTS/SUPPORTING INFORMATION:

Owner: Fewell Family Trust/Feldman Revocable Trust  
Applicant: Hartford Homes  
Application Type: Rezoning  
Case Number: RZ-2017-002  
Parcel Size (Acres): +/- 162.62 acres  
Existing Zoning: FA-1 – Larimer County  
Proposed Zoning: R-3 (Two-Family & Multi Family Residential) & C (Commercial) - Timnath  
Existing Land Use: Farming  
Proposed Land Use: Residential and Commercial  
Location: South of and adjacent Harmony Road, and west of Three Bell Parkway

Process Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>Application Submitted</td>
<td>Annexation Application</td>
<td>03/17/17</td>
</tr>
<tr>
<td>Acceptance of</td>
<td></td>
<td>03/17/17</td>
</tr>
</tbody>
</table>
### Application

**Application Submitted**
Annexation Petition

10/13/17

**Notice to Special Districts**
Notice to Larimer County, Poudre School District, Fort Collins Loveland Water District, South Fort Collins Sanitation District

11/08/17

**Referral Agency Notification**
Referral comments were due by 04/07/17.

03/20/17

**Comments Issued**

04/28/17

**Town Council**
Substantial compliance

10/24/17

**Notices**
Notifications in Fort Collins Colorodoan

10/27/17; 11/03/17; 11/10/17; 11/17/17

**Planning Commission**
Public hearing

12/05/17

**Town Council**
Eligibility hearing

12/12/17

**Town Council**
Second reading

01/09/18

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**SERVICES:**
- **Water:** Fort Collins-Loveland Water District
- **Sewer:** South Fort Collins Sanitation District
- **Fire:** Poudre Fire Authority
- **Special Districts:** N/A

**Adjacent Zoning/Land Uses:**

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>North</strong></td>
<td>C-2 &amp; MU (Timnath Landing Subdivision)</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td><strong>South</strong></td>
<td>FA-1 Unincorporated Larimer County</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td><strong>West</strong></td>
<td>C-2 &amp; MU (Riverbend Subdivision)</td>
<td>Poudre Fire Authority Station 8 &amp; Vacant/Farming</td>
</tr>
<tr>
<td><strong>East</strong></td>
<td>R-2 (West Village Subdivision)</td>
<td>Single Family Residential</td>
</tr>
</tbody>
</table>

**ADVANTAGES:**
- Infill annexation of property fronting Harmony Road.
- Increase in the amount of land within the Town of Timnath.
- Provide a more diverse residential housing product.
- Extend the Poudre River Trail to the east and south.
- Additional Commercial ground annexed to the Town.
**DISADVANTAGES:**
- Increase in police services supplied by Town Officers.
- Increase in road infrastructure requiring Town maintenance.

**FINANCIAL IMPACT:**
- Increase in use tax and property taxes as well as sales taxes for future commercial.

**RECOMMENDED MOTION:**
- I move to recommend approval of Ordinance 5, Series 2018 the Rezoning Amendment for Fewell and Feldman Farms Annexations, Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, the application conforms with the mission and goals of the Timnath Comprehensive Plan.

**ATTACHMENTS:**
1. Ordinance
2. Rezoning Map
3. Rezoning Narrative
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 5, SERIES 2017

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF TIMNATH FOR THE PURPOSE OF ZONING CERTAIN REAL PROPERTY TO BE KNOWN AS THE FEWELL AND FELDMAN FARMS ANNEXATIONS GENERALLY LOCATED SOUTH OF AND ADJACENT TO HARMONY ROAD AND WEST OF AND ADJACENT TO THREE BELL PARKWAY

WHEREAS, J.L. and G.D. Fewell Living Trust and Feldman Family Revocable Trust has submitted a request for zoning of real property within the Town of Timnath more particularly described in Exhibit A and attached hereto and incorporated herein by this reference; and

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

WHEREAS, the zone change was recommended for approval to CC – Community Commercial and R-3 – Two Family & Multi-Family Residential at a public hearing held by the Town of Timnath Planning Commission on Tuesday, December 5, 2017.

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

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

CC – Community Commercial and R-3 – Two Family & Multi-Family Residential – See attached Exhibit A (legal description) and Exhibit B (zoning map)

Section 2. Public Hearing
The Town Council held a public hearing on Tuesday, January 9, 2018 regarding the zoning of the property.

Section 3. Severability
If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.

Section 4. Effective Date
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this ordinance and make not less
than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, MOVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING ON DECEMBER 12, 2017, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON JANUARY 9, 2018 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 12TH DAY OF DECEMBER, 2017.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON THE 9TH DAY OF JANUARY, 2018.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Zoning

PARCEL 1
A TRACT OF LAND BEING A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 5TH P.M., AND BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:
The north line of said section 2 assumed to bear north 99° 28' 33" east and being monumented at its northeast corner by a number 6 rebar with a 2x4" aluminum cap, insulated 1/2" steel rebar with a 2x4" aluminum cap, insulated 1/2" steel rebar with a 2x4" aluminum cap, and with all bearings contained herein being referenced from there.

Commencing at the northwest corner of the said section 2, thence, along the south line of the said northwest quarter of section 2, north 89° 56' 21" east a distance of 354.46 feet; and south 89° 56' 21" east a distance of 303.45 feet to a point on the north line of reception no. 2013012112 as recorded in the Larimer County Clerk and Recorder's Office and being the beginning.

Thence, along the north line, north 99° 01' 31" east a distance of 862.77 feet to the southwesternly right of way line of great western rail road.

Thence along said southwestern right of way line, south 89° 52' 27" east a distance of 889.23 feet.

Thence south 99° 36' 26" west a distance of 441.06 feet to a point of tangent curve to the right.

Thence along said curve to the right, having a radius of 86.0000 feet, a central angle of 42° 29' 07", a distance of 122.38, a chord bearing of south 60° 20' 19" east with a chord distance of 81.50 feet.

Thence south 81° 30' 23" west a distance of 163.56 feet to a point on a non-tangent curve to the left.

Thence along said non-tangent curve to the left, having a radius of 275.00 feet, a central angle of 49° 19' 21", a distance of 234.37, a chord bearing of north 75° 33' 26" west with a chord distance of 227.26 feet.

Thence south 75° 33' 26" west, a distance of 183.18 feet.

Thence north 99° 58' 50" west, a distance of 588.81 feet to the point of beginning.

Said described tract contains 15.74 acres (666.577 square feet), more or less, and is subject to all easements, conditions and/or restrictions that may exist on or within its lines.

PARCEL 2 (FEWELL & FEJMAN TRACT)
A TRACT OF LAND BEING A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 5TH P.M., AND BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:
The north line of said section 2 assumed to bear north 99° 28' 33" east and being monumented at its northeast corner by a number 6 rebar with a 2x4" aluminum cap, insulated 1/2" steel rebar with a 2x4" aluminum cap, insulated 1/2" steel rebar with a 2x4" aluminum cap, and with all bearings contained herein being referenced from there.

Commencing at the northwest corner of the said section 2, thence, along the south line of the said northwest quarter of section 2, north 89° 56' 21" east a distance of 354.46 feet; and south 89° 56' 21" east a distance of 303.45 feet to a point on the north line of reception no. 2013012112 as recorded in the Larimer County Clerk and Recorder's Office and being the beginning.

Thence, along the north line, north 99° 01' 31" east a distance of 862.77 feet to the southwesternly right of way line of great western rail road.

Thence along said southwestern right of way line, south 89° 52' 27" east a distance of 889.23 feet.

Thence south 99° 36' 26" west a distance of 441.06 feet to a point of tangent curve to the right.

Thence along said curve to the right, having a radius of 86.0000 feet, a central angle of 42° 29' 07", a distance of 122.38, a chord bearing of south 60° 20' 19" east with a chord distance of 81.50 feet.

Thence south 81° 30' 23" west a distance of 163.56 feet to a point on a non-tangent curve to the left.

Thence along said non-tangent curve to the left, having a radius of 275.00 feet, a central angle of 49° 19' 21", a distance of 234.37, a chord bearing of north 75° 33' 26" west with a chord distance of 227.26 feet.

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Said described tract contains 15.74 acres (666.577 square feet), more or less, and is subject to all easements, conditions and/or restrictions that may exist on or within its lines.
EXHIBIT B

Zoning Map

[attached]
Rendezvous
Rezoning Application
Written Description

October 13, 2017

The Rendezvous site (formerly known as Fewell and Feldman properties) is 162.62 acres of land located south of Harmony Road, southwest of the Great Western Railroad, east of the Riverbend development, and west of Three Bell Parkway. The anticipated development for the land includes a diverse mix of residential housing and commercial uses. This rezoning application accompanies the Annexation Petition and proposes that the site be zoned a mixture of Mixed Residential (R3) and Community Commercial (CC).

Rationale for the Proposed Rezoning
Timnath is a rapidly growing community that is predominantly comprised of medium to large lot single family detached developments interspersed with agricultural uses that have not yet developed. In addition to Old Town Timnath, the community has an emerging new commercial center located on the south side of Harmony Road east of the Poudre River to serve its rapidly growing population. This area will also house various civic and public uses including a new fire station and a new Town Hall.

Rendezvous is located immediately east of this new commercial area and includes a +/- 15-acre extension of the commercial uses along the south side of Harmony Road. This expansion will provide room for the Timnath community to offer an opportunity for various office and commercial land uses to develop near the core of the Town. Additionally, Rendezvous is envisioned to include a diversity of residential land uses, providing a gradation of density transitioning between existing suburban developments to the south and east and the newly forming commercial area to the north.

The site is uniquely positioned to offer this diverse mix of land uses, since it is contiguous with similar commercial uses, bounded on the north by the newly-improved Harmony Road, and is bounded on the south east by existing residential communities. This location provides excellent road and highway access, while minimizing trip length to commercial uses. It also provides an opportunity for Timnath’s residents to live, work, and play in proximity to the Town’s core, providing additional connections to the future expanded Poudre River Trail and other community amenities. The vision for the new community is therefore more dense than originally envisioned in the Town’s Comprehensive Plan or the current Land Use Code. The annexation and zoning of the site will therefore require a Comprehensive Plan Amendment and a Planned Development (PD) Overlay district to permit the gradation of density, as well as smaller lot home types emerging in the general housing marketplace. Both of these applications have been submitted to the Town for review.

Future development and build-out of Rendezvous will increase the Town’s tax base and provide a diverse mix of high-quality market-based attainable housing opportunities within the Town limits, while clustering new development near Old Town Timnath. New parks and trails, as well as road improvements, associated with the new community will enhance the Town’s recreation facilities and infrastructure, increasing parks and recreational capacity for the Town as it grows.

Impacts on the existing adjacent zone districts, uses, and physical character of surrounding area.
The site is zoned FA-1 Farming in Larimer County according to the Larimer County Zoning Map. The current FA-1 zoning permits a variety of agricultural, residential, institutional, and other uses of generally rural character. The Town of Timnath zoning map identifies the property bounded by the Town of Timnath on three sides with adjacent
properties zoned mixed-use (MU), community commercial (C-2), and single family residential (R-2) north of Harmony Road. Properties west of the property, are zoned community commercial (C-2) and mixed-use (MU). East of the property along Three Bell Parkway, and including property east of the Great Western Railroad is zoned business/light industrial (I-1). All properties east of Three Bell Parkway and south of the railroad ROW to River Pass Road are zoned single family residential (R-2). Other non-annexed parcels north of the Great Western Railroad ROW, south of Harmony Road, and west of Three Bell Parkway are zoned FA-1 Farming or Conditional I-Industrial. Land south of the property is in unincorporated Larimer County and is zoned FA-1 Farming. East of the property (east of the railroad tracks) is in unincorporated Larimer County and is zoned FA-1 and I-1 Industrial with conditional zoning.

There are no anticipated conflicts in land use between Rendezvous and neighboring land uses, as the design intent for Rendezvous is to provide a gradation in land use and density from the commercial area in the northern portion of the site to single family detached homes in the southeastern portion of the site. The +/-15-acres proposed to be zoned community commercial is envisioned as an extension of the commercial uses along the south side of Harmony Road. This expansion will provide room for the community to offer an opportunity for various commercial and retail land uses to develop near the core of the Town. The R-3 designation, in tandem with a PD Overlay, will provide flexibility to provide a variety of alley-loaded single family detached homes, front-loaded single family detached homes, paired homes, townhomes, multi-family housing, and senior housing, all of which are proposed or contemplated for the site. Overall, the density is planned to decrease along Three Bell Parkway to feather density along this edge.

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

According to the 2015 Town of Timnath Transportation Plan, Harmony Road currently has traffic volumes around 17,200 trips per day adjacent to the property and around 14,300 east of Three Bell Parkway. Projections for 2040 indicate volumes of 38,700 trips per day on Harmony Road adjacent the property and 33,300 east of Three Bell Parkway. At the time of that study, Traffic Analysis Zone (TAZ) 304, of which Rendezvous is a part, was estimated to ultimately include approximately 1,500 dwelling units. Rendezvous anticipates 770 Single Family Equivalents (SFE). 33 SFE’s are for the Community Commercial zoned portion and the remaining 737 SFE’s will be utilized for the Mixed Residential zoned area.

Although surrounding properties within the TAZ that includes Rendezvous have yet been planned or developed, the 770 SFE’s are generally consistent with the Town of Timnath Transportation Plan’s vision for the subject property, which anticipated future development for this area as some of the densest in the Town. Please refer to Figure 14 of the Town of Timnath Transportation Plan for additional information.

As the site develops, a series of collector roads will be provided through the site connecting Three Bell Parkway and Signal Tree, as needed and appropriate, to comply with the Town of Timnath Transportation Plan and to provide internal circulation. Additionally, connections to the Poudre River Trail will be extended through the property, providing regional connectivity for pedestrians and bicyclists. Overall, the annexation and zoning of these parcels will provide additional and improved transportation infrastructure within the new community to safely and efficiently address traffic demands.

Rendezvous will develop within the planned transportation system for Timnath and the surrounding area. In the Town of Timnath Transportation Plan, Harmony Road is planned to be a 6 lane Principal Arterial in 2040. Three Bell Parkway is located along the east edge of the property and is anticipated to be a Major Collector in the Master Streets Plan (Figure 24). These primary roads planned in the immediate vicinity of the subject property will adequately accommodate the vehicle traffic associated with Rendezvous at build-out, as anticipated in the Town of Timnath Transportation Plan. Internal streets will also be planned to meet Town standards for collector and local streets, as appropriate or as modified in a future Planned Development Overlay, to provide circulation and access to all lots in the new community as well as to future development parcels directly adjacent to the site.
Availability of Utilities for any Potential Development

Water Service: This property is currently included in the Fort Collins-Loveland Water District and will be served with potable water by said District. Water mains surrounding the property include a 12” line adjacent to the north boundary within East Harmony Road and a 12” line adjacent to the eastern boundary within Three Bell Parkway (County Road 3).

Sanitary Service: This property will petition for inclusion into the South Fort Collins Sanitation District. The current district boundary is adjacent to the west, north, and east of the subject property. The property can be served physically by existing 15” and 18” sanitary sewer line infrastructure located within the parcel proposed for annexation along a portion of the westerly boundary and immediately adjacent to a portion of the southern boundary.

Impacts on Public Facilities and Services

The site generally drains to the southeast. According to the Town of Timnath Master Drainage Plan (Master Plan), the site is part of SWMM basins 93 (98.9 acres) and 94 (73.6 acres). Ultimately, these basins drain into the Greeley No. 2 Ditch.

The increased stormwater flows from the development will be attenuated in an on-site water quality/detention pond and released at the rate of 17.7 cfs. This is the historic 10-year discharge rate from the combined basins at SWMM conveyance element 294. Northern Engineering, in a memorandum dated June 18th, 2015, acknowledged the project site in their work as basin OS1, and the aforementioned release rate of 17.7 cfs as pass-through flow which will be conveyed through Timnath Ranch 1st Filing.

To mitigate negative effects of stormwater discharge from this property, water quality ponds and/or structures will be implemented per Town Standards. All stormwater facilities utilized to mitigate negative stormwater effects for the development will be on-site.

No regional stormwater facilities are known to be affected by the proposed development of the property. The property is approximately 20’ or more, higher than the Poudre River Floodplain located west of the property.

The Akin Lateral lies within the property and will be addressed at time of development as necessary. Modifications may include location and converting to sub-surface pipe rather than open ditch solutions.

The Poudre Fire Authority’s new fire Station 8 is constructed and open. The Poudre Fire Authority does not anticipate that, at the time of annexation, the Fewell and Feldman properties will prompt the need for additional fire protection. Future on-site construction will comply with municipal building codes. The property is directly adjacent to the newly opened Station 8.

The Timnath Police Department was contacted to initiate a conversation regarding potential future impacts the Town’s law enforcement may experience with the development of the Fewell and Feldman properties. Due to the conceptual nature of the proposed development during the annexation application process, there is not enough detail for the department to assess potential impacts. Therefore, the department chose to withhold any specific comments until additional detail is provided on the specific road network, residential densities, and commercial property layout. But generally speaking, projects of this nature with this many households and businesses will result in an increased number of police calls. The property is directly adjacent to the future police station lot.

Education services are currently provided by the Poudre School District, and as of today, any children living at Rendezvous and involved with the public education system would attend Timnath Elementary School, Preston Middle School, and Fossil Ridge High School. There is currently no Intergovernmental Agreement (IGA) between the Town and the Poudre School District for land dedication requirements, though the two entities have a good working
relationship to successfully negotiate school land dedication resolutions for development projects in the Town. Land dedications or payment of cash in lieu of dedications for Rendezvous to off-set any impacts to the school district will be established based on Town criteria and/or negotiated between the applicant and the Town, per the standards established in Article 5 of the Land Use Code, at the time of Preliminary Plat when the final number of dwelling units is established and the estimated number of residents is established. In 2016, new bonds were passed to help fund construction of new schools in the District. According to the Poudre School District Long Range Planning: Updated Comprehensive Facilities Master Plan Recommendation, the school district has not expressed an interest in locating any new school facilities at Rendezvous.

Relationship between proposal and the Town Comprehensive Plan.
As detailed in the Annexation Petition narrative, this proposed annexation and rezoning is generally compliant with the Town’s Comprehensive Plan 2013. However, the Revised Future Land Use Map showed the Rendezvous property as Low Density Residential. Per the updated Land Use Code, LDR should be interpreted as R-2, however this designation would limit the development to a density lower than that envisioned for the site and would preclude the diversity of housing product that is planned for the property. Given its proximity to Old Town Timnath, Riverbend, the Poudre River, and I-25, the Rendezvous site is uniquely suited to provide a mixture of residential densities, transitioning between neighboring suburban development and the planned commercial uses in the northern portion of the site along Harmony Road.

In dialogue with Town staff it was determined that the appropriate proposed zoning for this site would be R-3 with a Planned Development Overlay. A Comprehensive Plan Amendment application has been submitted to the Town showing the site as a combination of Medium Density Residential (which is interpreted in the new Land Use Code as R-3) and Community Commercial (CC). Additionally, a Planned Development Overlay application has been submitted to guide and facilitate a higher residential density and a greater diversity of housing product.

Public benefits arising from the proposal.
The proposed annexation brings a variety of beneficial short- and long-term impacts to the Town of Timnath, not the least of which will be property tax revenue that will supplement the Town’s general revenue stream. It is anticipated that Rendezvous will generate an approximate $247,423 in annual property tax revenue at full development. Further, park impact fees associated with build-out of the new community will generate approximately $2,704,053 in additional revenue to the Town for park improvements over the life of the project. Other impact fee generators for the Town include police ($485,683) and public buildings ($589,600).

The new park and recreation facilities planned to be constructed as a part of development of the Fewell and Feldman properties will appropriately increase the Town’s network of parks, trails, and open spaces based on Town park requirements identified in the Parks, Recreation, Open Space and Trails (PROST) Plan, the Land Use Code, the Transportation Plan, and a potential future PD Overlay.

Residents of Rendezvous will likely generate substantial sales tax revenue for the Town at the nearby Wal-Mart and Costco retail centers. These two facilities along with future commercial that will occur on-site are the closest available stores for shopping and will provide a wide variety of products and services for future residents.

Additional economic development for the Town that is associated with these properties, will be generated by the demand for construction materials, labor and the associated management personnel required for residential and non-residential building projects.

These are short-term financial impacts estimated over the next 5-7 years, but at full build-out, a vibrant community life associated with the Rendezvous community and the Town of Timnath will create a wide range of needs for professional services, restaurants, additional shopping areas, entertainment and personal services.
EXECUTIVE SUMMARY: This action is to create a Planned Development Overlay District for the Fewell/Feldman Property known as the Rendezvous Subdivision. The intent of this Planned Development Overlay is to make modifications to the permitted use table, the dimensional standards table, and miscellaneous land use code standards as per the attached PD Overlay document.

The primary changes to the dimensional standards table is to allow for smaller lot sizes and smaller setbacks to allow for a series of diverse housing products that have unique characteristics that have not been proposed in the Town. The permitted use table is changing allowed uses in each of the different areas identified on the PD Overlay. (See attached PD Overlay Use Table).

The change to trails is to allow for crusher fines trails to be an amenity to the community as connection points to the concrete trails in the community and in pocket parks, neighborhood parks, and open space. These will be allowed as secondary to the primary trail network.

PLANNING COMMISSION ACTION ON 12/5/2017: At its regular scheduled meeting on December 5, 2017 the Planning Commission recommended approval to the Timnath Town council unanimously (5-0) by voice vote.

STAFF RECOMMENDATION: Staff recommends the approval of the PD Overlay application.

KEY POINTS/SUPPORTING INFORMATION:
Owner: Fewell Living Trust & Feldman Family Trust
Applicant: Hartford Homes
Application Type: Rezoning

Legal Description/Address: Parcel(s) of land located south of Harmony Road and west of Three Bell Parkway

Parcel Size (Acres): 162.62 +/- total acres

Existing Zoning: CC, R-3
Existing Land Use: Vacant
Comprehensive Plan Designation: Pending MDR (Medium Density Residential), and C (Commercial)

Proposed Zoning: CC, R-3 with PD Overlay
Proposed Land Use: Single-Family Residential, Two-Family Residential, Commercial
Process Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Application Submitted</td>
<td>PD Overlay Submitted</td>
<td>05/26/17</td>
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<tr>
<td>Acceptance of Application</td>
<td></td>
<td>05/26/17</td>
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<tr>
<td>Referral Agency Notification</td>
<td>Referral comments were due by 06/30/17.</td>
<td>06/06/17</td>
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<td>Town Council</td>
<td>Eligibility hearing</td>
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<tr>
<td>Town Council</td>
<td>Second reading</td>
<td>01/09/18</td>
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</table>

SERVICES:

- **Water**: Fort Collins – Loveland Water District
- **Sewer**: South Fort Collins Sanitation District
- **Fire**: Poudre Fire Authority
- **Electric**: Xcel/Poudre Valley REA

Adjacent Zoning/Land Uses:

<table>
<thead>
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<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
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<tbody>
<tr>
<td>North</td>
<td>C-2 &amp; MU (Timnath Landing Subdivision)</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td>South</td>
<td>FA-1 Unincorporated Larimer County</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td>West</td>
<td>C-2 &amp; MU (Riverbend Subdivision)</td>
<td>Poudre Fire Authority Station 8 &amp; Vacant/Farming</td>
</tr>
<tr>
<td>East</td>
<td>R-2 (West Village Subdivision)</td>
<td>Single Family Residential</td>
</tr>
</tbody>
</table>

REVIEW CRITERIA:

From Section 2.9.14.9 of the Land Use Code:

**Final PD Development Plan Review Criteria:**

1. The proposed Planned Development District shall have a unified character throughout the district. The Planned Development District shall have no more adverse effects on health, safety, or welfare of the surrounding properties, or shall be no more injurious to property or improvements in the area than would any other use generally permitted in the same district. In making such a determination, consideration shall be given to:
**a.** The location, type, and height of buildings or structures;

**b.** The type and extent of landscaping and screening on the site; and

**c.** Whether the proposed use is consistent with any policy of the comprehensive plan that encourages mixed uses and/or densities

*Response: This PD Overlay does not have more adverse effects on health, safety or welfare of the surrounding properties. This PD Overlay and master planned community encourages a larger range of mixed uses and/or densities.*

2. Adequate utilities shall be provided

*Response: Adequate utilities will be provided through the platting process.*

3. The proposed Planned Development District will not substantially impair the appropriate use or development of adjacent property.

*Response: This PD Overlay will not impair the appropriate use or development of adjacent property since it is only changing standards and uses for the property, and is encouraging a transition of densities to those properties that are adjacent.*

4. No significant traffic issues are created.

*Response: This PD Overlay should not create traffic issues. A traffic study will be done for the entire subdivision. If a use is proposed that exceeds the original traffic study, a memo update will be required to address any additional impacts, and mitigation measures will be developed to offset those impacts.*

5. The Planned Development District results in a more efficient development.

*Response: This PD Overlay is a more efficient development since it provides for new compact housing products along with traditional housing products to maximize the use of the property as an infill development. The project includes efficient trail and park systems increasing connectivity within the development and through Town. This subdivision also intends to transition the higher density from the north to lower density to the south which is adjacent to existing residential.*

**RECOMMENDED MOTION:**

I move to recommend approval of Ordinance 6, Series 2018 the Rendezvous (Fewell/Feldman) Subdivision Planned Development Overlay District.

**ATTACHMENTS:**

1. Ordinance
2. Rendezvous Planned Development Overlay
3. Illustrative Plan (For Reference)
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH
APPROVING THE PLANNED DEVELOPMENT OVERLAY FOR RENDEZVOUS
SUBDIVISION, GENERALLY LOCATED SOUTH OF AND ADJACENT TO
HARMONY ROAD, AND WEST OF AND ADJACENT TO LATHAM PARKWAY

WHEREAS, Hartford Homes (the “Developer”) has submitted a Planned Development Overlay for the Rendezvous Subdivision, more particularly described in Exhibit A (legal description) and Exhibit B (Planned Development Overlay) and attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed public hearing was held on December 5, 2017, and the above described Planned Development Overlay was recommended for approval to the Town Council by the Town of Timnath Planning Commission; and

WHEREAS, a properly noticed public hearing with the Town Council was held on January 9, 2018 and upon hearing the statements of staff, the applicant(s) and giving consideration to the recommendations, the Town Council determines as provided below.

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

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

The existing R-3, and CC zoning is amended with the addition of a Planned Development Overlay – See attached Exhibits A&B

Section 3. Public Hearing
The Town Council held a public hearing on Tuesday, January 9, 2018 regarding the zoning of the property.

Section 4. Severability
If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.
Section 5. Effective Date
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, ON DECEMBER 12, 2017, AND SET FOR PUBLIC HEARING, AND SECOND READING AT 6:00 P.M. ON JANUARY 9, 2018 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH COLORADO AND ORDERED PUBLISHED BY TITLE THIS 12 DAY OF DECEMBER, 2017.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON JANUARY 9, 2018.

TOWN OF TIMNATH, COLORADO

____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

____________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Planned Development Overlay

A TRACT OF LAND SITUATED IN THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M. AND BEING DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF SAID SECTION 2 ASSUMED TO BEAR NORTH 89° 59′ 33″ EAST AND BEING MONUMENTED AT ITS NORTHEAST CORNER BY A NUMBER 6 REBAR WITH A 2-1/2″ ALUMINUM CAP, INSCRIBED "LS 250117" AND AT ITS NORTHWEST CORNER BY A NUMBER 6 REBAR WITH A 3-1/4″ ALUMINUM CAP, INSCRIBED " 2008 - PL 10734" AND WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED FROM

COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 2, THENCE, ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER OF SECTION 2, NORTH 89° 58′ 33″ EAST A DISTANCE OF 1854.30 FEET; THENCE, SOUTH 06° 56′ 20″ EAST A DISTANCE OF 30.46 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF A PARCEL CONVEYED TO THE TOWN OF TIMNATH AT RECEPTION NUMBER 20130412132 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE, ALONG THE NORTH LINE OF THE SAID TOWN OF TIMNATH, PARCEL NORTH 60° 00′ 00″ EAST A DISTANCE OF 802.77 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREAT WESTERN RAILROAD;

THENCE, ALONG THE SOUTHWESTERLY RIGHT OF WAY OF GREAT WESTERN RAILROAD, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 60° 46′ 27″ EAST A DISTANCE OF 1767.40 FEET TO THE MOST EASTERLY NORTHEAST CORNER OF THE J. L. AND G. D. FEWELL LIVING TRUST PARCEL AS RECORDED IN RECEPTION NUMBER 19930333424;

2) SOUTH 50° 46′ 22″ EAST A DISTANCE OF 1692.61 FEET TO THE WEST RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 3 AS RECORDED IN BOOK 2120 AT PAGE 403;

THENCE, ALONG SAID WEST LINE OF LARIMER COUNTY ROAD 3, SOUTH 01° 34′ 47″ EAST A DISTANCE OF 260.76 FEET TO AN ANGLE CORNER;

THENCE, ALONG SAID WEST LINE OF LARIMER COUNTY ROAD 3, SOUTH 01° 25′ 56″ EAST A DISTANCE OF 270.09 FEET TO THE INTERSECTION OF THE SAID WEST LINE OF LARIMER COUNTY ROAD 3 WITH THE COMMON LINE OF THE NORTH SOUTH PARCELS OF THE FELDMAN FAMILY REVOCABLE TRUST RECORDED IN RECEPTION NUMBER 201000561133;

THENCE, ALONG SAID WEST LINE OF LARIMER COUNTY ROAD 3, SOUTH 01° 25′ 56″ EAST A DISTANCE OF 1182.06 FEET TO THE INTERSECTION OF THE SAID WEST LINE OF LARIMER COUNTY ROAD 3 WITH SOUTH LINE OF THE SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL;

THENCE, ALONG THE SOUTH LINE OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL, SOUTH 89° 14′ 44″ WEST A DISTANCE OF 1253.51 FEET TO THE SOUTHWEST CORNER OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL;

THENCE, ALONG THE WEST LINE OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL, NORTH 02° 00′ 32″ WEST A DISTANCE OF 1409.43 FEET TO THE SOUTHEAST CORNER OF THE SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL;

THENCE, ALONG THE SOUTH LINE OF SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL, SOUTH 89° 07′ 27″ WEST A DISTANCE OF 1771.61 FEET TO THE SOUTHWEST CORNER OF SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL;

THENCE, ALONG THE WEST LINE OF SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL, NORTH 10° 13′ 32″ WEST A DISTANCE OF 1256.49 FEET TO ANGLE CORNER;

THENCE, ALONG THE WEST LINE OF SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL, NORTH 09° 59′ 20″ WEST A DISTANCE OF 1269.56 FEET TO THE SOUTHWEST CORNER OF THE SAID TOWN OF TIMNATH PARCEL;

THENCE, ALONG THE WEST LINE OF SAID TOWN OF TIMNATH PARCEL, NORTH 09° 59′ 20″ WEST A DISTANCE OF 41.01 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 162.02 ACRES (7,083.727 SQUARE FEET), MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, CONDITIONS AND/OR RESTRICTIONS THAT MAY EXIST ON OR WITHIN ITS LINES.
EXHIBIT B

Amended Planned Development Overlay

[attached]
RENDEZVOUS
(FORMALLY FEWELL AND FELDMAN PROPERTIES)
Planned Development Overlay

SITUATED IN THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 2, T6N, R68W OF THE 6TH P.M.
COUNTY OF LARIMER, STATE OF COLORADO

LEGAL DESCRIPTION
A tract of land situated in the North half and the Southeast Quarter of Section 2, Town 6 North, Range 68 West of the 6th P.M. and being described as follows:

CONSIDERING THE NORTH LINE OF SAID SECTION 2; AN EASTERLY LINE ALONG THE SOUTH LINE OF THE SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL AS RECORDED IN RECEPTION NUMBER 19930033424; TAKING A DISTANCE OF 3599.96 FT TO THE INTERSECTION OF THE SAID SOUTH LINE OF THE SAID J. L. AND G. D. FEWELL LIVING TRUST PARCEL AS RECORDED IN RECEPTION NUMBER 19930033424; EAST A DISTANCE OF 1182.98 FEET TO THE INTERSECTION OF LARIMER COUNTY ROAD 3 WITH SOUTH LINE OF THE SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL AS RECORDED IN RECEPTION NUMBER 19930033424; EAST A DISTANCE OF 1700.40 FT TO THE INTERSECTION OF LARIMER COUNTY ROAD 3 WITH NATIONAL ROAD UNIVERSITY HEIGHTS, TIMNATH, COLORADO.

STATEMENT OF AUTHORITY
This Planned Development Overlay document (the "Overlay") includes the following:

1. The Overlay establishes a Planned Development Overlay ("PDO") on the north and south 600 feet of LARIMER COUNTY ROAD 3.
2. The PDO is intended to create a mixed use commercial area with the following features:
   - A diverse mix of residential housing
   - Dynamic, walkable neighborhoods
   - Enhanced public open space for recreation
   - A mix of residential and commercial
   - Trails
   - A variety of parks and open spaces
3. The PDO is intended to accommodate the development of a Planned Community, this Planned Development Overlay ("PDO") includes land use standards intended to create such a community.
4. The Overlay includes and uses standards intended to create a compact, walkable community with a diversity of housing types that will enable the vision to be achieved.
5. The Overlay establishes a Planned Development Overlay ("PDO") on the north and south 600 feet of LARIMER COUNTY ROAD 3.
6. The PDO is intended to create a mixed use commercial area with the following features:

OWNERSHIP CERTIFICATE
THE ORIGIN OF SAID PROPERTY IS ASSIGNED TO BEAR NORTH 89 73' 59" EAST BEING MONUMENTED AT ITS NORTHWEST CORNER BY A NUMBER 6 REBAR WITH A 3-1/4" ALUMINUM CAP, INSCRIBED "2006-PLS 10734" AND WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED FROM A NUMBER 6 REBAR WITH A 3-1/4" ALUMINUM CAP, INSCRIBED "2006-PLS 10734" AND WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED FROM

TOWN COUNCIL CERTIFICATE
APPROVED THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.

NOTARY PUBLIC

COUNTY OF LARIMER

OWNERSHIP

COUNTY OF LARIMER

STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.

COUNTY OF LARIMER

STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.

COUNTY OF LARIMER

STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.

COUNTY OF LARIMER

STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.

COUNTY OF LARIMER

STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.

COUNTY OF LARIMER

STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.

COUNTY OF LARIMER

STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.

COUNTY OF LARIMER

STATE OF COLORADO

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COUNTY OF LARIMER

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COUNTY OF LARIMER

STATE OF COLORADO

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COUNTY OF LARIMER

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STATE OF COLORADO

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COUNTY OF LARIMER

STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.

COUNTY OF LARIMER

STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________, 2017, A.D. BY ____________________________.
THE STANDARDS PRESENTED HERE AND MARKED AS "PDO" ARE THE LAND USE CODE FOR RENDEZVOUS AND ARE REQUIRED FOR IMPLEMENTATION.

DEFAULT TOWN OF TIMNATH STANDARDS ARE SHOWN IN "IT" FOR COMPARISON PURPOSES ONLY.

LAND USE STANDARDS NOTES

1. A MARKER OF THE SIDE LOT LINE IN EACH TALL TIMNATH DWELLING WITH A REAR LOADED GARAGE WILL BE PLACED 5' FROM THE LOT LINE TO PROVIDE A 5' SIDE SETBACK TO THE GARAGE.

2. REFERENCE TO THE MINIMUM IMPERVIOUS SURFACE COVERAGE ON THE RESIDENTIAL LOT. FOR THE TOWN OF TIMNATH, THE MINIMUM IMPERVIOUS SURFACE COVERAGE IS 30%. AREAS WHERE A LAWN OR GRASS IS OCCUPIED OR COVERED BY THE TOTAL, HORIZONTAL, PROJECTED SURFACE OF ALL BUILDINGS, INCLUDING ROOF TERRACES AND JANITORIANS' STORAGE ROOMS, AND IMPERVIOUS SURFACES SUCH AS PARKING AND WALKWAYS, GARDENING SYSTEMS, ELIMINATES IMPERVIOUS SURFACE COVERAGE IN WALKWAYS, DRIVEWAYS, AND PARKING LOT NOODLES THAT ARE COVERED BY IMPERVIOUS MATERIALS SUCH AS ASPHALT, CONCRETE, OR OTHER IMPERVIOUS MATERIALS THAT DO NOT ALLOW WATER TO PERCOLATE THROUGH THE ADDITION OF IMPERVIOUS SURFACES INCLUDING DRIVEWAYS, PARKING SPACES, AND ROOF TERRACES. MINIMUM SIDE CORNER YARD SETBACK TO GARAGE DOOR MAY NOT CAUSE TOTAL IMPERVIOUS SURFACE RATIO TO EXCEED THE MAXIMUMS SHOWN ABOVE.

3. MAXIMUM TWO STORY HEIGHT IS 80', 75' FOR THREE STORY BUILDING HEIGHT EXCLUDES APPURTENANCES WHICH IS AN INTEGRAL PART OF ANY PRINCIPAL BUILDING SUCH AS CLOCK TOWERS, CUPOLAS, PARAPETS, ROOF TOP MECHANICS, SMOKE STACKS, CHIMNEYS, FLUES, COOLING TOWERS, VENTILATORS, ELEVATOR BULKHEADS, PRINCIPAL BUILDING SUCH AS CLOCK TOWERS, CUPOLAS, PARAPETS, ROOF TOP MECHANICS, SMOKE STACKS, CHIMNEYS, FLUES, COOLING TOWERS, VENTILATORS, ELEVATOR BULKHEADS. THESE ITEMS ARE SUBJECT TO HEIGHT LIMITATIONS AS DEEMED APPROPRIATE DURING THE REVIEW PROCESS.

4. FOR THE PRIMARY BUILDING: 110% INCLUDES APPURTENANCES WHICH ARE AN INTEGRAL PART OF ANY PRINCIPAL BUILDING SUCH AS CLOCK TOWERS, CUPOLAS, PARAPETS, ROOF TOP MECHANICS, SMOKE STACKS, CHIMNEYS, FLUES, COOLING TOWERS, VENTILATORS, ELEVATOR BULKHEADS. THESE ITEMS ARE SUBJECT TO HEIGHT LIMITATIONS AS DEEMED APPROPRIATE DURING THE REVIEW PROCESS.

5. SETBACK PERMITTED IN PLANNING AREAS 2, 3, AND 4 ON STREETS WHERE DEVELOPMENT IS IN PROGRESS. MINIMUM SIDE CORNER YARD SETBACK TO GARAGE DOOR MAY NOT CAUSE TOTAL IMPERVIOUS SURFACE RATIO TO EXCEED THE MAXIMUMS SHOWN ABOVE. ADDITIONALLY, A SHARED MAINTENANCE EASEMENT OR SIDE YARD USE EASEMENT MUST BE REQUIRED. LAND USE STANDARDS NOTES 1 FOR MORE INFORMATION.

6. WHEN ZERO LOT LINE CONFIGURATIONS ARE USED, DETACHED GARAGES MAY ALSO UTILIZE A MINIMUM SIDE SETBACK TO GARAGE DOOR. ADDITIONALLY, A SHARED MAINTENANCE EASEMENT OR SIDE YARD USE EASEMENT MUST BE PROVIDED. IN ATTACHED PROPERTY AND GARAGES MUST BE ACCOUNTED FOR: DIMENSIONS, PRINCIPAL USE, AND SEQ. SHARING THE SAME SIDE YARD IN PROGRESS. ADDITIONAL SIDE SETBACKS WILL NOT BE REQUIRED. MINIMUM SIDE CORNER YARD SETBACK TO GARAGE DOOR MAY NOT CAUSE TOTAL IMPERVIOUS SURFACE RATIO TO EXCEED THE MAXIMUMS SHOWN ABOVE.

7. SIDE LOT LINE USE EASEMENTS ARE ALLOWED UP TO 5' IN CONDITIONS WHERE A LAWN OR GRASS IS OCCUPIED OR COVERED BY THE TOTAL, HORIZONTAL, PROJECTED SURFACE OF ALL BUILDINGS, INCLUDING ROOF TERRACES AND JANITORIANS' STORAGE ROOMS, AND IMPERVIOUS SURFACES SUCH AS PARKING AND WALKWAYS, GARDENING SYSTEMS, ELIMINATES IMPERVIOUS SURFACE COVERAGE IN WALKWAYS, DRIVEWAYS, AND PARKING LOT NOODLES THAT ARE COVERED BY IMPERVIOUS MATERIALS SUCH AS ASPHALT, CONCRETE, OR OTHER IMPERVIOUS MATERIALS THAT DO NOT ALLOW WATER TO PERCOLATE THROUGH THE ADDITION OF IMPERVIOUS SURFACES INCLUDING DRIVEWAYS, PARKING SPACES, AND ROOF TERRACES. MINIMUM SIDE CORNER YARD SETBACK TO GARAGE DOOR MAY NOT CAUSE TOTAL IMPERVIOUS SURFACE RATIO TO EXCEED THE MAXIMUMS SHOWN ABOVE.

8. GENERAL NOTES

9. PRINCIPAL BUILDING AND SIDE YARD USE EASEMENTS ARE PERMITTED TO WRAP ARCHITECTURAL TREATMENTS AS SHOWN ON THE FRONT ELEVATION ALONG THE SIDE ELEVATION FACING THE STREET.

10. WINDOW WELLS ARE PERMITTED TO ENCROACH INTO SETBACKS UP TO 3 FEET, AS LONG AS ADEQUATE DRAINAGE IS ACCOMMODATED.

11. THE STANDARDS PRESENTED HERE AND MARKED AS "PDO" ARE THE LAND USE CODE FOR RENDEZVOUS AND ARE REQUIRED FOR IMPLEMENTATION.

12. UNITS ARE SUBJECT TO THE MINIMUM STANDARDS SHOWN ABOVE.

13. THE STANDARDS PRESENTED HERE AND MARKED AS "PDO" ARE THE LAND USE CODE FOR RENDEZVOUS AND ARE REQUIRED FOR IMPLEMENTATION.

14. SITE DEVELOPMENT STANDARDS

15. A TANDEM GARAGE CONFIGURATION IS CALCULATED THE SAME WAY AS A GARAGE WITH STANDARD CONFIGURATION FOR MEETING RESIDENTIAL PARKING REQUIREMENTS. TANDEM GARAGE CONFIGURATIONS ARE ONLY PERMITTED WHEN ON STREET PARKING IS AVAILABLE.

16. A MAXIMUM OF 650 SINGLE-FAMILY DETACHED SMALL DWELLINGS WITH REAR LOADED GARAGE WILL BE AUTHORIZED IN THIS PLANNED DEVELOPMENT.

17. ADJACENT AREAS MAY NOT CAUSE TOTAL IMPERVIOUS SURFACE RATIO TO EXCEED THE MAXIMUMS SHOWN ABOVE.

18. IMPESSIVE SURFACE MEANS PAVEMENTS (ROADS, SIDEWALKS, DRIVEWAYS, ETC.) THAT ARE COVERED BY IMPERVIOUS MATERIALS SUCH AS ASPHALT, CONCRETE, OR OTHER IMPERVIOUS MATERIALS THAT DO NOT ALLOW WATER TO PERCOLATE THROUGH THE ADDITION OF IMPERVIOUS SURFACES INCLUDING DRIVEWAYS, PARKING SPACES, AND ROOF TERRACES. MINIMUM SIDE CORNER YARD SETBACK TO GARAGE DOOR MAY NOT CAUSE TOTAL IMPERVIOUS SURFACE RATIO TO EXCEED THE MAXIMUMS SHOWN ABOVE.

19. WHEN ZERO LOT LINE CONFIGURATIONS ARE USED, DETACHED GARAGES MAY ALSO UTILIZE A MINIMUM SIDE SETBACK TO GARAGE DOOR. ADDITIONALLY, A SHARED MAINTENANCE EASEMENT OR SIDE YARD USE EASEMENT MUST BE PROVIDED. IN ATTACHED PROPERTY AND GARAGES MUST BE ACCOUNTED FOR: DIMENSIONS, PRINCIPAL USE, AND SEQ. SHARING THE SAME SIDE YARD IN PROGRESS. ADDITIONAL SIDE SETBACKS WILL NOT BE REQUIRED. MINIMUM SIDE CORNER YARD SETBACK TO GARAGE DOOR MAY NOT CAUSE TOTAL IMPERVIOUS SURFACE RATIO TO EXCEED THE MAXIMUMS SHOWN ABOVE.

20. ADDITIONALLY, A SHARED MAINTENANCE EASEMENT OR SIDE YARD USE EASEMENT MUST BE REQUIRED. LAND USE STANDARDS NOTES 1 FOR MORE INFORMATION.

21. LAND USE STANDARDS NOTES 1 FOR MORE INFORMATION.

22. WHEN Dwellings ARE LOCATED ABOVE OR ATTACHED TO A GARAGE, THE ADU MAY UTILIZE THE GARAGE REAR SETBACK. ADDITIONALLY, A SHARED MAINTENANCE EASEMENT OR SIDE YARD USE EASEMENT MUST BE REQUIRED. LAND USE STANDARDS NOTES 1 FOR MORE INFORMATION.

23. PRINCIPAL BUILDING AND SIDE YARD USE EASEMENTS ARE PERMITTED TO WRAP ARCHITECTURAL TREATMENTS AS SHOWN ON THE FRONT ELEVATION ALONG THE SIDE ELEVATION FACING THE STREET.
LOT TYPICAL NOTES

1. TYPICAL LAYOUTS REFLECT DESIGN STANDARDS CONVEYED ON PAGE 3 OF THIS PLANNED DEVELOPMENT OVERLAY DOCUMENT AND REPRESENT MULTIPLE, BUT NOT ALL CONFIGURATIONS FOR EACH LOT COMPONENT DEPICTED.

2. PARKING IS PERMITTED BEHIND THE GARAGE ON REAR-LOADED SINGLE FAMILY DETACHED LOTS 30' WIDE MINIMUM AND FOR REAR-LOADED SINGLE FAMILY ATTACHED LOTS 25' WIDE.

NOT FOR CONSTRUCTION
TYPICAL LOT CONFIGURATIONS

NOTE: MULTIPLE PRODUCTS MAY BE BUILT ON THE SAME DEAD-END ALLEY AS SHOWN ABOVE.
SIDE YARD USE EASEMENTS

1. EASEMENT GRANTOR SHALL HAVE FULL ACCESS AND EASEMENT TO THE LOT LINE BETWEEN THE EASEMENT GRANTOR'S PARCELS THAT SHALL BE GRANTED TO THE EASEMENT GRANTEE IN THE MANNER OUTLINED BELOW.

2. EASEMENT GRANTEE ARE PERMITTED ON DETACHED SINGLE FAMILY LOTS ONLY.

3. ALL IMPROVEMENTS BY GRANTEE LOCATED WITHIN THE EASEMENT GRANTOR'S PROPERTY MAY BE FOR ANY PURPOSE.

4. EASEMENT GRANTORS ARE PERMITTED TO USE THE EASEMENT FOR MAINTENANCE AND REPAIR OF THE PRINCIPAL BUILDING LOCATED ON THE EASEMENT GRANTOR'S LOT AND FOR NO OTHER PURPOSE.

5. THE DESIGN REVIEW COMMITTEE OF THE METROPOLITAN DISTRICT APPROVES ALL SITE PLANS AND PLOTS BEFORE AUTHORIZING APPLICATION TO THE TOWN OF TIMNATH FOR ISSUANCE OF BUILDING PERMIT. FOR ISSUE RESOLUTION THE METROPOLITAN DISTRICT IS GRANTED ACCESS INTO THIS EASEMENT.

6. ALL PRINCIPAL BUILDINGS AND GARAGES OWNED BY EASEMENT GRANTOR SHALL BE MAINTAINED BY EASEMENT GRANTEE.

7. SIDE YARD USE EASEMENTS MAY ALSO BE USED FOR DRAINAGE. NEITHER THE GRANTEE NOR THE GRANTOR SHALL ALTER FINISHED GRADE AND/OR DRAINAGE PATTERNS ON THE GRANTEE'S PROPERTY WITHOUT THE APPROVAL OF THE METROPOLITAN DISTRICT AND BY A QUALIFIED REGISTERED PROFESSIONAL ENGINEER.

DEFINITIONS:

EASEMENT GRANTOR: THE LOT OWNER GRANTING SIDE YARD AREA TO ADJACENT LOT Owner FOR USE.

EASEMENT GRANTEE: THE LOT OWNER GAINING SIDE YARD AREA FROM ADJACENT LOT Owner FOR USE.

ACCESS AND MAINTENANCE EASEMENT NOTES

IN THE EVENT OF A ZERO-LOT LINE CONFIGURATION, AN ACCESS AND MAINTENANCE EASEMENT ALONG THE FULL LENGTH OF THE SIDE YARD WILL BE GRANTED TO THE GRANTOR TO ALLOW ACCESS FOR MAINTENANCE TO THE EASEMENT GRANTEE'S HOME AND PROVIDE FOR ADEQUATE DRAINAGE BETWEEN THE STRUCTURES.

1. ALL SETBACKS BETWEEN THE EASEMENT GRANTOR'S LOT AND FOR NO OTHER PURPOSE.

2. ALL PRINCIPAL BUILDINGS AND GARAGES OWNED BY EASEMENT GRANTOR SHALL BE MAINTAINED BY EASEMENT GRANTEE.

3. EASEMENT GRANTOR'S LOT AND FOR NO OTHER PURPOSE.

4. ALL IMPROVEMENTS IN THE SIDE YARD USE EASEMENT SHALL BE MAINTAINED BY THE EASEMENT GRANTEE.

5. GARDENING IN EXCESS OF 3'-0" IN HEIGHT (AS MEASURED FROM FINISHED GRADE) ARE NOT PERMITTED IN SIDE YARD USE EASEMENTS.

6. PRIVACY SCREENS, IN EXCESS OF 3'-0" IN HEIGHT (AS MEASURED FROM FINISHED GRADE) ARE NOT PERMITTED IN SIDE YARD USE EASEMENTS. DECKS, PATIOS AND WALLS, OTHER THAN PRIVACY SCREENS, INCLUDING BUT NOT LIMITED TO, PERMITTED TO EASEMENT GRANTEE FOR USE.

7. EASEMENT GRANTEE SHALL NOT ALTER FINISHED GRADE AND/OR DRAINAGE PATTERNS ON THE GRANTEE'S PROPERTY WITHOUT THE APPROVAL OF THE METROPOLITAN DISTRICT AND BY A QUALIFIED REGISTERED PROFESSIONAL ENGINEER.

8. SIDE YARD USE EASEMENT PROCEDURES AND POLICIES SHALL BE MANAGED BY THE METROPOLITAN DISTRICT.

NOT FOR CONSTRUCTION

DEVELOPER:

Galloway

800 E 5TH STREET
LOVELAND, CO 80538
(970) 674-1109

ENGINEER:

Renzucco Engineers LLC
10800 E 202ND STREET
Timnath, CO 80547
(970) 800-3300

PLANNED DEVELOPMENT OVERLAY

TIMNATH, COLORADO

SIDE YARD USE EASEMENT NOTES

LOT TYPICAL NOTES

1. "SIDE YARD USE EASEMENT LOT" IS A RESIDENTIAL DEVELOPMENT OVERLAY DOCUMENT AND REPRESENT MULTIPLE, BUT NOT ALL CONFIGURATIONS FOR EACH LOT COMPONENT.

2. PARKING IS PERMITTED BUILDING THE GARAGE ON FRONT LOADED SINGLE FAMILY ATTACHED LOTS MINIMUM OF 22'-0" IN WIDTH AND FOR REAR LOADED SINGLE FAMILY ATTACHED LOTS MINIMUM OF 20'-0".

3. SIDE AND ZERO LOT LINE CONFIGURATIONS ARE PERMITTED TO EASEMENT GRANTEE. EASEMENT GRANTOR SHALL REFER TO SHEET 4 FOR SETBACKS AND SHEET 7 FOR LOT TYPICAL OF A STANDARD REAR-LOAD-HOMES OR A GREEN COURT.

SIDE YARD USE EASEMENTS AND ACCESS AND MAINTENANCE EASEMENTS WORK:

SIDE YARD USE EASEMENTS AND ACCESS AND MAINTENANCE EASEMENTS LOT CONFIGURATION DIAGRAM

SINGLE FAMILY ATTACHED LOT - REAR LOAD (Zero Lot Line Typical Configuration) SCALE: NTS

SINGLE FAMILY ATTACHED LOT - REAR LOAD COMPACT LOT (Zero Lot Line Typical Configuration) SCALE: NTS

SINGLE FAMILY ATTACHED LOT - REAR LOAD (Zero Lot Line typical Configuration) SCALE: NTS

SINGLE FAMILY ATTACHED LOT - REAR LOAD COMPACT LOT (Zero Lot Line Typical Configuration) SCALE: NTS

SIDE YARD USE EASEMENT

SIDE YARD USE EASEMENT

SIDE YARD USE EASEMENT

SIDE YARD USE EASEMENT

SIDE YARD USE EASEMENT

SIDE YARD USE EASEMENT

SIDE YARD USE EASEMENT

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SIDE YARD USE EASEMENT

SIDE YARD USE EASEMENT

SIDE YARD USE EASEMENT

SIDE YARD USE EASEMENT
ALLEY SETBACK TABLE

<table>
<thead>
<tr>
<th>PARKING TYPE</th>
<th>DISTANCE FROM GARAGE FACE TO ALLEY</th>
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<tbody>
<tr>
<td>A</td>
<td>4 FEET</td>
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<tr>
<td>B</td>
<td>8 FEET</td>
</tr>
<tr>
<td>C</td>
<td>20 FEET</td>
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</table>

ALLEY USAGE GENERAL NOTES

1. GARAGES CAN BE EITHER ATTACHED OR DETACHED TO THE PRINCIPAL BUILDING.
2. REAR YARD FENCING ON ALLEYS SHALL BE SET BACK FROM THE GARAGE DOOR FACE A MINIMUM OF 12 INCHES.
3. ALL ALLEY NETWORKS OVER 150 FEET IN LENGTH, MUST HAVE A MINIMUM OF TWO ACCESS POINTS TO A STREET MEASURED FROM RIGHT-OF-WAY OF CONNECTING STREET TO END OF ALLEY.
4. GEOMETRIC DESIGN OF ALLEY CONNECTIONS TO STREETS WILL COMPLY WITH THIS PLANNED DEVELOPMENT OVERLAY OR THE LARIMER COUNTY URBAN AREA STREET STANDARDS.
5. ALL ALLEYS TO BE METRO DISTRICT MAINTAINED.
6. MINIMUM ALLEY PAVED WIDTH IS 20'.
7. ALL PARKING CONFIGURATIONS DEPICTED ARE PERMITTED IN SINGLE FAMILY DETACHED AND SINGLE FAMILY ATTACHED LAYOUTS, PER THE SETBACKS SPECIFIED IN THE ALLEY SETBACK TABLE.
8. OTHER PARKING CONFIGURATIONS ARE PERMITTED, INCLUDING TANDEM GARAGES, SO LONG AS A 30' SEPARATION BETWEEN BUILDINGS ACROSS THE ALLEY IS MAINTAINED.
9. THE DISTANCE MEASURED FROM CENTERLINE OF ALLEYS TO CENTERLINE OF PARALLEL STREETS CAN BE REDUCED TO 120' FOR SINGLE FAMILY ATTACHED LOTS.

SCALE: NTS
NOTES:

1. THIS KNUCKLE WILL ONLY BE ALLOWED ON LOCAL STREETS.
2. IN MORE COMPACT, FORMAL NEIGHBORHOODS DESIGNED AROUND A TRADITIONAL BLOCK STRUCTURE, KNUCKLES ARE A CRITICAL DESIGN FEATURE THAT HELP PRESERVE THE SPACING OF THE GRID. THE KNUCKLE INCLUDED IN THIS PDO DOES NOT REQUIRE ADDITIONAL ROW Width ALLOWING THE ESTABLISHED BLOCK SPACING TO BE MAINTAINED WITHOUT ADDING ADDITIONAL LOT DEPTH FOR ALL IN-LINE LOTS. THIS SUBSEQUENTLY INCREASES THE EFFICIENCY OF DESIGN FOR RESIDENTIAL AREAS AND ALLOWS FOR GREATER FLEXIBILITY OF DESIGN: VEHICLE TURNING STANDARDS ARE IMPROVED WITH THIS KNUCKLE GEOMETRY.
4.4.8 CARE CENTER; CARE HOME.

4.4.26 TEMPORARY BUILDING. THE FOLLOWING REQUIREMENTS SHALL GOVERN THE LOCATION AND OPERATION OF TEMPORARY BUILDINGS.

- ONLY VEHICLES USED PRIMARILY AS PASSENGER VEHICLES WILL BE PERMITTED IN CONNECTION WITH THE CONDUCT OF THE HOME OCCUPATION.
- STRUCTURE TYPICALLY ASSOCIATED WITH A DWELLING.
- MAXIMUM NUMBER OF VEHICLE TRIPS PER DAY FOR CLIENTS WHICH MAY VISIT THE HOME OCCUPATION PER DAY IS 10.
- ALL DRIVEWAYS AND PARKING AREAS BETWEEN AND AROUND BUILDINGS SHALL BE PAVED WITH ASPHALT OR CONCRETE INCLUDING CRUSHER FINES.
- SHEDS AND DETACHED GARAGES IN RESIDENTIAL ZONING DISTRICTS.
- THE ACCESSORY DWELLING SHALL NOT BE SERVED BY A DRIVEWAY SEPARATE FROM THAT SERVING THE PRINCIPAL DWELLING UNLESS THE ACCESSORY DWELLING SHALL BE CLEARLY INCIDENTAL TO THE RESIDENTIAL USE OF THE DWELLING AND MUST NOT CHANGE THE ESSENTIAL RESIDENTIAL CHARACTER OF THE DWELLING; ALL BUILDING AND LOT STANDARDS FOR RESIDENTIAL DWELLINGS SHALL BE MAINTAINED.
- THE ACCESSORY DWELLING SHALL BE STAFFED BY PERSONS RESIDING IN THE DWELLING IN WHICH THE CARE IS LOCATED EXCEPT THAT UP TO ONE PERSON TO THE ADDRESS THAT EXCEED ONE SQUARE FOOT IN SIZE. ALL EXTERIOR ASPECTS OF THE HOME OCCUPATION OPERATION SHALL NOT DISRUPT THE RESIDENTIAL CHARACTER OF THE AREA. CONDITIONS, INCLUDING GENERAL LIMITATIONS ON ACCESSORY USE EXCEPT FOR THOSE DESCRIBED IN SECTION 4.4.1.3.

- Acare center, care home.
- outdoor play area, play area.
- outdoor play area located behind the front building line in the rear yard or on any other suitable site.

- A detached accessory dwelling may only be combined with a principal dwelling unit, as evidenced by voter registration, vehicle registration, or similar means, not to exceed an aggregate total of 12 persons residing on the same lot as such principal dwelling unit.

- A detached accessory building or structure shall include, but not be limited to, storage sheds, accessory garages, accessory workshops, and elements of a detached dwelling unit of a house, such as an addition, a sunroom, or a garage.

- A detached accessory building or structure shall not be a dwelling unit, as evidenced by voter registration, vehicle registration, or similar means, not to exceed an aggregate total of 12 persons residing on the same lot as such principal dwelling unit.

- accessory building.
- accessory structure.
- accessory use.

- accessory use permits shall be granted only on a single lot of record in connection with the principal use.

- accessory building or structure shall include, but not be limited to, storage sheds, accessory garages, accessory workshops, and elements of a detached dwelling unit of a house, such as an addition, a sunroom, or a garage.

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- accessory building or structure shall not be a dwelling unit, as evidenced by voter registration, vehicle registration, or similar means, not to exceed an aggregate total of 12 persons residing on the same lot as such principal dwelling unit.
LEGEND

- 172 55' X 110' FRONT-LOAD OR PASS-BY HOMES
- 156 40' X 90' REAR-LOAD HOMES
- 99 34' X 90' PAIRED REAR-LOAD HOMES
- 139 TOWNHOMES
- 168 SENIOR / MULTI-FAMILY UNITS
- 740 TOTAL

NOTE: THIS IMAGE IS CONCEPTUAL AND SUBJECT TO CHANGE.
1. Financial statements for the nine months ended September 30, 2017 are attached for Council’s review.

2. Year-to-date sales tax revenues reflect an increase of approximately 12% in comparison with the same nine-month period last year.

3. Unfavorable variances in revenues to date are reflected in line items such as building assessments, building permit fees, contract reimbursements, building materials use tax, and related items – all mainly due to delays in receipt of revenues associated with development.

4. Significant favorable variances in expenditures to date are reflected in the capital outlay line items – mainly related to delays in construction of infrastructure and completion of other capital projects. Other favorable variances in expenditures for general government, community development, public safety, parks and recreation and public works are also timing related.

5. Minor updates to the budget (as compared to the budget draft discussed during the Council budget work session on December 4th) have been made to the final draft budget which will be presented to the Council for formal adoption on December 12th. Such changes will be highlighted to Council prior to adopting the 2018 budget.

6. As a reminder to Council, the retailer sales tax share back agreement will expire in 2021. Additional revenues after the expiration of the agreement have been factored into the Town’s five-year long-term projections/budget.

7. Staff has completed its work of updating the sales tax ordinance incorporating new sales tax definition standards recommended to be adopted by CML for home ruled municipalities. Second reading and Council approval is scheduled for December 12th.
TOWN OF TIMNATH
FINANCIAL STATEMENTS

September 30, 2017
### TOWN OF TIMNATH

**BALANCE SHEET - GOVERNMENTAL FUNDS**  
September 30, 2017

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<td><strong>TOTAL FUND BALANCE</strong></td>
<td><strong>11,875,385</strong></td>
<td><strong>2,598</strong></td>
<td><strong>7,572,787</strong></td>
<td><strong>19,450,770</strong></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES AND FUND BALANCE</strong></td>
<td><strong>14,166,115</strong></td>
<td><strong>2,598</strong></td>
<td><strong>8,537,855</strong></td>
<td><strong>22,706,568</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.
# TOWN OF TIMNATH
## STATEMENT OF REVENUE, EXPENDITURES AND
## CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
## FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2017

### GENERAL FUND

#### SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH ACTUAL</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TAXES</td>
<td>415,378</td>
<td>2,875,057</td>
<td>3,097,916</td>
<td>(222,859)</td>
<td>3,878,875</td>
</tr>
<tr>
<td>INTERGOVERNMENTAL</td>
<td>639,745</td>
<td>3,478,112</td>
<td>3,289,528</td>
<td>188,584</td>
<td>4,149,529</td>
</tr>
<tr>
<td>LICENSES, FEES &amp; CHARGES</td>
<td>368,880</td>
<td>2,799,598</td>
<td>5,076,459</td>
<td>(2,276,861)</td>
<td>6,101,856</td>
</tr>
<tr>
<td>OTHER</td>
<td>24,854</td>
<td>275,442</td>
<td>228,259</td>
<td>47,183</td>
<td>313,804</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>1,448,858</td>
<td>9,428,210</td>
<td>11,692,162</td>
<td>(2,263,952)</td>
<td>14,444,064</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**       |                      |                     |                      |                        |               |
| GENERAL GOVERNMENT     | 135,784              | 1,738,956           | 2,111,347            | 372,391                | 2,786,380     |
| MUNICIPAL COURT        | 1,786                | 13,186              | 30,375               | 17,189                 | 40,500        |
| COMMUNITY DEVELOPMENT  | 85,559               | 699,817             | 964,425              | 264,608                | 1,249,582     |
| PUBLIC SAFETY          | 67,034               | 729,300             | 873,071              | 143,771                | 1,135,357     |
| PUBLIC WORKS           | 121,262              | 1,067,983           | 1,352,856            | 284,873                | 1,663,327     |
| PARKS AND RECREATION   | 16,953               | 1,712,701           | 2,080,032            | 367,331                | 2,169,135     |
| CAPITAL OUTLAY         | 467,582              | 2,160,139           | 12,014,919           | 9,854,780              | 12,911,779    |
| **TOTAL EXPENDITURES** | 895,960              | 8,122,082           | 19,427,025           | 11,304,943             | 21,956,060    |

| **EXCESS OF REVENUE OVER** (UNDER) EXPENDITURES | 552,898 | 1,306,128 | (7,734,863) | 9,040,991 | (7,511,996) |

| **OTHER FINANCING SOURCES (USES)** |                         |                     |                      |                        |               |
| TRANSFERS IN             | 0                       | 1,004               | 713                  | 291                    | 3,213         |
| **TOTAL OTHER FINANCING SOURCES (USES)** | 0                     | 1,004               | 713                  | 291                    | 3,213         |

| **EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES** | 552,898 | 1,307,132 | (7,734,150) | 9,041,282 | (7,508,783) |

| FUND BALANCE-BEGINNING  | 0                       | 10,568,253          | 10,731,397          | (163,144)             | 10,731,397    |

| FUND BALANCE-ENDING     | 552,898                 | 11,875,385          | 2,997,247           | 8,878,138             | 3,222,614     |

**NOTE:**

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# Statement of Revenues, Expenditures and Changes in Fund Balance - Actual and Budget

## General Fund

### Revenue Detail

<table>
<thead>
<tr>
<th></th>
<th>Current Month Actual</th>
<th>Year to Date</th>
<th>Year to Date Budget</th>
<th>Year to Date Variance</th>
<th>Annual Budget</th>
</tr>
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<tbody>
<tr>
<td><strong>Taxes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Property Tax</td>
<td>3</td>
<td>93,969</td>
<td>94,152</td>
<td>(183)</td>
<td>94,675</td>
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<tr>
<td>Specific Ownership Tax</td>
<td>4,089</td>
<td>31,744</td>
<td>29,998</td>
<td>1,746</td>
<td>41,100</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>185,602</td>
<td>1,108,529</td>
<td>1,122,660</td>
<td>(14,131)</td>
<td>1,540,000</td>
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<tr>
<td>Motor Vehicle Sales Tax</td>
<td>33,497</td>
<td>307,547</td>
<td>288,517</td>
<td>19,030</td>
<td>394,700</td>
</tr>
<tr>
<td>Use Tax-Building Materials</td>
<td>192,188</td>
<td>1,333,267</td>
<td>1,562,589</td>
<td>(229,322)</td>
<td>1,808,400</td>
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<tr>
<td><strong>Total Taxes</strong></td>
<td>415,378</td>
<td>2,875,057</td>
<td>3,097,916</td>
<td>(222,859)</td>
<td>3,878,875</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>20,637</td>
<td>151,484</td>
<td>105,515</td>
<td>45,969</td>
<td>144,000</td>
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<tr>
<td>Highway Users Tax (HUTF)</td>
<td>12,632</td>
<td>96,889</td>
<td>91,557</td>
<td>5,332</td>
<td>125,857</td>
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<td>Conservation Trust Fund (Lottery)</td>
<td>5,843</td>
<td>17,232</td>
<td>20,835</td>
<td>3,603</td>
<td>27,000</td>
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<td>Cigarette Tax</td>
<td>1,508</td>
<td>11,841</td>
<td>10,165</td>
<td>1,676</td>
<td>14,000</td>
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<tr>
<td>Severance Tax</td>
<td>6,035</td>
<td>6,035</td>
<td>5,955</td>
<td>80</td>
<td>5,955</td>
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<td>County Road and Bridge Shareback</td>
<td>6,745</td>
<td>34,189</td>
<td>27,973</td>
<td>6,216</td>
<td>34,501</td>
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<tr>
<td>Motor Vehicle Registration Fees</td>
<td>1,390</td>
<td>9,537</td>
<td>10,617</td>
<td>(1,080)</td>
<td>14,700</td>
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<tr>
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<td>226,838</td>
<td>892,023</td>
<td>954,707</td>
<td>(62,684)</td>
<td>954,707</td>
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<tr>
<td>Intergovernmental - TDA</td>
<td>358,118</td>
<td>2,258,883</td>
<td>2,062,204</td>
<td>196,679</td>
<td>2,828,809</td>
</tr>
<tr>
<td><strong>Total Intergovernmental Revenue</strong></td>
<td>639,745</td>
<td>3,478,112</td>
<td>3,289,528</td>
<td>188,584</td>
<td>4,149,529</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>275</td>
<td>13,263</td>
<td>19,284</td>
<td>(6,022)</td>
<td>20,400</td>
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<tr>
<td>Liquor License Fees</td>
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<td>275</td>
<td>225</td>
<td>50</td>
<td>225</td>
</tr>
<tr>
<td>Building Permit Fees</td>
<td>4,028</td>
<td>130,487</td>
<td>595,089</td>
<td>(464,602)</td>
<td>712,400</td>
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<tr>
<td>Annexation Application Fees</td>
<td>0</td>
<td>0</td>
<td>25,000</td>
<td>25,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Community Development Fees</td>
<td>1,000</td>
<td>9,820</td>
<td>45,000</td>
<td>(35,180)</td>
<td>60,000</td>
</tr>
<tr>
<td>Administrative Fees</td>
<td>33,701</td>
<td>238,205</td>
<td>313,631</td>
<td>(75,426)</td>
<td>356,200</td>
</tr>
<tr>
<td>Building Assessments</td>
<td>325,401</td>
<td>2,299,931</td>
<td>2,994,013</td>
<td>(694,082)</td>
<td>3,584,229</td>
</tr>
<tr>
<td>Contract Reimbursements</td>
<td>2,500</td>
<td>20,500</td>
<td>711,459</td>
<td>(690,959)</td>
<td>851,712</td>
</tr>
<tr>
<td>Developer Charge Backs</td>
<td>1,776</td>
<td>77,784</td>
<td>362,953</td>
<td>(285,169)</td>
<td>453,690</td>
</tr>
<tr>
<td>Other Licenses, Fees and Charges</td>
<td>200</td>
<td>9,335</td>
<td>9,805</td>
<td>(470)</td>
<td>13,000</td>
</tr>
<tr>
<td><strong>Total Licenses, Fees and Charges</strong></td>
<td>368,880</td>
<td>2,799,598</td>
<td>5,076,459</td>
<td>(2,276,861)</td>
<td>6,101,856</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 9 MONTHS ENDING SEPTEMBER 30, 2017

GENERAL FUND

REVENUE DETAIL

<table>
<thead>
<tr>
<th>OTHER</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>FRANCHISE FEES</td>
<td>3,048</td>
<td>92,154</td>
<td>111,985</td>
<td>(19,831)</td>
<td>148,800</td>
</tr>
<tr>
<td>FINES AND FORFEITURES</td>
<td>842</td>
<td>26,660</td>
<td>26,785</td>
<td>(125)</td>
<td>35,000</td>
</tr>
<tr>
<td>NET INVESTMENT INCOME</td>
<td>9,911</td>
<td>77,830</td>
<td>33,236</td>
<td>44,594</td>
<td>55,000</td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>11,054</td>
<td>76,798</td>
<td>56,253</td>
<td>22,545</td>
<td>75,004</td>
</tr>
<tr>
<td>TOTAL OTHER</td>
<td>24,854</td>
<td>275,442</td>
<td>228,259</td>
<td>47,183</td>
<td>313,804</td>
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## TOWN OF TIMNATH
### STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
### FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2017

#### 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>GENERAL GOVERNMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOWN COUNCIL EXPENDITURES</td>
<td>0</td>
<td>4,122</td>
<td>6,000</td>
<td>1,878</td>
<td>7,000</td>
</tr>
<tr>
<td>TOWN ADMINISTRATION - SALARIES AND BENEFITS</td>
<td>38,623</td>
<td>359,077</td>
<td>358,335</td>
<td>(742)</td>
<td>477,780</td>
</tr>
<tr>
<td>TOWN CLERK - ELECTIONS</td>
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<td>0</td>
<td>4,000</td>
<td>4,000</td>
<td>4,000</td>
</tr>
<tr>
<td>COUNTY TREASURER AND OTHER FEES</td>
<td>1,675</td>
<td>18,596</td>
<td>15,456</td>
<td>(3,140)</td>
<td>20,000</td>
</tr>
<tr>
<td>DUES AND MEMBERSHIPS</td>
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<td>5,166</td>
<td>5,414</td>
<td>248</td>
<td>6,000</td>
</tr>
<tr>
<td>FINANCE - CONTRACTED</td>
<td>20,583</td>
<td>197,452</td>
<td>206,700</td>
<td>9,248</td>
<td>275,600</td>
</tr>
<tr>
<td>FINANCE - OUT OF SCOPE</td>
<td>1,432</td>
<td>30,455</td>
<td>26,250</td>
<td>(4,205)</td>
<td>35,000</td>
</tr>
<tr>
<td>HUMAN RESOURCES - CONTRACTED</td>
<td>36</td>
<td>4,794</td>
<td>8,800</td>
<td>4,006</td>
<td>10,000</td>
</tr>
<tr>
<td>INFORMATION TECHNOLOGY- CONTRACTED</td>
<td>10,440</td>
<td>100,607</td>
<td>67,500</td>
<td>(33,107)</td>
<td>90,000</td>
</tr>
<tr>
<td>INFORMATION TECHNOLOGY- HARDWARE AND SOFTWARE</td>
<td>1,699</td>
<td>42,397</td>
<td>53,140</td>
<td>10,743</td>
<td>65,000</td>
</tr>
<tr>
<td>LEGAL - CONTRACTED</td>
<td>25,271</td>
<td>255,740</td>
<td>277,125</td>
<td>21,385</td>
<td>369,500</td>
</tr>
<tr>
<td>LEGAL - OUT OF SCOPE</td>
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<td>44,130</td>
<td>75,000</td>
<td>30,870</td>
<td>100,000</td>
</tr>
<tr>
<td>LEGAL - SPECIAL COUNSEL</td>
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<td>40,640</td>
<td>112,500</td>
<td>71,860</td>
<td>150,000</td>
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<td>AUDIT</td>
<td>0</td>
<td>17,977</td>
<td>19,500</td>
<td>1,523</td>
<td>19,500</td>
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<td>CONSULTING</td>
<td>0</td>
<td>24,147</td>
<td>30,000</td>
<td>5,853</td>
<td>40,000</td>
</tr>
<tr>
<td>INSURANCE</td>
<td>17,684</td>
<td>92,724</td>
<td>82,500</td>
<td>(10,224)</td>
<td>110,000</td>
</tr>
<tr>
<td>GENERAL OFFICE AND ADMINISTRATION</td>
<td>4,030</td>
<td>45,354</td>
<td>94,688</td>
<td>49,334</td>
<td>127,000</td>
</tr>
<tr>
<td>TOWN EVENTS</td>
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<td>380,315</td>
<td>411,455</td>
<td>31,140</td>
<td>525,000</td>
</tr>
<tr>
<td>COMMUNITY ENGAGEMENT</td>
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<td>1,649</td>
<td>11,250</td>
<td>9,601</td>
<td>15,000</td>
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<tr>
<td>ECONOMIC DEVELOPMENT</td>
<td>770</td>
<td>60,707</td>
<td>180,000</td>
<td>119,293</td>
<td>240,000</td>
</tr>
<tr>
<td>OTHER</td>
<td>587</td>
<td>12,907</td>
<td>65,734</td>
<td>52,827</td>
<td>100,000</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL GOVERNMENT</strong></td>
<td>135,784</td>
<td>1,738,956</td>
<td>2,111,347</td>
<td>372,391</td>
<td>2,786,380</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 9 MONTHS ENDING SEPTEMBER 30, 2017
GENERAL FUND
EXPENDITURE DETAIL

<table>
<thead>
<tr>
<th>MUNICIPAL COURT</th>
<th>CURRENT MONTH ACTUAL</th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>YEAR TO DATE VARIANCE</th>
<th>ANNUAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>MUNICIPAL JUDGE</td>
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<td>3,198</td>
<td>4,500</td>
<td>1,302</td>
<td>6,000</td>
</tr>
<tr>
<td>LEGAL</td>
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<td>9,988</td>
<td>22,500</td>
<td>12,512</td>
<td>30,000</td>
</tr>
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<td>TRANSLATOR</td>
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<td>0</td>
<td>750</td>
<td>750</td>
<td>1,000</td>
</tr>
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<td>DEFENDANT COUNSEL</td>
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<td>0</td>
<td>1,875</td>
<td>1,875</td>
<td>2,500</td>
</tr>
<tr>
<td>JAIL SERVICES</td>
<td>0</td>
<td>0</td>
<td>750</td>
<td>750</td>
<td>1,000</td>
</tr>
<tr>
<td>TOTAL MUNICIPAL COURT</td>
<td>1,786</td>
<td>13,186</td>
<td>30,375</td>
<td>17,189</td>
<td>40,500</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>COMMUNITY DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALARIES AND BENEFITS</td>
</tr>
<tr>
<td>PLANNING SERVICES - CONTRACTED</td>
</tr>
<tr>
<td>MASTER PLANNING STUDIES</td>
</tr>
<tr>
<td>CONSULTING SERVICES</td>
</tr>
<tr>
<td>BUILDING PERMITS - CONTRACTED</td>
</tr>
<tr>
<td>CODE ENFORCEMENT - CONTRACTED</td>
</tr>
<tr>
<td>DEVELOPMENT REVIEW-ENGINEERING</td>
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<td>DEVELOPMENT REVIEW-PLANNING</td>
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<tr>
<td>DEVELOPMENT REVIEW-LEGAL</td>
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<tr>
<td>GENERAL OFFICE AND ADMINISTRATION</td>
</tr>
<tr>
<td>OTHER</td>
</tr>
<tr>
<td>TOTAL COMMUNITY DEVELOPMENT</td>
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</table>

<table>
<thead>
<tr>
<th>PUBLIC SAFETY</th>
</tr>
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<tr>
<td>SALARIES AND BENEFITS</td>
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<td>GENERAL OFFICE AND ADMINISTRATION</td>
</tr>
<tr>
<td>EQUIPMENT</td>
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<tr>
<td>CONTRACTED SERVICES</td>
</tr>
<tr>
<td>VEHICLES AND MAINTENANCE</td>
</tr>
<tr>
<td>TRAINING</td>
</tr>
<tr>
<td>OTHER</td>
</tr>
<tr>
<td>TOTAL PUBLIC SAFETY</td>
</tr>
</tbody>
</table>
TOWN OF TIMNATH
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2017
GENERAL FUND
EXPENDITURE DETAIL

<table>
<thead>
<tr>
<th>PUBLIC WORKS</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>SALARIES AND BENEFITS</td>
<td>23,383</td>
<td>211,493</td>
<td>219,129</td>
<td>7,636</td>
<td>292,173</td>
</tr>
<tr>
<td>PUBLIC WORKS DIRECTOR - CONTRACTED</td>
<td>11,185</td>
<td>149,260</td>
<td>145,389</td>
<td>3,871</td>
<td>193,853</td>
</tr>
<tr>
<td>GENERAL ENGINEERING - CONTRACTED</td>
<td>13,171</td>
<td>146,790</td>
<td>172,968</td>
<td>26,178</td>
<td>230,625</td>
</tr>
<tr>
<td>GENERAL ENGINEERING - OUT OF SCOPE</td>
<td>75</td>
<td>21,378</td>
<td>37,500</td>
<td>16,122</td>
<td>50,000</td>
</tr>
<tr>
<td>MOSQUITO CONTROL</td>
<td>5,550</td>
<td>33,300</td>
<td>40,000</td>
<td>6,700</td>
<td>40,000</td>
</tr>
<tr>
<td>WEED CONTROL</td>
<td>0</td>
<td>1,023</td>
<td>20,000</td>
<td>18,978</td>
<td>20,000</td>
</tr>
<tr>
<td>GRADING</td>
<td>0</td>
<td>0</td>
<td>14,000</td>
<td>14,000</td>
<td>20,000</td>
</tr>
<tr>
<td>VEHICLES - REPAIRS AND MAINTENANCE</td>
<td>1,830</td>
<td>79,373</td>
<td>169,654</td>
<td>90,281</td>
<td>182,000</td>
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<tr>
<td>MATERIALS</td>
<td>0</td>
<td>3,150</td>
<td>9,000</td>
<td>5,850</td>
<td>12,000</td>
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<tr>
<td>EQUIPMENT RENTALS</td>
<td>0</td>
<td>0</td>
<td>1,875</td>
<td>1,875</td>
<td>2,500</td>
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<td>SNOW PLOWING</td>
<td>8,476</td>
<td>8,476</td>
<td>25,000</td>
<td>16,524</td>
<td>25,000</td>
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<td>STREET SWEEPING</td>
<td>0</td>
<td>3,310</td>
<td>7,000</td>
<td>3,690</td>
<td>10,000</td>
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<tr>
<td>STREET LIGHTING</td>
<td>5,056</td>
<td>45,030</td>
<td>57,165</td>
<td>12,135</td>
<td>75,000</td>
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<tr>
<td>SIGNAL MAINTENANCE</td>
<td>1,722</td>
<td>7,314</td>
<td>15,000</td>
<td>7,686</td>
<td>20,000</td>
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<td>DRAINAGE</td>
<td>0</td>
<td>26,000</td>
<td>15,000</td>
<td>11,000</td>
<td>20,000</td>
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<tr>
<td>ROAD MAINTENANCE/RESURFACING</td>
<td>43,243</td>
<td>287,538</td>
<td>297,500</td>
<td>9,962</td>
<td>350,000</td>
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<tr>
<td>LANDSCAPE MAINTENANCE</td>
<td>231</td>
<td>9,642</td>
<td>15,000</td>
<td>5,358</td>
<td>15,000</td>
</tr>
<tr>
<td>STREET SIGNS</td>
<td>0</td>
<td>4,160</td>
<td>7,500</td>
<td>3,340</td>
<td>10,000</td>
</tr>
<tr>
<td>STREET STRIPING</td>
<td>0</td>
<td>1,814</td>
<td>50,000</td>
<td>48,186</td>
<td>50,000</td>
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<tr>
<td>TRACTOR LEASE</td>
<td>0</td>
<td>0</td>
<td>1,176</td>
<td>1,176</td>
<td>1,176</td>
</tr>
<tr>
<td>OTHER</td>
<td>7,340</td>
<td>28,932</td>
<td>33,000</td>
<td>4,068</td>
<td>44,000</td>
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<tr>
<td>TOTAL PUBLIC WORKS</td>
<td>121,262</td>
<td>1,067,983</td>
<td>1,352,856</td>
<td>284,873</td>
<td>1,663,327</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PARKS AND RECREATION</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>SALARIES AND BENEFITS</td>
<td>2,258</td>
<td>12,765</td>
<td>14,884</td>
<td>2,119</td>
<td>16,535</td>
</tr>
<tr>
<td>PARK MAINTENANCE</td>
<td>1,598</td>
<td>70,632</td>
<td>127,448</td>
<td>56,816</td>
<td>145,000</td>
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<tr>
<td>RESERVOIR LEASE</td>
<td>9,207</td>
<td>90,647</td>
<td>95,700</td>
<td>5,053</td>
<td>127,600</td>
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<tr>
<td>GENERAL PARK DEVELOPMENT</td>
<td>0</td>
<td>150</td>
<td>75,000</td>
<td>74,850</td>
<td>75,000</td>
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<tr>
<td>GENERAL TRAIL UPGRADES</td>
<td>1,372</td>
<td>104,103</td>
<td>550,000</td>
<td>445,897</td>
<td>550,000</td>
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<tr>
<td>HARMONY BRIDGE SCULPTURE</td>
<td>0</td>
<td>1,275</td>
<td>190,000</td>
<td>188,725</td>
<td>190,000</td>
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<tr>
<td>PORTABLE STAGE</td>
<td>0</td>
<td>137,595</td>
<td>150,000</td>
<td>12,405</td>
<td>150,000</td>
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<tr>
<td>RESERVOIR BOAT</td>
<td>0</td>
<td>4,200</td>
<td>15,000</td>
<td>10,800</td>
<td>15,000</td>
</tr>
<tr>
<td>Poudre River Trailhead Park</td>
<td>0</td>
<td>3,679</td>
<td>50,000</td>
<td>46,321</td>
<td>50,000</td>
</tr>
<tr>
<td>TIMNATH SOUTH REGIONAL PARK - CONSTRUCTION</td>
<td>1,685</td>
<td>54,707</td>
<td>282,000</td>
<td>227,293</td>
<td>300,000</td>
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<tr>
<td>TIMNATH RESERVOIR TRAIL AND PARK</td>
<td>660</td>
<td>1,173,938</td>
<td>350,000</td>
<td>823,938</td>
<td>350,000</td>
</tr>
<tr>
<td>WILDWING PARK</td>
<td>173</td>
<td>59,010</td>
<td>180,000</td>
<td>120,990</td>
<td>200,000</td>
</tr>
<tr>
<td>TOTAL PARKS AND RECREATION</td>
<td>16,953</td>
<td>1,712,701</td>
<td>2,080,032</td>
<td>367,331</td>
<td>2,169,135</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.
TOWN OF TIMNATH
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2017
GENERAL FUND
EXPENDITURE DETAIL

<table>
<thead>
<tr>
<th>CAPITAL OUTLAY</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>ROADS AND UTILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BETHEKE WARNING LIGHTS</td>
<td>0 0 0 60,000 60,000 60,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEWELL/RIVERBEND ROAD EXTENSION</td>
<td>0 0 95,000 95,000 95,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4TH STREET PEDESTRIAN IMPROVEMENTS</td>
<td>0 0 25,000 25,000 25,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HARMONY INTERCHANGE LANDSCAPE NORTH</td>
<td>0 1,741 3,750 2,010 15,000</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>HARMONY ROAD PHASE III</td>
<td>4,988 403,024 1,197,000 793,976 1,197,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I-25 IMPROVEMENTS - CDOT</td>
<td>0 166,667 166,667 0 166,667</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OLD TOWN IMPROVEMENTS - PHASE II</td>
<td>448,257 1,003,083 2,745,000 1,741,917 2,745,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RIVERBEND INFRASTRUCTURE</td>
<td>0 1,446 50,000 48,555 50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUMMERFIELD PARKWAY DITCH CROSSING</td>
<td>1,200 172,392 200,000 27,608 200,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUILDINGS AND EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMERGENCY PREPAREDNESS</td>
<td>0 0 11,250 11,250 15,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPEED SIGN</td>
<td>0 354 0 ( 354) 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NEW TOWN HALL</td>
<td>12,469 236,413 1,868,640 1,632,227 2,748,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/TOWN ADMIN BUILDING</td>
<td>0 15,822 65,000 49,178 65,000</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEBSITE UPGRADE</td>
<td>0 0 7,500 7,500 10,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORMWATER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REGIONAL STORMWATER IMPROVEMENTS</td>
<td>0 20,988 100,000 79,012 100,000</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMUNITY REVITALIZATION/VISIONING PROJECTS</td>
<td>0 54,983 5,250,000 5,195,017 5,250,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIGNAGE AND MONUMENTATION</td>
<td>668 13,115 100,000 86,885 100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOLA LOAN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOLA LOAN</td>
<td>0 70,112 70,112 0 70,112</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL CAPITAL OUTLAY</td>
<td>467,582 2,160,139 12,014,919 9,854,780 12,911,779</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>895,960 8,122,082 19,427,025 11,304,943 21,956,060</td>
<td></td>
<td></td>
<td></td>
<td></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.
TOWN OF TIMNATH
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2017

SPECIAL REVENUE FUND - GRANTS

<table>
<thead>
<tr>
<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>
</tr>
<tr>
<td><strong>State Grants</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Safety</td>
<td>0</td>
<td>413</td>
<td>713</td>
<td>(301)</td>
</tr>
<tr>
<td>Total State Grants</td>
<td>0</td>
<td>413</td>
<td>713</td>
<td>(301)</td>
</tr>
<tr>
<td><strong>Other Grants</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Safety</td>
<td>0</td>
<td>690</td>
<td>0</td>
<td>690</td>
</tr>
<tr>
<td>Total Other Grants</td>
<td>0</td>
<td>690</td>
<td>0</td>
<td>690</td>
</tr>
<tr>
<td><strong>Federal Grants</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>1,102</td>
<td>713</td>
<td>389</td>
</tr>
</tbody>
</table>

**Expenditures**

|                |                     |                     |                        |               |
| **Total Expenditures** |               |                     |                        |               |
|                | 0                   | 0                   | 0                      | 0             |

**Excess of Revenue Over (Under) Expenditures**

|                |                     |                     |                        |               |
| **Total Excess of Revenue Over (Under) Expenditures** |               |                     |                        |               |
|                | 0                   | 1,102               | 713                    | 389           | 3,213         |

**Other Financing Sources (Uses)**

|                |                     |                     |                        |               |
| **Transfers Out** |                   |                     |                        |               |
|                | 0                   | (1,004)             | (713)                  | (291)         | (3,213)       |
| **Total Other Financing Sources (Uses)** |               |                     |                        |               |
|                | 0                   | (1,004)             | (713)                  | (291)         | (3,213)       |

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

|                |                     |                     |                        |               |
| **Fund Balance-Beginning** |               |                     |                        |               |
|                | 0                   | 98                  | 0                      | 98            |
|                | 0                   | 2,500               | 0                      | 2,500         |
| **Fund Balance-Ending** |               |                     |                        |               |
|                | 0                   | 2,598               | 0                      | 2,598         |

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.
TIMNATH DEVELOPMENT AUTHORITY (TDA)
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES - ACTUAL AND BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2017
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 - PROPERTY TAXES</td>
<td>765</td>
<td>4,641,301</td>
<td>4,404,152</td>
<td>237,149</td>
<td>4,428,612</td>
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<tr>
<td>TIF - SALES TAXES</td>
<td>358,118</td>
<td>3,539,495</td>
<td>3,353,400</td>
<td>186,095</td>
<td>4,600,000</td>
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<tr>
<td>NET INVESTMENT INCOME</td>
<td>1,400</td>
<td>17,465</td>
<td>12,086</td>
<td>5,379</td>
<td>20,000</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>360,283</td>
<td>8,198,261</td>
<td>7,769,638</td>
<td>428,623</td>
<td>9,048,612</td>
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<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOAN INTEREST</td>
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<td>1,081,929</td>
<td>1,084,902</td>
<td>2,973</td>
<td>2,169,803</td>
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<tr>
<td>LOAN PRINCIPAL</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,150,000</td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>65</td>
<td>129,062</td>
<td>94,475</td>
<td>(34,587)</td>
<td>95,000</td>
</tr>
<tr>
<td>CAPITAL OUTLAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROAD, UTILITIES, OTHER (TRANSFER TO TOWN)</td>
<td>226,838</td>
<td>892,023</td>
<td>954,707</td>
<td>62,684</td>
<td>954,707</td>
</tr>
<tr>
<td>HARMONY ROAD PH III</td>
<td>0</td>
<td>4,398,298</td>
<td>4,503,000</td>
<td>104,702</td>
<td>4,503,000</td>
</tr>
<tr>
<td>BOXELDER - BBRSA IGA</td>
<td>163,507</td>
<td>412,560</td>
<td>247,500</td>
<td>(165,060)</td>
<td>330,000</td>
</tr>
<tr>
<td>PARKWAY &amp; HARMONY - ARTISAN LAND</td>
<td>7,500</td>
<td>7,500</td>
<td>0</td>
<td>(7,500)</td>
<td>0</td>
</tr>
<tr>
<td>DEVELOPER SHAREBACK INCENTIVE</td>
<td>522,257</td>
<td>1,165,030</td>
<td>1,170,046</td>
<td>5,016</td>
<td>1,605,000</td>
</tr>
<tr>
<td>TRANSFER TO TOWN - GENERAL</td>
<td>358,118</td>
<td>2,258,883</td>
<td>2,062,204</td>
<td>(196,679)</td>
<td>2,828,809</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>1,278,284</td>
<td>10,345,285</td>
<td>10,116,834</td>
<td>(228,451)</td>
<td>14,636,319</td>
</tr>
<tr>
<td><strong>EXCESS OF REVENUE OVER(UNDER) EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER EXPENDITURES</td>
<td>(918,001)</td>
<td>(2,147,024)</td>
<td>(2,347,196)</td>
<td>200,172</td>
<td>(5,587,707)</td>
</tr>
<tr>
<td><strong>OTHER FINANCING SOURCES (USES)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL OTHER FINANCING SOURCES (USES)</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND(USES)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER FINANCING USES</td>
<td>(918,001)</td>
<td>(2,147,024)</td>
<td>(2,347,196)</td>
<td>200,172</td>
<td>(5,587,707)</td>
</tr>
<tr>
<td>FUND BALANCE-BEGINNING</td>
<td>0</td>
<td>9,719,811</td>
<td>7,587,707</td>
<td>2,132,104</td>
<td>7,587,707</td>
</tr>
<tr>
<td><strong>FUND BALANCE-ENDING</strong></td>
<td>(918,001)</td>
<td>7,572,787</td>
<td>5,240,511</td>
<td>2,332,276</td>
<td>2,000,000</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.
SUPPLEMENTARY INFORMATION
### TOWN OF TIMNATH
#### Schedule of Cash Position
**October 31, 2017**
**Updated as of November 27, 2017**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BBVA Compass - Checking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance as of 10/31/2017</td>
<td>$3,135,066.78</td>
<td>(80,823.17)</td>
<td>2,717,869.30</td>
<td>(1,462,228.12)</td>
<td>4,309,884.79</td>
</tr>
<tr>
<td>November electronic payments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checks and vendor ACHs through 11/27/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ColoTrust Plus</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance as of 10/31/2017 1.27%</td>
<td>$9,902,537.51</td>
<td>108,699.59</td>
<td>(6,150.00)</td>
<td>(157,061.96)</td>
<td>9,832,448.14</td>
</tr>
<tr>
<td>TIF transfers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer to Boxelder</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TIF Transfer to Compass</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Compass Bank - Revenue Account</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance as of 10/31/2017</td>
<td>$3,436,141.88</td>
<td>15,577.00</td>
<td></td>
<td></td>
<td>3,451,718.88</td>
</tr>
<tr>
<td>TIF Transfer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Compass Bank - Reserve Account</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance as of 10/31/2017</td>
<td>$2,002,205.40</td>
<td></td>
<td></td>
<td></td>
<td>2,002,205.40</td>
</tr>
<tr>
<td><strong>Compass Bank - 2015 Project Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance as of 10/31/2017</td>
<td>$3,096,217.47</td>
<td></td>
<td></td>
<td></td>
<td>3,096,217.47</td>
</tr>
<tr>
<td><strong>Total cash and investments as of November 27, 2017</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$22,692,474.68</td>
</tr>
</tbody>
</table>
TOWN OF TIMNATH
Schedule of Cash Position
October 31, 2017
Updated as of November 27, 2017
Continued

Cash and investments restricted and designated for:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/4 cent sales tax</td>
<td>$152,398.80</td>
<td>Funds can be used for open space acquisition &amp; preservation of public open space</td>
</tr>
<tr>
<td>Conservation trust fund</td>
<td>$88,941.02</td>
<td>Funds can be used for acquisition, development &amp; maintenance for parks and recreation</td>
</tr>
<tr>
<td>Impact Fee - Police</td>
<td>$288,322.20</td>
<td>Capital only related to Public Safety</td>
</tr>
<tr>
<td>Cash in Lieu of Land - Schools</td>
<td>$1,289,807.90</td>
<td>Capital only related to Schools</td>
</tr>
<tr>
<td>Cash in Lieu of Land - Parks</td>
<td>$365,208.70</td>
<td>Capital only related to Parks</td>
</tr>
<tr>
<td>Impact Fee - Public Buildings</td>
<td>$354,478.20</td>
<td>Capital only related to Public Buildings</td>
</tr>
<tr>
<td>Impact Fee - Stormwater</td>
<td>$234,008.16</td>
<td>Capital only related to Stormwater</td>
</tr>
<tr>
<td>Impact Fee - Transportation</td>
<td>$940,734.82</td>
<td>Capital only related to Transportation</td>
</tr>
<tr>
<td>TDA - Capital Project Fund</td>
<td>$3,096,217.47</td>
<td>Available to draw from Compass Bank for TDA's Capital Projects</td>
</tr>
<tr>
<td>TDA - Debt Service</td>
<td>$5,453,924.28</td>
<td>Restricted revenues pledged to debt and reserve account</td>
</tr>
</tbody>
</table>

Total restricted and designated cash and investments as of November 27, 2017 $12,264,041.55

Unrestricted Fund Balance as of November 27, 2017 $10,428,433.13
<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>YTD Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>$ 2,875,057</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>3,478,112</td>
</tr>
<tr>
<td>Licenses, fees and charges</td>
<td>2,799,598</td>
</tr>
<tr>
<td>Franchise fees</td>
<td>92,154</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>26,660</td>
</tr>
<tr>
<td>Net Investment Income</td>
<td>77,830</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>78,798</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 9,428,210</strong></td>
</tr>
</tbody>
</table>
### Tax Breakdown - General Fund
#### September 30, 2017

<table>
<thead>
<tr>
<th>General Fund</th>
<th>YTD Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
<td>$ 93,969</td>
</tr>
<tr>
<td>Specific Ownership Tax</td>
<td>$ 31,744</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$ 1,108,529</td>
</tr>
<tr>
<td>Use Tax-Building Materials</td>
<td>$ 1,333,267</td>
</tr>
<tr>
<td>Motor Vehicle Sales Tax</td>
<td>$ 307,547</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 2,875,057</strong></td>
</tr>
</tbody>
</table>

---

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### Tax Breakdown - TDA
**September 30, 2017**

<table>
<thead>
<tr>
<th>TDA</th>
<th>YTD Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIF - Property Taxes</td>
<td>$4,641,301</td>
</tr>
<tr>
<td>TIF - Sales Taxes</td>
<td>$3,539,495</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,180,796</strong></td>
</tr>
<tr>
<td><strong>Tax Total</strong></td>
<td><strong>$11,055,853</strong></td>
</tr>
</tbody>
</table>

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YTD Actual

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$399,763</td>
<td>$434,810</td>
<td>8.77%</td>
</tr>
<tr>
<td>February</td>
<td>$386,832</td>
<td>$399,967</td>
<td>3.40%</td>
</tr>
<tr>
<td>March</td>
<td>$417,456</td>
<td>$462,969</td>
<td>10.90%</td>
</tr>
<tr>
<td>April</td>
<td>$389,166</td>
<td>$460,912</td>
<td>18.44%</td>
</tr>
<tr>
<td>May</td>
<td>$444,546</td>
<td>$462,877</td>
<td>4.12%</td>
</tr>
<tr>
<td>June</td>
<td>$468,090</td>
<td>$526,120</td>
<td>12.40%</td>
</tr>
<tr>
<td>July</td>
<td>$675,587</td>
<td>$521,966</td>
<td>-22.74%</td>
</tr>
<tr>
<td>August</td>
<td>$481,148</td>
<td>$834,683</td>
<td>73.48%</td>
</tr>
<tr>
<td>September</td>
<td>$466,889</td>
<td>$504,434</td>
<td>8.04%</td>
</tr>
<tr>
<td>October</td>
<td>$467,249</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>$469,559</td>
<td></td>
<td></td>
</tr>
<tr>
<td>December</td>
<td>$622,162</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$5,688,447</td>
<td>$4,608,739</td>
<td>11.61%</td>
</tr>
</tbody>
</table>

Sales Tax Comparison
September 30, 2017

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.
<table>
<thead>
<tr>
<th>Month</th>
<th>2016</th>
<th>2017</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>15</td>
<td>9</td>
<td>-40.00%</td>
</tr>
<tr>
<td>February</td>
<td>9</td>
<td>30</td>
<td>233.33%</td>
</tr>
<tr>
<td>March</td>
<td>12</td>
<td>48</td>
<td>300.00%</td>
</tr>
<tr>
<td>April</td>
<td>13</td>
<td>28</td>
<td>115.38%</td>
</tr>
<tr>
<td>May</td>
<td>16</td>
<td>21</td>
<td>31.25%</td>
</tr>
<tr>
<td>June</td>
<td>8</td>
<td>28</td>
<td>250.00%</td>
</tr>
<tr>
<td>July</td>
<td>14</td>
<td>36</td>
<td>157.14%</td>
</tr>
<tr>
<td>August</td>
<td>8</td>
<td>19</td>
<td>137.50%</td>
</tr>
<tr>
<td>September</td>
<td>11</td>
<td>13</td>
<td>18.18%</td>
</tr>
<tr>
<td>October</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>December</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>161</td>
<td>232</td>
<td>118.87%</td>
</tr>
</tbody>
</table>

**Single Family Residential Building Permits**  
**September 30, 2017**

**YTD Actual**

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### General Fund - Revenue - Actual to Budget Comparison

**September 30, 2017**

<table>
<thead>
<tr>
<th>Revenue</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>$2,875,057</td>
<td>$3,097,916</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>$3,478,112</td>
<td>$3,289,528</td>
</tr>
<tr>
<td>Licenses, Fees and Charges</td>
<td>$2,799,598</td>
<td>$5,076,459</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>$92,154</td>
<td>$111,985</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>$26,660</td>
<td>$26,785</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$77,830</td>
<td>$33,236</td>
</tr>
<tr>
<td>Other Income</td>
<td>$78,798</td>
<td>$56,253</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$9,428,210</strong></td>
<td><strong>$11,692,162</strong></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Expenditures</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>$1,738,956</td>
<td>$2,111,347</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>13,186</td>
<td>30,375</td>
</tr>
<tr>
<td>Community Development</td>
<td>699,817</td>
<td>964,425</td>
</tr>
<tr>
<td>Public Safety</td>
<td>729,300</td>
<td>873,071</td>
</tr>
<tr>
<td>Public Works</td>
<td>1,067,983</td>
<td>1,352,856</td>
</tr>
<tr>
<td>Park and Recreation</td>
<td>1,712,701</td>
<td>2,080,032</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>2,160,139</td>
<td>12,014,919</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,122,082</strong></td>
<td><strong>$19,427,025</strong></td>
</tr>
</tbody>
</table>

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TOWN OF TIMNATH
2017 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided
The Town was incorporated on June 29, 1920. The Town is a political subdivision of the State of Colorado and is governed by a five-member Town Council. On November 7, 2006, a majority of the qualified voters adopted a Home Rule Charter thereby granting the Town all powers accorded to towns by the laws of the State of Colorado. The Town’s major operations include public safety, municipal court, public works, community development, parks and recreation, and general administrative services.

The Town’s Budget is prepared using the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105. The Town’s Budget does not include any component units, such as the Timnath Development Authority (TDA). A separate budget has been prepared for this entity.

Currently, the majority of the services related to legal, finance, public works, and community development are contracted by the Town. Town Council has determined it to be economically prudent to outsource these services rather than incur the payroll, benefit costs, and related liabilities associated with maintaining permanent Town employees.

The Budget is in accordance with the TABOR Amendment limitations. Emergency reserves, required under TABOR, have been provided for.

Revenues
Taxes
Primary sources of revenue for the Town are sales and use taxes. The Town assesses a 3.0% sales tax on all taxable retail transactions and a 3.0% use tax on building construction materials, with the exception of food which is taxed at a rate of 2.25%. Sales tax revenue has been projected for 2017 using historical trends as well as consideration of new retailers anticipated to open during 2017. Use tax revenue has been projected based on development assumptions and total new residential units anticipated in 2017.

In addition to sales and use taxes, the Town also collects property taxes. Property taxes are levied by the Town Council. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certifications to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments at the taxpayer’s election, in February and June. Delinquent taxpayers are notified in August, and generally, sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the Town. The total mill levy certified by
TOWN OF TIMNATH
2017 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Revenues - (continued)

the Town for collection in 2017 is 6.688 mills. Additionally, specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County.

Intergovernmental Revenue

Intergovernmental revenue consists of various sources of revenue that are received by the Town from the State or County including the Highway Users Tax (HUTF), cigarette tax, severance tax, County share backs for open space and road tax, and Conservation Trust Funds. These revenues are budgeted each year based on various factors and formulas. The HUTF is a state tax shared locally based on gas tax, various vehicle registration, title, and license fees. Cigarette tax is a tax assessed by the State government, and a percentage of the tax is allocated to the Town based upon sales tax receipts as a percentage of State sales tax receipts. Severance tax is a tax imposed upon nonrenewable natural resources that are removed from the earth and allocated to the different municipalities in the State. The ¼ cent sales tax is a County share back whereby funds are remitted back to the Town to be used for open space acquisition and improvements. This tax was approved by voters in 1995 and is scheduled to sunset in 2018. The 50% road tax is based on a County mill levy of .996 mills which is assessed against the Town’s assessed value for the purpose of maintaining roads and bridges, of which a portion will be shared back with the County beginning in 2017. The Conservation Trust Fund represents lottery revenues from the State that are allocated to municipalities based on population estimates. Conservation Trust Fund revenue is restricted for specific conservation purposes under State statutes.

In addition to the State and County revenue items above, the Town also receives intergovernmental revenues from the TDA. The TDA transfers loan proceeds to the Town for TDA capital projects to be constructed by the Town. Additionally, after the TDA allocates revenue received to pay the current year’s TDA required debt service payments, any amounts remaining in excess of the debt service reserve requirements are transferred to the Town to be used for general and capital expenditures.

Licenses, Fees and Charges

Licenses, fees and charges consist of various fees including business licenses, liquor licenses, building permits, impact, in-lieu fees, annexation, planning and zoning, and engineering fees. Many of these fees are based on residential and commercial development within the Town and are projected based on permit information, as well as information received from developers within the Town.
TOWN OF TIMNATH
2017 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Revenues - (continued)

Other

Various other revenues are anticipated to be received by the Town, including franchise fees, fines and forfeitures and interest income. Franchise fees are revenues derived from fees levied on companies in exchange for the right to use public right of way and otherwise operate as a franchise. Franchise fees for the Town are generated from a negotiated franchise license with Xcel Energy and the Poudre Valley REA for gas and electric services in the Town, as well as cable franchise fees with Comcast. Fines and forfeiture revenues include court fees, as well as vehicle and other code violation fines. Other revenues are projected in 2017 based on historical trends and anticipated development.

Expenditures

General Government

General government expenditures include Town Council costs for travel, seminars and training, and other related expenditures. Town Clerk expenditures include costs for public elections and legal publication, including ordinances and hearings. Town Administration – salaries and benefits - includes the salaries and benefits of the Town Manager, Town Clerk, Town Accountant, and an Administrative Assistant. Contracted Finance and Contracted Legal represent the accounting and legal outsourced functions for the Town. Human resources include contracted HR resources. Information Technology includes contracted personnel costs, as well as hardware and software costs. Town office costs consist of supplies, postage, printing, utilities and phone service, as well as other expenditures related to the specific Town facility. Costs related to insurance, consulting, audit, and economic development are also reflected under General Government.

Additionally, other Town programs are reflected under General Government including Town events, which include the Town barbeque, tree lighting ceremony, Town fireworks, Taste of Timnath, and other events. The 2017 Budget also includes funds for community engagement.

General government 2017 budgeted estimates have been projected based on historical costs, anticipated cost increases related to salary and benefits, as well as known contract price changes.

Municipal Court

Municipal court expenditures consist of judge fees, legal fees, and translator fees. Municipal Court expenditures are projected to increase in 2017 as a result of anticipated additional court sessions.

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.
Expenditures – (continued)

Community Development

Community Development includes planning services, building permit and inspection, and code enforcement. A total of $250,000 has been budgeted in 2017 for various master studies including a PROST update, a Harmony Corridor Master Plan, a storm drainage study and an Old Town parking study. Additionally, a total of $504,100 has also been budgeted in 2017 for development project review of which a significant portion of these costs will be offset by Developer charge backs.

Public Safety

The 2017 Budget includes payroll and related benefit expenditures for eight sworn officers and a records technician, as well as other related costs such as training, organizational memberships and vehicle maintenance. The 2017 Budget also includes contracted services with the Larimer County Sheriff’s office, animal control, and a school resource officer. Additionally, the 2017 Budget includes the purchase of office laptops, mobile data laptops, firearms, and various other equipment. Moreover, the leasing of one new patrol vehicle has also been included in the 2017 Budget.

Public Works

The Public Works Department’s 2017 Budget consists of four full-time Town employees, as well as contracted services. This department’s budget includes expenditures related to street lighting, street maintenance, weed control, snow removal, drainage maintenance, mosquito control, street striping and engineering. The 2017 Budget also includes $350,000 for road maintenance and resurfacing.

Parks and Recreation

The 2017 Budget includes Town funding for several projects including the Timnath South Regional Park, Poudre Regional Trailhead Park, Harmony Bridge sculpture, Timnath Reservoir Trail and Park, Wildwing Park, purchase of a portable stage, and continued payments under the reservoir lease. The 2017 Budget also includes the hiring of a seasonal employee and park related operational and maintenance costs.

Capital Outlay

To the extent funds are available and the need is established, the 2017 Budget provides for various capital costs related to roads, buildings and equipment, utilities, stormwater as well as other projects. Road and Utilities projects include Harmony Phase 3 Widening, Harmony Interchange Landscape North, Fewell/Riberbend Road Extension, 4th Street Pedestrian Improvements, Bethke School Zone, I-25 Improvements – CDOT, Riverbend, Summerfield Parkway Ditch Crossing, and Old Town Improvements - Phase 2 (South).
Building and equipment include, among other projects, construction of a new Town Hall. Stormwater includes costs related to regional stormwater improvements. Community Revitalization/Visioning Projects include various retail incentives and costs related to land acquisition. Other Projects include signage and monumentation improvements.

**Debt and Leases**

Principal and interest payments are provided based on the debt amortization schedule from the note payable from the Colorado Department of Local Affairs. The original note amount was $900,000 with interest at 5.0% per annum. Payments are due in equal annual installments of $70,112 through September 2028.

On February 8, 2012, the Town entered into a capital lease agreement to purchase a tractor. Payments are due monthly, with the lease ending on February 8, 2017.

The Town has entered into a capital lease related to the Timnath Reservoir. The lease term is five years commencing February 2009. Payment of $73,710 was due in the first year with annual payments of $100,000 due thereafter including an increase by the Consumer Price Index on an annual basis. The agreement has been temporarily extended and it is anticipated that the lease will be renewed in early 2017.

The Town’s current debt schedules are attached.

**Reserve and Designated Funds**

The Town has provided for an emergency reserve equal to at least 3% of the fiscal year spending for 2017, defined under TABOR. Impact fees collected for police and stormwater have been reserved for police and stormwater capital projects. Cash in lieu of land – School have been reserved for capital school improvements and necessary other school costs. Cash in lieu – Parks have been reserved for the acquisition of land for a future Town Community Park. The Town has additionally established a working reserve for, among other things, unanticipated costs.
TIMNATH DEVELOPMENT AUTHORITY
2017 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

On November 10, 2004, the Town of Timnath (the Town) formed an Urban Renewal Authority to be known as the Timnath Development Authority (TDA). On December 15, 2004, the Town approved the Urban Renewal Plan (the Plan) which was prepared pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Par 1 of Article 25 of Title 31, C.R.S., as amended. The Plan was amended in March 2007. The general objective of the Plan was to facilitate the planning, construction, and funding of public infrastructure necessary to serve the residents of the Town so as to promote development within the Town to ensure the Town’s long-term financial viability.

Various public improvements anticipated within the TDA include, but are not limited to, the following projects: Roads – Harmony, Main Street, 4th Street, Bus Grove, Parkway, Riverbend, Summerfield Parkway Ditch Crossing, Latham Parkway; Utilities – Offsite Sewer Extension, Old Town Improvements, Old Town Sewer Connections/Tap Fees; Stormwater – Boxelder Stormwater Fort Collins Projects, Boxelder Basin Regional Stormwater Authority Projects; Other – Community Revitalization and Signage and Monumentation Projects.

The TDA’s budget is prepared using the modified accrual basis of accounting.

Revenues

Tax Increment Financing (TIF)

The Urban Renewal Law allows the Town to include within its Urban Renewal Plan a provision that a portion of the incremental property taxes and sales taxes collected within the Plan Area can be utilized to pay financial obligations of the TDA. Such tax incremental revenues may be used for a period not to exceed the statutory requirement, which is presently twenty-five years after the effective date of the adoption of the Plan.

TIF property taxes represent the portion of property taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation of assessment of taxable property in the Plan Area in excess of the amount certified on or before November 15, 2004. This amount is allocated to and, when collected, paid to the TDA to pay the principal and interest in connection with any loans or bonds of the TDA.

TIF sales taxes represent 82% of the sales taxes collected within the boundaries of the Plan Area that are in excess of the amount collected in the twelve-month period ended February, 28, 2007. Any TIF sales taxes not needed for annual principal and interest payments are transferred to the Town pursuant to Cooperation Agreement between the Town and the TDA which was amended and restated on February 25, 2014.
Net Investment Income

Interest earned on the TDA’s available funds has been estimated based on an average interest rate of approximately 0.50%.

Expenditures

Debt Service

On September 29, 2015, the TDA refinanced its 2014 Loan with Compass Mortgage Corporation (the 2015 Loan). The 2015 Loan has a principal amount of $50,000,000 with a fixed interest rate of 4.44% paid semi-annually on June 1st and December 1st. The 2015 Loan matures on December 1, 2029. The purposes of the 2015 Loan were as follows: (a) refunding of prior loan; (b) funding of TDA capital projects; (c) funding of Debt Reserve; and (d) paying costs of issuance.

Capital Outlay

It is anticipated that the TDA will transfer approximately $1M of loan proceeds to the Town of Timnath for various TDA capital projects that will be constructed by the Town in 2017. Additionally, the approximately $4.5M is projected to be spent during 2017 related to Harmony Phase 3 road improvements.

Boxelder – BBRSA IGA

The TDA has entered into various intergovernmental agreements with the Boxelder Basin Regional Stormwater Authority (BBRSA) together with Larimer County, the City of Fort Collins, and the Town of Wellington, for the purpose of collectively participating in the construction of certain regional stormwater improvements. The TDA’s financial share of these improvements in 2017 is estimated to total $330,000.

Developer Shareback Incentive

On January 14, 2014, the TDA entered into a Public/Private Partnership Agreement between Cache La Poudre Investors South, LLC, Cache La Poudre Development South, LLC, and the Town wherein the TDA has agreed to share back certain retailer sales tax revenues for a period of five years commencing on the first day of when the retailer is open for business plus any additional time necessary to recover 50% of on-site construction improvements’ overrun. It is anticipated that approximately $1.6M will be shared back as part of this agreement for the 2017 budget year.
Transfer to Town - General

TIF property and sales taxes in excess of the amount necessary for the annual payment of principal and interest and other contractually obligated amounts, including but not limited to the replenishment of the reserve funds, are transferred to the Town.

Debt and Leases

Principal and interest payments are provided based on the debt amortization schedule from the 2015 Loan with Compass Mortgage Corporation. The TDA’s current debt service schedule is attached.

The TDA has no operating or capital leases.

Reserve Funds

Debt Service Reserve

The TDA is required to maintain a debt service reserve of $2,000,000 under the 2015 Loan Agreement.
KEY POINTS/SUPPORTING INFORMATION:

1. *Harmony Road Phase 3*
   a. Level 3 has completed their relocations. All Harmony Road Phase 3 related work has been completed and the final acceptance issued.

2. *Old Town Phase 2 – South*
   a. Concrete and paving completed 12/4/17.
   b. Sewer service connections underway, with 6 remaining as of 12/6. Restoration of yards will continue thru the winter as weather conditions allow. Final completion to be in the spring.

3. *Public Works Maintenance Projects*
   a. Asphalt patching on Main Street the week of 12/4. This is to repair several manhole covers that are above the asphalt, creating a hazard for the plow trucks.
   b. Street striping – complete

4. *Development Construction Activities*
   a. Wild Wing 2B – Construction underway
   b. Wild Wing 3B – Construction underway
   c. Timnath Ranch 3rd Filing – School House Dr pavement completed on 12/2
   d. Serratoga Falls Ph 2 - Construction underway
   e. Harmony 3rd Filing – Pending Initial Acceptance

5. *Commercial Construction Activities*
   a. Chic Fil A – Construction Underway
### TOWN COUNCIL COMMUNICATION

**Meeting Date:**
December 12, 2017

**Item:**
Community Development Report

<table>
<thead>
<tr>
<th>Presented by:</th>
<th>Ordinance □</th>
<th>Resolution □</th>
<th>Discussion □</th>
<th>For Information  □</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt Blakely, Community Development Director</td>
<td></td>
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</tbody>
</table>

#### KEY POINTS/SUPPORTING INFORMATION:

1. **Issued Building Permits:**
   - 2015 Single-Family Residential Total = 185
   - 2016 Single-Family Residential Total = 161 (Budget 171)
   
   - 2017 Single-Family Residential Budgeted = 276
   - 2017 Single-Family Residential November = 18 (Budget 23)
   - **2017 Single-Family Residential December = 0 (Budget 23)**
   - 2017 Single-Family Residential ready to be issued = 7
   - 2017 Single-Family Residential under review = 9
   - **2017 Single-Family Residential YTD (1/1/17 to 12/6/17) = 269**
   - 2017 Budget through November = 253

2. **Current Development Actions:**
   a. **Chick-Fil-A:** Construction commenced on July 10th. Construction is anticipated to be completed the first part of January with a mid-January grand opening. A grand opening event is being coordinated with Chick-Fil-A. Details will be forthcoming.
   b. **Fewell/Feldman Annexation:** This is an annexation application for an annexation south of Harmony Road and Walker Manufacturing and west of Three Bell Parkway of roughly 162 acres. The Planning Commission held a public hearing on the Annexation on 12/5/2017 and recommended approval by a 5-0 vote to Town Council.
   c. **Fewell/Feldman Comp Plan:** This is a comprehensive plan amendment application for the Fewell and Feldman properties to change the portion that is LDR (Low Density Residential) to MDR (Medium Density Residential). The Planning Commission held a public hearing on the Comprehensive Plan Amendment on 12/5/2017 and recommended approval by a 5-0 vote to Town Council.
   d. **Fewell/Feldman PD Overlay:** This is a Planned Development Overlay application is to make modifications to the permitted use table, the dimensional standards table, and miscellaneous land use code standards. The Planning Commission held a public hearing on the PD Overlay on 12/5/2017 and recommended approval by a 5-0 vote to Town Council.
   e. **Fewell/Feldman Sketch Plan:** This is a sketch plan application for the Fewell/Feldman property to set planning areas and the maximum number of dwelling units. The Planning Commission held a public hearing on the Sketch Plan on 12/5/2017 and recommended approval by a 5-0 vote to Town Council.
   f. **4033 Kern Street Rezone:** This is a rezoning application for the property located at 4033 Kern Street. The proposal is to change the zoning from R-1 (Old Town Residential) to B (Business). Town Staff has received a second submittal and it is currently under review.
   g. **Fisher Subdivision Preliminary Plat:** This is a Preliminary Plat application of approximately...
214 single-family residential lots and 2 future development tracts for the Fisher Subdivision. The Town Staff has received a submittal and it is currently under review.

h. **Wendy’s Site Plan:** This is a site plan application for a 3,150 square foot Wendy’s restaurant with drive-thru and indoor seating located east of Weitzel Street and north of Les Schwab Tire Center. The application is currently under review.

i. **Neenan Minor Subdivision:** This is a minor subdivision application to combine lots 1, 2, and 3 of the Riverbend Subdivision into a single lot. The application is currently under review.

j. **Neenan Site Plan:** This is a site plan application for 2 multi-tenant commercial buildings that total roughly 28,000 square feet in the Riverbend Subdivision. This application is being reviewed against the Interim Harmony Corridor Plan as well as the Town’s Land Use Code.

3. **Projects:**

   a. **Timnath Trailhead Park and Reservoir:** Town Staff is evaluating the installation of a soft surface trail along the west side of the reservoir yet this year (2017). This trail will provide improved access for fishing and recreation along this portion of the reservoir. The trail will link up to the hard surface trail at the trailhead parking lot and the Poudre River Trail. However, it will not complete the loop around the reservoir due to an existing ditch crossing that requires a bridge. The new soft trail will terminate near the northwest corner of the Walmart service area.

   b. **Timnath Community Park:** Town Staff is evaluating minor improvements to the Community Park yet this year (2017) to address a few problem areas that have arose at the park.

---

**ADVANTAGES:**
N/A

**DISADVANTAGES:**
N/A

**FINANCIAL IMPACT:**
N/A

**RECOMMENDATIONS:**
N/A

**ATTACHMENTS:**
1. Building Department Stats
2. Code Enforcement Report
MEMORANDUM

TO: Timnath Town Council

FROM: Matt Blakely, Community Development Director  
        Alisa Davidson, Building Permit Technician

RE: Timnath Single-Family Building Permits – YTD 12/6/17

DATE: December 12, 2017

<table>
<thead>
<tr>
<th>2015</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2015 for Single Family Homes</th>
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<tr>
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<td>9</td>
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Commercial-3

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<th>March</th>
<th>April</th>
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<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>
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<tr>
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<td>8</td>
<td>11</td>
<td>11</td>
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Commercial-7

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<th>April</th>
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<th>July</th>
<th>Aug</th>
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<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2016 for Single Family Homes</th>
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<td>48</td>
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<td>28</td>
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<td>19</td>
<td>19</td>
<td>13</td>
<td>18</td>
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Commercial-1

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<tbody>
<tr>
<td>Brunner Fram</td>
<td>27</td>
<td>31</td>
<td>55</td>
<td>$356,782.35</td>
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<td>Fairview Village</td>
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<td>8</td>
<td>7</td>
<td>7</td>
<td>$231,185.47</td>
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<td>Harmony (1st and 2nd)</td>
<td>13</td>
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<td>12</td>
<td>23</td>
<td>13</td>
<td>8</td>
<td>6</td>
<td>3</td>
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<td>Harmony (4th)</td>
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<td>22</td>
<td>16</td>
<td>8</td>
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<td>Harmony (5th)</td>
<td>10</td>
<td>$455,000.00</td>
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<td>Serratoga Falls</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>9</td>
<td>4</td>
<td>3</td>
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<td>Timnath Ranch-1st Filing 2nd Amend</td>
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<td>0</td>
<td>0</td>
<td>3</td>
<td>35</td>
<td>49</td>
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<td>Timnath Ranch-3rd Filing</td>
<td>24</td>
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<td>21</td>
<td>5</td>
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<td>0</td>
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<td>Timnath South-1st Filing</td>
<td>27</td>
<td>58</td>
<td>82</td>
<td>89</td>
<td>23</td>
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<td>Timnath South 1st Filing 2nd Amend</td>
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<td>$302,518.59</td>
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<td>Timnath South- 2nd Filing(Preserve)</td>
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<td>$254,555.14</td>
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<td>Wildwing 1st Filing</td>
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<td>0</td>
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<td>20</td>
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<tr>
<td>Wildwing 2nd Filing</td>
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<td>$366,900.54</td>
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<td>Total</td>
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Foundation Only Permit | 3 | 1 | 1 |
Modular Home | 1 |
Commercial | 2 | 8 | 3 | 7 | 1 |
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<th>Priority</th>
<th>Case</th>
<th>Topic</th>
<th>Status</th>
<th>Date opened</th>
<th>Due Date</th>
<th>Date Closed</th>
<th>Days Open</th>
<th>Address Num</th>
<th>Street</th>
<th>Action Date</th>
<th>Action Type</th>
<th>Action Note</th>
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<tbody>
<tr>
<td>Normal</td>
<td>17-0880</td>
<td>Timnath</td>
<td>Closed</td>
<td>11/06/2017</td>
<td>11/20/2017</td>
<td>11/06/2017 11:08 AM</td>
<td>0</td>
<td>4110</td>
<td>MAIN ST</td>
<td>11/06/2017</td>
<td>Inspection</td>
<td>Abandoned/dilapidated home.</td>
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<td></td>
<td>Case Notes</td>
<td>Observed 9 vehicles parked in lot behind house, and as I was looking for violations several employees from the Cabinet Shop across the street, also owned by the Chinns, got into the vehicles on what appeared to be a break. No vehicles appear inoperable, back of property is also boarded up. Reported findings to Matt Blakely, and took pictures.</td>
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</tr>
<tr>
<td>Normal</td>
<td>17-0881</td>
<td>Timnath</td>
<td>Open</td>
<td>11/06/2017</td>
<td>12/04/2017</td>
<td>28</td>
<td>4018</td>
<td>RIDGELINE DR</td>
<td>11/06/2017</td>
<td>Complaint</td>
<td>Excavation site has been undeveloped, and is an eyesore.</td>
<td></td>
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<td></td>
<td></td>
<td>Inspection</td>
<td>Previous case for this site due to dig without permits or proof of licenses. SWO issued on 9/8/2017. Developer has been given exactly 60 days to obtain permitting. metal scraps from previous case are still present; however, have been moved from ROW to pile of dirt. Contacted Kelly Dykstra in Building Dept. for assistance.</td>
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<td></td>
<td></td>
<td>Phone Call</td>
<td>Spoke with Kelly who said he is going to contact Town to see if Alisa has had any contact with Houts, and see what he can do from there. Kelly will contact me with update.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Inspection</td>
<td>No changes in property. No permits. Spoke with Matt and Alisa at Town Hall, Houts has made no attempts to obtain permits. Town attorney is issuing notice, and I will also issue notice for Code violations.</td>
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<td></td>
<td></td>
<td></td>
<td>Courtesy Notice</td>
<td>Send to (Owner)</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Case Notes</td>
<td>Due to reported problems with Houts; Courtesy Notice was sent via certified mail to track letter delivery. CMR #7016137000224479296</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0804</td>
<td>Timnath</td>
<td>Open</td>
<td>10/02/2017</td>
<td>12/11/2017</td>
<td>63</td>
<td>5008</td>
<td>5TH AVE</td>
<td>11/06/2017</td>
<td>Inspection</td>
<td>Appliance remains. Observed what appears to be roof of a dilapidated structure on ground, scrap materials, multiple 5 gallon buckets lying across property, several pallets, etc.</td>
<td></td>
</tr>
<tr>
<td>Priority</td>
<td>Case</td>
<td>Topic</td>
<td>Status</td>
<td>Date opened</td>
<td>Due Date</td>
<td>Days Open</td>
<td>Address Num</td>
<td>Street</td>
<td>Action Date</td>
<td>Action Type</td>
<td>Action Note</td>
<td></td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>Normal</td>
<td>17-0879</td>
<td>Timnath</td>
<td>Open</td>
<td>11/06/2017</td>
<td>12/11/2017</td>
<td>28</td>
<td>4304</td>
<td>DIXON ST</td>
<td>11/06/2017</td>
<td>Inspection</td>
<td>Possible IV on property. Was recently under vehicle cover; however, cover appears to have been blown off by wind.</td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0864</td>
<td>Timnath</td>
<td>Closed</td>
<td>10/30/2017</td>
<td>11/06/2017</td>
<td>7</td>
<td>6481</td>
<td>SPRING VALLEY RD</td>
<td>11/06/2017</td>
<td>Inspection</td>
<td>RV removed. Case closed.</td>
<td></td>
</tr>
</tbody>
</table>

11/06/2017 Final Notice - No Appeal Comments 1:, Comments 2: Please remove and dispose of the improperly stored items on your property, including but not limited to: furniture, appliances, scraps, materials, pallets, automotive/repair parts, junk, rubbish, tree branches, or any other items as described in section 7 of the Timnath Municipal Code., Send to (Owner) |

11/10/2017 Case Notes CMR # 70151660000017591878 |

11/20/2017 Case Notes USPS parcel tracking verified notice has been ready for pickup since 11/18/2017, but has not been claimed. Extending deadline due to holiday. |

11/27/2017 Inspection No changes. HO’s have received FN. Attached USPS Confirmation to case. |

11/07/2017 Courtesy Notice Send to (Owner) |

11/20/2017 Inspection No change in existing violations more vehicles, trailers and another boat have appeared on lot. Took pictures, but could not get close enough to obtain vehicle licensing info. |

11/20/2017 Case Notes Found plate ID's from past case (same vehicles). Submitted to PD to verify owner and vehicle info. |

11/27/2017 Inspection No changes. No permits being processed for screening/fencing at this property. Emailed Town to follow-up. |

11/27/2017 Case Notes Per Town: Owner has not obtained any permits, or even contacting them regarding the fence. |

11/27/2017 Second Notice Comments 1:, Comments 2: Send to (Owner) |

<table>
<thead>
<tr>
<th>Priority</th>
<th>Case</th>
<th>Topic</th>
<th>Status</th>
<th>Date opened</th>
<th>Due Date</th>
<th>Date Closed</th>
<th>Days Open</th>
<th>Address Num</th>
<th>Street</th>
<th>Action Date</th>
<th>Action Type</th>
<th>Action Note</th>
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<tr>
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<td>17-0906</td>
<td>Timnath</td>
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<td>11/13/2017</td>
<td>11/27/2017</td>
<td>11/13/2017</td>
<td>12:59 PM</td>
<td>0</td>
<td>6604</td>
<td>NEOTA CREEK CT</td>
<td>11/13/2017</td>
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<tr>
<td>Priority</td>
<td>Case</td>
<td>Topic</td>
<td>Status</td>
<td>Date opened</td>
<td>Due Date</td>
<td>Date Closed</td>
<td>Days Open</td>
<td>Address Num</td>
<td>Street</td>
<td>Action Date</td>
<td>Action Type</td>
<td>Action Note</td>
</tr>
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<td>Normal</td>
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<td>10/02/2017</td>
<td>10/18/2017</td>
<td>10/18/2017</td>
<td>16</td>
<td>6034</td>
<td>JASPER ST</td>
<td>11/14/2017</td>
<td>Case Notes</td>
<td>Certified letter was returned as &quot;Unclaimed&quot;</td>
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<tr>
<td>Normal</td>
<td>17-0927</td>
<td>Timnath</td>
<td>Closed</td>
<td>11/20/2017</td>
<td>12/04/2017</td>
<td>11/20/2017</td>
<td>0</td>
<td></td>
<td>LCR 36 and River Pass</td>
<td>11/20/2017</td>
<td>Inspection</td>
<td>Removed temporary sign from ROW.</td>
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<tr>
<td>Normal</td>
<td>17-0928</td>
<td>Timnath</td>
<td>Closed</td>
<td>11/20/2017</td>
<td>12/04/2017</td>
<td>11/20/2017</td>
<td>0</td>
<td></td>
<td>CH 36 and Three Bell</td>
<td>11/20/2017</td>
<td>Inspection</td>
<td>Removed temporary sign from ROW.</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0936</td>
<td>Timnath</td>
<td>Open</td>
<td>11/27/2017</td>
<td>12/11/2017</td>
<td>11/27/2017</td>
<td>7</td>
<td>4113</td>
<td>MAIN ST</td>
<td>11/27/2017</td>
<td>Complaint</td>
<td>Nero Landscaping continues to have their dumpsters emptied at around 5:00 am, and is disturbing the neighbors.</td>
</tr>
</tbody>
</table>

- 11/27/2017 Inspection Did not see any dumpsters. Contacted Mrs. Nero, no answer. Left voice message explaining the code about noise, and what they needed to do.
- 11/27/2017 Courtesy Notice Send to (Owner)
- 11/27/2017 Case Notes Received Agreement with Nero and Town that also reflects the hours of operations (pages 1-6, and 28). Attached to case. Printed relevant pages to send to Nero.
- 11/27/2017 Phone Call Received email from Matt Blakely. Austin with Trash company contacted him to request more info. Matt requested I call the trash company at (970) 484-5556 to explain the times due to the noise for the entire Town. Called Austin's #, and NA. Left detailed voice message with my contact info.

| Normal   | 17-0936| Timnath| Closed    | 11/27/2017  | 12/04/2017| 12/04/2017  | 7         | 6773        | SILVER DOLLAR CT | 11/27/2017 | Inspection   | Trailer with several ATV's parked in ROW. |

- 11/27/2017 Courtesy Notice Posted 72 hour door hanger and BC.

Total 61 Actions
# TOWN COUNCIL COMMUNICATION

**Meeting Date:**
12/12/2017

**Item:** October/November 2017 Law Enforcement Update

**Presented by:**
Sherri Wagner

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1. Officer Inge started with a $23 theft at Walmart that ended in a felony warrant for parole escape out of South Carolina, a stolen U-Haul van from Indiana and breaking up a “Shake and Bake” methamphetamine mini-lab in the van. It is never just a theft anymore when dealing with Walmart cases.

2. Officer Andersen spent many hours working an embezzlement and fraud case reported by Risk Removal. He began the case in 2016 and spent numerous hours gathering evidence and meeting with the District Attorney’s Office. Officer Andersen was notified recently the defendants were placed upon a deferred sentence with restitution of $70,000 and 100 hours of community service. Excellent job by Officer Andersen.

3. Sgt. Wynkoop were closely with investigators in Northern Colorado to locate a subject promoting his business of “Paradise Landscape”. We had three victims in Timnath. The suspect was located and our cases were filed along with the county cases. Hopefully, victims will receive some restitution at the completion of the court case.

4. Officers Andersen and Tope used social media to identify juvenile subjects who were doing “Ding Dong Ditch” and being disrespectful to residents. Parents contacted and the actions have stopped. The night team also identified juveniles involved in criminal mischief to the Bethke school sign. Information was provided by an informant and suspects were contacted. Juveniles will be going through a restorative justice program through The Center.

5. Sergeant Wynkoop and Officers Inge and Betrus handled a call involving a subject who trespassed at Simplot and Station #8. He attempted to steal a chemical at Simplot, left it when confronted and entered Station #8 and went to a secure area where he was trying on uniforms. He was arrested and his intentions are still not known. Station #8 was searched and secured by officers and deputies.

6. Incident at Walmart involving a young child and male suspect in the restroom. Suspect arrested for groping (sexual assault on a child).
<table>
<thead>
<tr>
<th>Call Type</th>
<th>Sep-17</th>
<th>Oct-17</th>
<th>Nov-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm</td>
<td>5</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>Animal</td>
<td>4</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Assist Other</td>
<td>10</td>
<td>15</td>
<td>11</td>
</tr>
<tr>
<td>Child Welfare</td>
<td>0</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Civil</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Criminal Mischief</td>
<td>1</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Burglary- cold</td>
<td>2</td>
<td>1</td>
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<tr>
<td>Civil</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Directed Patrol/School/Extra</td>
<td>199</td>
<td>237</td>
<td>233</td>
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<tr>
<td>Drug</td>
<td>2</td>
<td>3</td>
<td></td>
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<tr>
<td>Family Problem/child</td>
<td>1</td>
<td>1</td>
<td>0</td>
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<tr>
<td>Firework</td>
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<tr>
<td>Follow-up</td>
<td>12</td>
<td>23</td>
<td>22</td>
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<tr>
<td>Fraud</td>
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<td>Harassment</td>
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<td>Juvenile</td>
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<td>Lost/found Property</td>
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<td>Missing person/child (found)</td>
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<td>Noise</td>
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<td>Reddi Report</td>
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<td>Sex Offense (unfounded)</td>
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<td>Subject Stop</td>
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<td>Suicide Threat</td>
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<td>Suspicious Circumstance</td>
<td>11</td>
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<td>18</td>
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<td>Theft</td>
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<tr>
<td>Vehicle Accident/injury</td>
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<td>4</td>
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<tr>
<td>Vehicle Accident/non-inj</td>
<td>11</td>
<td>8</td>
<td>1</td>
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<td>VIN check</td>
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<td>Warrant</td>
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<td><strong>Total Incidents</strong></td>
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<td><strong>415</strong></td>
<td><strong>357</strong></td>
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<td><strong>Total cases</strong></td>
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<tr>
<td>Alarm</td>
<td>5</td>
<td>2</td>
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<tr>
<td>Animal</td>
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<td>1</td>
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<tr>
<td>Assist Other</td>
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</tr>
<tr>
<td>Civil</td>
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<tr>
<td>Criminal Mischief</td>
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<td>Directed, Extra Patrol/School</td>
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<td>Follow up</td>
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<td>Hang-up 911</td>
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<td>Juvenile call</td>
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<td>Private Tow</td>
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<td>Warrant</td>
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<tr>
<td><strong>Total Incidents</strong></td>
<td><strong>46</strong></td>
<td><strong>41</strong></td>
<td><strong>60</strong></td>
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<tr>
<td><strong>Total Cases</strong></td>
<td><strong>2</strong></td>
<td><strong>2</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>
To:        Town Council and Community

From:      April D. Getchius, AICP
           Town Manager

Date:      December 8, 2017

Subject:   Town Manager’s Report

CDOT Update.

Attached is a presentation and copies of informational materials prepared by CDOT regarding the I-25 improvements. Staff continues to work with Fort Collins on an intergovernmental agreement regarding the Prospect Road interchange and will be bringing that forward to Council in January. You will note that CDOT still expects to issue the first notice to proceed in early 2018 with completion in late 2021.

Holiday Lighting.

Holiday Lighting was another great success. We estimate that approximately 2,000 people attended. In 2016, we estimate 1,200-1,500 people joined the festivities. Santa Cops collected 75 toys and $940 from the toy market and tip jars (vs. $300 in 2016). Alpine Cabinets donated 12 handmade doll houses. Thank you!

Upcoming Events:

- Larimer County Elected Officials Dinner - December 18, 2017 at 5 p.m.
- Town offices will be closed the afternoon of December 22 and December 29th for the holidays.

From the Town of Timnath Staff, we wish you the happiest of holidays!
North I-25 Express Lanes: Johnstown to Fort Collins
Northern Colorado experiencing explosive growth, offering:

- Thriving economy
- Affordable cost of living
- One-of-a-kind recreational activities
- Award-winning education programs
- Small town feel, yet close to Denver’s amenities
Influx of new residents expected

- Larimer County—population expected to increase by 52 percent by 2040.
- Weld County—population expected to increase by 111 percent by 2040.
- CDOT forecasts that this population growth will increase the number of vehicles making daily trips along the I-25 corridor by 60 percent in 2040.
Corridor Vision

- Provide user choice through continuous Express Lanes from Denver Union Station to Fort Collins
- Downtown Denver to US 36: Complete
- US 36 to 120th Avenue: Complete
- 120th Avenue to E-470/Northwest Parkway: In progress
CDOT and Northern Colorado unite to jumpstart N I-25 expansion by 14 years
OVERALL IMPROVEMENTS INCLUDE
Rehabilitate or Reconstruct General Purpose Lanes

Add Express Lanes
   1) northbound and 1) southbound (widening to the middle)

Construction of inside and outside shoulders in both directions
Reconstruct interchange

Widen GWRR Bridges

Replace Cache la Poudre River Bridges

Accommodate trail construction and wildlife crossing

Operational improvements
Adding an additional lane a half a mile long in each direction from the interstate out
Tie-in to current construction

Replace UPRR/Kendall Parkway Bridges

Construct Park-n-Ride With I-25 slip ramps for regional bus
Adding an additional lane a half a mile long in each direction from the interstate out

Widen Big Thompson River Bridges

Reconstruct interchange on CO 402 Frontage Road improvements
Relocation and widening of the west side Park-n-Ride
Benefits of the Project

- Include much-needed safety improvements that will ultimately reduce crashes and fatalities
- Decrease travel time and increase trip reliability
- Reduce emissions and improve freight efficiency
- Employ congestion management and safety technology to improve travel experience
- Reconstruct aging and obsolete infrastructure
- Improve bicycle, pedestrian and transit connectivity
- Economic development — improvements will provide better public access to amenities and help businesses transport goods and services.
Why Express Lanes?

• User choice
  • Ride the bus
  • Carpool
  • Pay a toll as an alternative to free general purpose lanes

• Trip reliability
  • Better plan your travel
  • Usage of Express Lanes frees up space and speeds in general purpose lanes
Project Funding

• $300+ million, including:

  • U.S. DOT TIGER grant for $15 million
  
  • Widespread community support from northern Colorado totaling more than $25 million and as much as $28 million in additional improvement
  
  • Partnerships and federal grants alleviate funding difficulties including CDOT's reduced relative funding from gas tax, and taxpayer resistance to tax increase.
Project Timeline

• Contractor selection: November 2017

• First Notice to Proceed: Early 2018

• Second Notice to Proceed: Spring/Summer 2018

• Construction Completed/Toll Commencement: Late 2021
Construction Phasing and Impacts

• During the daytime, two lanes of travel will remain open to ensure travel reliability to motorists.

• Motorists can expect lane closures at nighttime, when travel volumes are lower.

• Construction at the interchanges, particularly SH 402 and Prospect Road, will result in detours and impacts to the driving public.

• What to expect at US 34 and SH 402
What’s Next?

- Set in place funding packages
- Next priorities:
  - Segment 5/CO 66 to CO 56
  - Segment 6/CO 56 to CO 402
Stay Informed

• Visit the CDOT website project page: https://www.codot.gov/projects/north-i-25/johnstown-to-fort-collins/johnstown-fort-collins

• Address questions or request a presentation from the project team via email northi25expresslanes@gmail.com or phone 720-593-1996

• To learn more about Express Lanes, visit www.codot.gov/programs/expresslanes

• To get a Express Lanes pass, visit www.expresstoll.com
North I-25 Express Lanes: Johnstown to Fort Collins

Project Details

Overview
Communities along the North I-25 corridor are expanding rapidly, contributing to major economic growth in Northern Colorado. The Colorado Department of Transportation will support this growth by delivering the North I-25 Express Lanes: Johnstown to Fort Collins project, which will:

- Increase highway capacity by adding an Express Lane in both directions
- Replace aging bridges and widen others
- Improve bus service performance and reduce each total trip time by 15 minutes by adding new bus slip ramps from I-25 to the new Park-n-Ride at Kendall Parkway
- Create new pedestrian and bicycle access under I-25 at Kendall Parkway
- Connect the Cache la Poudre River Regional Trail under I-25 and network to 100 miles of trails, and also serve as a wildlife corridor

Benefits
This project brings critically important benefits for the economy, environment and quality of life for Northern Coloradans. The project will:

- Include much-needed safety improvements that will ultimately reduce crashes and fatalities
- Decrease travel time and increase trip reliability
- Reduce emissions and improve freight efficiency
- Employ congestion management and safety technology to improve travel experience
- Reconstruct aging and obsolete infrastructure
- Improve bicycle, pedestrian and transit connectivity

Timeline
This project is expected to begin construction in the summer of 2018, ending in 2021.
Funding
The U.S. Department of Transportation awarded CDOT and local partners a $15 million TIGER grant, assisting them in funding this $302 million expansion of North I-25. The project is supported by all of the communities and counties served by this corridor who have contributed significant funds for the original project scope, totaling more than $25 million, and as much as $28 million in other additional project scope improvements.

Using traditional funding, this stretch would not have happened until 2035. With local support and direction from state officials and representatives in D.C. as well as the TIGER grant, the project will be complete in at least 2021.

By delivering the project to the community earlier than outlined in the CDOT 2040 Long-Range Transportation Plan, the benefits will be implemented 15 years or more years sooner and at a fraction of the cost.

Local Support and Partnership
This project has the full support of all of the communities and counties served by this corridor. Local partners include the City of Fort Collins, City of Loveland, Town of Berthoud, Town of Johnstown, Larimer County, Weld County, Town of Timnath, Town of Windsor and McWhinney (private developer) who have contributed significant funding totaling more than $25 million. Additionally, Colorado Senators Michael Bennett and Cory Gardner, as well as three Colorado U.S. Representatives: Jared Polis, Ken Buck and Ed Perlmutter endorsed the TIGER grant application, which reflects the critical need of this project.

The Towns of Berthoud and Johnstown have contributed close to $100 per man, woman, and child in their small town. Additionally, McWhinney, a private developer, contributed $6 million to ensure enhanced bus access and highway crossing, which serves a hospital and the largest commercial, residential, and retail metropolitan district in Northern Colorado. The benefits this project brings in the near term were all key contributing factors to this broad support.

History
According to the State Demography Office, the population of Larimer County—currently 316,000 residents—is expected to increase by 52 percent by 2040. Similarly, Weld County’s population of 268,400 residents is expected to increase by 111 percent by 2040. CDOT forecasts that this population growth will increase the number of vehicles making daily trips along the I-25 corridor by 60 percent in 2040. To provide the same, or better, quality of life and economic vitality for the future, improvements are needed on I-25.

CDOT is designing the North I-25 corridor in segments and phases according to the 2011 Final Environmental Impact Statement, which analyzed potential transportation solutions along the corridor between Fort Collins/Wellington and downtown Denver, as well as along US 85 and US 287. There are currently Express Lanes in place along I-25 between downtown Denver and 120th Avenue in Northglenn. CDOT is currently extending the Express Lanes that end at 120th Avenue to E-470/Northwest Parkway.
Express Lanes

What are Express Lanes?
Express Lanes provide travelers with more reliable, predictable travel times. Anyone can use Express Lanes. A solo driver in a passenger vehicle can use an Express Lane by paying a toll. A traveler can choose to travel for free with a motorcycle and as a carpooler with two passengers. The addition of an Express Lane on the I-25 corridor does not mean that existing general purpose lanes will be tolled. The existing general purpose lanes will continue to be free to use.

To use any Colorado Express Lanes, you will need an ExpressToll account and pass to avoid a higher license plate toll. The Switchable HOV Transponder is the only pass that allows you to choose the carpool option and use the lanes for free if the driver has two or more passengers. A traveler may also use the lane without cost via transit providers like Bustang. Motorists can get a pass by visiting expresstoll.com.

Benefits
- Reduce delay on Colorado’s most seriously congested corridors
- Use toll pricing to manage congestion
- Maintain reliable travel times now and in the future
- Promote transit and carpooling

Toll Pricing
Express Lanes help to manage traffic congestion and toll rates will vary by time of day to provide reliable travel times. Toll rates are set to provide reliable travel times and are not set to maximize revenue. Toll rates have not yet been set. The toll rates and any rate changes will be approved by CDOT’s High Performance Transportation Enterprise.

ADDITIONAL INFORMATION—To learn more about the North I-25 Express Lanes: Johnstown to Fort Collins project, visit www.codot.gov/projects/north-i-25. To learn more about Express Lanes, visit www.codot.gov/programs/expresslanes. To get an Express Lanes pass, visit www.expresstoll.com.

You can also address questions or request a presentation from the project team via email or phone:
Email address: northi25expresslanes@gmail.com
Phone number: 720-593-1996
North I-25 Express Lanes: Johnstown to Fort Collins

Frequently Asked Questions

Why is this project happening?
Communities along the North I-25 corridor are expanding rapidly, contributing to major economic growth in Northern Colorado. The Colorado Department of Transportation will support this growth by delivering the North I-25 Express Lanes: Johnstown to Fort Collins project.

How will this project benefit me?
This project delivers many benefits to community members and commuters along the North I-25 corridor. The North I-25 Express Lanes project will:

- Increase highway capacity by adding an Express Lane in both directions
- Replace aging bridges and widen others
- Improve bus service performance and reduce each total trip time by 15 minutes by adding new bus slip ramps from I-25 to the new Park-n-Ride at Kendall Parkway
- Create new pedestrian and bicycle access under I-25 at Kendall Parkway
- Connect the Cache la Poudre River Regional Trail under I-25 and network to 100 miles of trails, and also serve as a wildlife corridor
- Improve interchanges at Highway 402 and Prospect Road

How long will it take to build this project?
This project is expected to begin construction in 2018 and end in late 2021.
How is this project funded?
The U.S. Department of Transportation awarded CDOT and local partners a $15 million TIGER grant, assisting them in funding this $302 million expansion of North I-25. The project received widespread support by all of the communities and counties served by this corridor who have contributed significant funds for the original project scope, totaling more than $25 million, and as much as $28 million in other additional project scope improvements. Local partners include the City of Fort Collins, City of Loveland, Town of Berthoud, Town of Johnstown, Larimer County, Weld County, Town of Timnath, Town of Windsor and McWhinney (private developer). The cost that remains after these contributions will be covered by other state funding mechanisms.

Why has it taken so long to do this project?
As with many other planned transportation projects throughout the state, the ability to fund these improvements remains a challenge. Currently, the majority of CDOT funding goes to maintaining the highway system in its current condition. With the financial investment by communities and counties along the corridor and the Federal TIGER grant, CDOT is able to deliver this project on an accelerated timeline, sooner than anticipated.

According to the State Demography Office, the population of Larimer County—currently 316,000 residents—is expected to increase by 52 percent by 2040. Similarly, Weld County’s population of 268,400 residents is expected to increase by 111 percent by 2040. CDOT forecasts that this population growth will increase the number of vehicles making daily trips along the I-25 corridor by 60 percent in 2040. To provide the same, or better, quality of life and economic vitality for the future, improvements are needed on I-25.

CDOT is designing the North I-25 corridor in segments and phases according to the 2011 Final Environmental Impact Statement, which analyzed potential transportation solutions along the corridor between Fort Collins/Wellington and downtown Denver, as well as along US 85 and US 287. There are currently Express Lanes in place along I-25 between downtown Denver and 120th Avenue in Northglenn. CDOT is currently extending the Express Lanes that end at 120th Avenue to E-470/Northwest Parkway.

Are local governments and officials involved?
Local partners and elected officials have been heavily involved in the planning, implementation and funding of this critically important project.

In 2013, an I-25 Coalition was formed to help manage and accelerate improvements to the corridor. Six Northern Colorado communities, Weld and Larimer Counties, CDOT, Chambers of Commerce and private businesses have all been collaborating to help bring these improvements to fruition.

The I-25 Coalition has grown steadily and is currently made up of 90 representatives from Adams, Larimer and Weld Counties, Berthoud, Broomfield, Dacono, Erie, Firestone, Fort Collins, Frederick, Johnstown, Loveland, Mead, Northglenn, Timnath, Thornton and Windsor as well as CDOT, businesses and other interested agencies.

Will this project be a Public-Private Partnership?
This project will not be a Public-Private Partnership, meaning CDOT will continue to operate and maintain the roadway.
Why is an Express Lane being implemented?
This project will add one Express Lane in each direction along I-25 between Johnstown and Fort Collins, in addition to the existing two general purpose lanes in each direction. Express Lanes have proven success in increasing roadway capacity and helping to manage congestion on Colorado highways by adding a lane that provides a new choice to drivers. Motorists can choose to ride the bus, carpool or pay a toll to use the new Express Lanes as an alternative to the free general purpose lanes.

Adding an Express Lane optimizes trip reliability for those accessing it. When drivers choose to use the Express Lanes, space frees up in the general purpose lanes and improves speeds for the general purpose lanes, too. The result is a corridor that moves more vehicles and people more efficiently.

To use any Colorado Express Lanes, you will need an ExpressToll account and pass to avoid a higher license plate toll. The Switchable HOV Transponder is the only pass that allows you to choose the carpool option and use the lanes for free if the driver has two or more passengers. A traveler may also use the lane without cost via transit providers like Bustang. Motorists can get a pass by visiting expresstoll.com.

How much will the toll cost?
Express Lanes help to manage traffic congestion and toll rates will vary by time of day to provide reliable travel times. Toll rates are set to provide reliable travel times and are not set to maximize revenue. Toll rates have not yet been set. The toll rates and any rate changes will be approved by CDOT’s High Performance Transportation Enterprise.

How will construction impact my daily commute?
During the daytime, two lanes of travel will remain open to ensure travel reliability to motorists. Motorists can expect lane closures at nighttime, when travel volumes are lower. Construction at the interchanges may also result in detours and impacts to the driving public.

What other projects are taking place in this area?
- **North I-25 Express Lanes: 120th Ave. to NW Pkwy/E-470** (Summer 2016 - Winter 2018) - This $97.5 million project adds capacity and provides travel choice and reliability by adding one HOV/Express Lane in each direction along this stretch of I-25, along with other operational and safety improvements.
- **I-25 Crossroads Bridge** (Fall 2016 - Summer 2017) - This $22.1 million project will replace the bridges on I-25 at Crossroads Boulevard and reconstruct I-25 with wider pavement, shoulders, improved roadway grades and roadside safety for approximately one-half mile north and south of Crossroads Boulevard.
- **I-25 Climbing Lane** (Spring 2016 - Spring 2017) - This $10.3 million project adds an additional lane on southbound I-25 near Berthoud. The additional lane is an operational and safety improvement on this section of the interstate, which historically has seen congestion as trucks slow down to get up the three-mile incline known as Berthoud Hill.

How can I ask questions and stay informed?
The best way to stay informed is to visit the project website: https://www.codot.gov/projects/north-i-25/johnstown-to-fort-collins/johnstown-fort-collins
You can also address questions or request a presentation from the project team via email or phone: Email address: northi25expresslanes@gmail.com
Phone number: 720-593-1996

As the project nears the beginning of construction, the public will be invited to attend meetings to learn more.
ADDITIONAL INFORMATION—To learn more about the North I-25 Express Lanes: Johnstown to Fort Collins project, visit www.codot.gov/projects/north-i-25. To learn more about Express Lanes, visit www.codot.gov/programs/expresslanes. To get a Express Lanes pass, visit www.expresstoll.com.
TOWN COUNCIL COMMUNICATION

Meeting Date: December 12, 2017


Presented by: Matt Blakely, Community Development Director

EXECUTIVE SUMMARY:
This proposal is to amend multiple sections of the Land Use Code:
The first set of changes are to the B-Business zoning district Land Use Table. Specifically it will change designations for attached single-family dwelling, single-family detached dwelling, car wash, equipment rental establishments without outdoor storage, motor vehicle repair minor, plant nurseries & greenhouses, restaurants with drive-thru, retail fuel stations, and mini-warehouses and self-storage facilities.

Secondly there is an addition to the Use Table of the code that now includes Short Term Rentals as a use and then provides requirements for the operation of said Short Term Rentals.

The other remaining changes are minor grammatical and technical corrections.

Staff has received public comments that are attached.

PLANNING COMMISSION ACTION ON 10/17/2017: The Timnath Land Use Code Amendments were approved by Planning Commission at its regularly scheduled meeting on 10/17/2017 unanimously by 5-0 vote with the following recommended modifications:

1. Remove the condition that places a maximum number of nights or unique reservations per month.
2. Minimum number of nights shall be 3 per reservation.
3. Any person applying for a short term rental license must notify their neighbors within 100’ of the property boundary.
4. A maximum number of licenses permitted Town wide will be based on a percentage of the number of dwelling units.
5. Events cannot be the primary use of the short term rental.
6. Proof of liability insurance to be provided at time of application.
7. No cultivation or processing of marijuana products.
8. Primary and secondary contact information of a person that is able to respond within 4 hours of any issues raised by a current renter or the Town.
9. Residential uses in the Business zoning district be PC (Permitted with Conditions). The conditions to include the option to rebuild an existing residence, but be prohibited for new projects.

Planning Commission requested that a Residential Use in a Business zoning district be PC (Permitted with Conditions) so that any existing residential use that is destroyed or damaged can be rebuilt to its original state. Any new solely residential use in the Business zoning district is prohibited.
STAFF RECOMMENDATION: Staff recommends approval of the Land Use Code Amendments with the following changes:

- The maximum number of licenses Town wide to be a set number and in addition, staff would like to discuss the option of limiting the number of licenses as a percentage based off the number of dwelling units per neighborhood or by quarter section of Town.
- The short term rental not be advertised as an event space.
- Modify the number of nights per month be either 3 unique reservations or 15 total nights if there are more than 3 unique reservations. i.e. 3 reservations of 10 nights each would be allowed or 5 reservations of 3 nights each or 15 reservations of 1 night each. 4 reservations of 5 nights each would be prohibited as it exceeds 15 total nights and is over 3 unique reservations.
- Allow on-street parking during the day, but prohibit it over night.
- Any noncompliance MAY result in revocation of the license.

KEY POINTS/SUPPORTING INFORMATION:

The following amendments are being recommended by Staff to the Land Use Code.

Table 4.1: Staff has determined that there are several uses in the Business Zoning District that don’t align with the intent of the area of town where the B district applies.

Therefore the following changes are being made to the land use table in the business zoning district only:

1. Change Dwelling, attached single family from Prohibited (*) to Permitted (P)
2. Change Dwelling, single-family detached from Prohibited (*) to Permitted (P)
3. Change Car Wash from Conditional Use (C) to Prohibited (*)
4. Change Equipment rental establishments without outdoor storage from Permitted (P) to Prohibited (*)
5. Change Home Occupations from Prohibited (*) to Permitted with Conditions (PC)
6. Change Motor Vehicle Repair Minor from Permitted (P) to Prohibited (*)
7. Change Plant nurseries & greenhouses from Permitted (P) to Prohibited (*)
8. Change Restaurants with drive-thru from Conditional (C) to Prohibited (*)
9. Change Retail fuel stations from Permitted with Conditions (PC) to Prohibited (*)
10. Change Mini-warehouses and self storage from Permitted with Conditions (PC) to Prohibited (*)

There is also the addition of the use of Short Term Rentals to the list of uses within the table. The use of a Short Term Rental will be Permitted with Conditions (PC) in the RE, R-1, R-2, R-3, RMU, and B zoning districts.

Section 4.4.26 will be the conditions for a Short Term Rental. Those conditions are as follows:

4.4.26.1 – A Short Term Rental Application must be submitted and approved by the Community Development Director.
4.4.26.2 – Each Short Term Rental must obtain a Short Term Rental Business license with the Town and post the license number on every listed advertisement and on site.
   a. Initial Licensing fee = $150
   b. Annual renewal = $100
4.4.26.3 – Short Term Rentals are subject to lodging, sales, or other applicable taxes.
4.4.26.4 – Short Term Rentals utilizing an accessory dwelling must meet Town Regulations for accessory dwellings per section 4.4.1.6 of the Land Use Code.
4.4.26.5 – Rooms being rented on an individual basis and not as an entire home shall not have separate individual entrances.
4.4.26.6 – Rooms that are being rented must meet Town Building Code.
4.4.26.7 – Short Term Rentals must be inspected at time of initial licensing and on an annual basis accompanying the annual renewal to ensure compliance with the Building Code.
4.4.26.8 – The maximum number of people staying per night shall not exceed 6 persons.
4.4.26.9 – The maximum number of nights per month shall not exceed 15 or the max number of unique reservations cannot exceed 3 per month.
4.4.26.10 – All parking must be in a garage or on the driveway. No on-street parking allowed.
4.4.26.11 – There shall be no motor homes or travel trailers parked outside the residence.
4.4.26.12 – There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such short term rental, and shall not disrupt the neighborhood character.
4.4.26.13 – Any non compliance of these regulations will result in revocation of the Short Term Rental business license. The license may be reinstated one year from date of revocation with approval from the Community Development Director and satisfactory complying with these regulations.

The definition of Short Term Rental will be added to section 11 and will read as follows:
Short Term Rental shall mean a dwelling that under one ownership is leased in its entirety or as a portion at a time for periods of less than 30 consecutive days (i.e. Vacation Rental by Owner – VRBO or AirBnB).

The fees will be added to the fee table as part of Chapter 4 of the Municipal code.

**ADVANTAGES:**
- These changes will provide better clarity to the land use code on these issues.
- Will correct omissions.
- Provides regulations on Short Term Rentals.

**DISADVANTAGES:**
- None

**FINANCIAL IMPACT:**
- None

**RECOMMENDED MOTION:**
- I move to recommend approval of Ordinance No. 22, Series 2017, Amendments to the Land Use Code.

**ATTACHMENTS:**
1. Ordinance 22, Series 2017
2. Table of Land Use Code Changes
3. Public Comments
AN ORDINANCE ADOPTING BY REFERENCE AMENDMENTS OF THE LAND USE ORDINANCES OF THE TOWN OF A GENERAL AND PERMANENT NATURE, ENTITLED THE “TIMNATH LAND USE CODE, 2015 EDITION”

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 Timnath Planning Commission held a regularly scheduled meeting on October 17, 2017 and recommended approval to Town Council unanimously by 5-0 vote; and

WHEREAS, The Timnath Town Council held a regularly scheduled meeting on December 22, 2017 and upon hearing the statements of staff, the applicant(s) and giving consideration to the recommendations, to the Town Council determines as provided below; 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, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO, ORDAINS:

SECTION 1 – AMENDMENTS
  1. Set forth as Exhibit A

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

SECTION 3 – REPEAL
Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.
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 TIMNATH TOWN COUNCIL ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

____________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A
Land Use Code Amendments
### Section 4.4.26. Short Term Rentals:

4.4.26.1 – A Short Term Rental Application must be submitted and approved by the Community Development Director.

4.4.26.2 – Each Short Term Rental must obtain a Short Term Rental Business license with the Town and post the license number on every listed advertisement and on site.

a. Initial Licensing fee = $150

b. Annual renewal = $100

4.4.26.3 – Short Term Rentals are subject to lodging, sales, or other applicable taxes.

4.4.26.4 – Short Term Rentals utilizing an accessory dwelling must meet Town Regulations for accessory dwellings per section 4.4.1.6 of the Land Use Code.

4.4.26.5 – Rooms being rented on an individual basis and not as an entire home shall not have separate individual entrances.

4.4.26.6 – Rooms that are being rented must meet Town Building Code.

4.4.26.7 – Short Term Rentals must be inspected at time of initial licensing and on an annual basis accompanying the annual renewal to ensure compliance with the Building Code.

4.4.26.8 – The maximum number of people staying per night shall not exceed 6 persons.

4.4.26.9 – The maximum number of nights per month shall not exceed 15 or the maximum number of unique reservations per month shall not exceed 3.

4.4.26.10 – All parking must be in a garage or on the driveway. No on-street parking allowed.

4.4.26.11 – There shall be no motor homes or travel trailers parked outside the residence.

### Table 4.1 Residential Uses and Structures

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<thead>
<tr>
<th>Use</th>
<th>A</th>
<th>RE</th>
<th>R1</th>
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<th>R4</th>
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<tbody>
<tr>
<td>Dwelling, attached single-family</td>
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<td>Dwelling, single-family detached</td>
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<td>Short Term Rental</td>
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### Table 4.1 Business/Commercial/Retail Uses

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<tr>
<th>Use</th>
<th>A</th>
<th>RE</th>
<th>R1</th>
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<td>Car Wash</td>
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<td>Equipment Rental establishments without outdoor storage</td>
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<td>Home Occupations</td>
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<td>Motor vehicle repair, minor</td>
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<td>Plant nurseries &amp; greenhouses</td>
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<td>Restaurants with drive-through service</td>
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<td>Retail fuel stations</td>
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<td>Mini-warehouses and self-storage facilities</td>
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4.4.26.12 – There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such short term rental, and shall not disrupt the neighborhood character.

4.4.26.13 – Any non compliance of these regulations will result in revocation of the Short Term Rental business license. License may be reinstated one year from date of revocation with approval from the Community Development Director and satisfactorily complying with these regulations.
Kevin Koelbel

From: Matt Blakely
Sent: Monday, October 16, 2017 9:42 AM
To: Kevin Koelbel
Subject: FW: Short Term Rental Code

Kevin, please send this on to the Planning Commissioners...

Thanks,
Matt

From: Denise Fisher <denisefisher175@gmail.com>
Date: Monday, October 16, 2017 at 9:03 AM
To: Matt Blakely <mblakely@timnathgov.com>
Cc: April Getchius <agetchius@timnathgov.com>
Subject: Short Term Rental Code

Hi Matt,

Please forward to the planning commissioners for tomorrow’s meeting.

Thanks,
Denise Fisher

Planning Commissioners,

There is a common saying right now that goes “Short term rentals take the neighbor out of neighborhood.” As one who has lived next to two unauthorized short term rental businesses, I tend to agree.

My new neighbors ran an unauthorized short term rental for the duration of this past summer. When they had tenants, they completely moved out of the house and the entire home was rented out including the upstairs (from where they can look directly into our windows), sometimes to large groups. Their short term rental ad listed their property as “suitable for events.” On one occasion we counted between 25-30 people in the back yard when they rented their home to a softball team. We could hear someone banging on a piano and groups of people were walking around the neighborhood, and later that week I found trash that had been thrown over the fence into our yard. It’s unsettling to have various strangers moving in and out. The irony is that the owners do not have to deal with the negative impact of their business since they are absent.

I urge you to be proactive in preventing these types of short term rentals that allow homes in residential zoning to become event centers and ad hoc hotels. A quick Google search shows these types of rentals have caused problems in neighborhoods all over the country. Austin, TX revised their short-term rental code in 2016 which imposed the following restrictions:

1. When the dwelling units is used as a short term rental, a wedding, bachelor or bachelorette party, concert, sponsored event, or any similar group activity other than sleeping are prohibited between the hours of 10 p.m.-7a.m.

2. A licensee or guest may not use or allow another to use a short-term rental for an outside assembly of more than six adults between 7:00 a.m. and 10:00p.m.
Cambridge, MA recently put in place the requirement that the owner must live in the same or adjacent building. There is less likely to be nuisances such as noise, trash, or safety issues if the owner is present while there are tenants.

Please put these restrictions in place so that residents living in residentially zoned neighborhoods can continue to have the quality of life one would expect in such zoning.

Denise Fisher
4217 Main St.
Kevin Koelbel

From: Matt Blakely
Sent: Tuesday, October 17, 2017 8:16 AM
To: Kevin Koelbel
Cc: April Getchius
Subject: FW: Contact form - Community Development - B and B’s

Kevin, please forward this to the Planning Commissioners before the meeting tonight.

Thanks,
Matt

From: Rose Moon [mailto:rose@halfmoonarts.org]
Sent: Monday, October 16, 2017 2:15 PM
To: April Getchius <agetchius@timnathgov.com>; Matt Blakely <mblakely@timnathgov.com>
Subject: Contact form - Community Development - B and B’s

Department
  Community Development

Name
  Rose Moon

Email
  rose@halfmoonarts.org

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  4217 Main st.
  Colorado
  United States
  Map It

Phone
  (970) 412-4998

Subject
  B and B’s

Comment
  Has the B And B's addition to residential zoning been open for the residents to discuss? Did I miss something? This is an important issue for neighbors to know about and have input on. We have had several issues. I am not directly opposed but there need to be rules. Please spend time researching the problems Ft. Collins has had and how they resolved it. Please protect our residential areas. Rose Moon
EXECUTIVE SUMMARY:
On February 9, 2016 the Timnath Town Council approved the Town’s Impact Fees and Special Fees. This Ordinance change simply updates Chapter 4 of the Municipal Code to reflect those impact fees. There are no new impact fees being imposed by this ordinance.

KEY POINTS/SUPPORTING INFORMATION:

The following sections of the Municipal Code shall be modified as indicated below (removals are indicated in red and additions in blue):

Sec. 4-6-10. Establishment of Capital Improvement Expansion Fees: The provisions of this Article are intended to impose certain fees to be collected at the time of building permit issuance in an amount calculated as shown herein for the purpose of funding the provisions of additional capital improvements as the Town's population increases. The imposition of said fees is intended to regulate the use and development of land by ensuring that new growth and development in the Town bear a proportionate share of the costs of capital expenditures necessary to provide police services, parks, open space and trails, public buildings, streets transportation, and storm drainage. Said fees shall not be used to collect more than is necessary to fund such capital improvements. The fees provided for in this Article are based on the Town's Impact Fee Town of Timnath Impact Fees and Special Fees Study dated September 30, 2002 November 11, 2015 which establishes a fair and equitable allocation of costs and recognize past and future payments for new development, as well as credits for construction, dedication of land or cash contributions. Funds collected from said fees shall not be used to remedy existing deficiencies, but only to provide new capital improvements which are necessitated by new development. The amount of revenue generated by said fees shall not exceed the cost of providing the capital improvements for which they are imposed, and the same shall be expended solely to provide the specified capital improvements.

Sec. 4-6-20. Calculation of Capital Improvement Expansion Fees: For each category of capital improvements for which a capital improvement expansion fee is established under the provisions of this Article, the amount of each such capital improvement expansion fees shall be determined on a per dwelling unit basis according to the gross floor area of each such dwelling unit (in the case of residential development) or on the basis of each square foot of new construction (in the case of commercial or industrial development). The amount of the fee will be increased annually on June 1 according to the Denver-Boulder Consumer Price Index for Urban Consumers, as published by the Bureau of Labor Statistics.

Sec. 4-6-30. Imposition, Computation and Collection of Fees:
(a) Payment of the fees imposed under the provisions of this Article shall be required as a condition of approval of all development in the Town for which a building permit is required. For any property annexed to the Town containing structures, a condition of approval of the annexation shall be payment
of the fees imposed under this Article as if a building permit was being requested for each structure on
the annexed property. The amount of such fees has been calculated using current levels of service and
the data and methodologies described in the Town's Impact Fee Study dated September 30, 2002
Town of Timnath Impact Fees and Special Fees Study dated November 11, 2015.

Sec. 4-6-50. Fees for Particular Public Facilities.
(a) Police Impact Fee.
(1) There is hereby established a police impact fee which is imposed pursuant to the provisions of this Article
for the purpose of funding capital improvements related to provision of law enforcement services, as such
improvements may be identified in the capital improvements plan for law enforcement services. Such fee shall
be payable prior to the issuance of any building permit for any structure. The amount of such fee is set forth in
Appendix 4-A to this Chapter. The police impact fee is waived for commercial and industrial buildings.

(c) Public Buildings Impact Fee.
(1) There is hereby established a public buildings impact fee which is imposed pursuant to the provisions of
this Article for the purpose of funding capital improvements related to the provision of public buildings, as
such improvements may be identified in the capital improvements plan for public buildings to serve the
residents and businesses within the Town. Such fee shall be payable prior to the issuance of any building
permit for any structure. The amount of such fee is set forth in Appendix 4-A to this Chapter. The public
buildings impact fee is waived for commercial and industrial buildings.

(d) Stormwater Impact Fee.
(1) There is hereby established a stormwater impact fee which is imposed pursuant to the provisions of
this Article for the purpose of funding capital improvements related to the provision of stormwater
infrastructure, as such improvements may be identified in the capital improvements plan for stormwater
improvements to serve the residents and businesses within the Town. Such fee shall be payable prior to the issuance of any building permit for any structure. The amount of such fee is set forth in Appendix 4-A to this Chapter.
(2) All fees collected under this Section shall be deposited into a separate account within the capital
improvements expansion fund to be known as the "stormwater capital improvement expansion account." This account shall be an interest bearing account, and any interest income earned on the fees shall be credited to the account. Funds withdrawn from the account shall be used only for the purposes specified in this Section and said expenditures shall be subject to the provisions of this Article.

(e) Transportation Impact Fee.
(1) There is hereby established a transportation impact fee which is imposed pursuant to the provisions of
this Article for the purpose of funding capital improvements related to the provision of
transportation system expansions, as such improvements may be identified in the capital improvements plan for transportation improvements to serve the residents and businesses within the Town. Such fee shall be payable prior to the issuance of any building permit for any structure. The amount of such fee is set forth in Appendix 4-A to this Chapter.
(2) All fees collected under this Section shall be deposited into a separate account within the capital
improvements expansion fund to be known as the "transportation capital improvement expansion account." This account shall be an interest bearing account, and any interest income earned on the fees shall be credited to the account. Funds withdrawn from the account shall be used only for the purposes specified in this Section and said expenditures shall be subject to the provisions of this Article.

Sec. 4-6-55. Special Fees.
(a) Boxelder Floodplain Improvement Special Fee.
(1) There is hereby established a Boxelder floodplain improvement special fee which is imposed pursuant to the provisions of this Article for the purpose of facilitating certain improvements to the Boxelder floodplain that would remove properties currently located in the floodplain. Such improvements may be identified in the capital improvements plan for Boxelder floodplain improvements to benefit the residents and businesses within the floodplain. Such fee shall be assessed to those properties located within the Boxelder floodplain and shall be based on a removed per acre basis and shall be payable prior to the issuance of any building permit for any structure within the floodplain or at time of plat approval per a Subdivision Improvement Agreement. The amount of such fee is set forth in Appendix 4-A to this Chapter.

(2) All fees collected under this Section shall be deposited into a separate account within the capital improvements expansion fund to be known as the "Boxelder floodplain capital improvement expansion account." This account shall be an interest bearing account, and any interest income earned on the fees shall be credited to the account. Funds withdrawn from the account shall be used only for the purposes specified in this Section and said expenditures shall be subject to the provisions of this Article.

The following Fee Schedules as a part of Appendix 4-A will be revised as indicated below:

<table>
<thead>
<tr>
<th>Chapter 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Code Section</strong></td>
</tr>
<tr>
<td>4-3-40</td>
</tr>
<tr>
<td>4-4-20</td>
</tr>
<tr>
<td>4-6-50(a)</td>
</tr>
<tr>
<td>4-6-50(b)</td>
</tr>
<tr>
<td>4-6-50(c)</td>
</tr>
<tr>
<td>4-6-50(d)</td>
</tr>
<tr>
<td>4-6-50(e)</td>
</tr>
</tbody>
</table>
| 4-6-55(a) | Boxelder floodplain | $6,726.00 per acre of ground removed from the
In addition the Chapter 16 Fee Schedule will be revised as indicated below to fill in missing fee amounts, correctly reference various code sections, and update description references that were changed as part of the Town’s adoption of a new land use code:

<table>
<thead>
<tr>
<th>Code Section</th>
<th>Description</th>
<th>Amount of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.2.9.6</td>
<td>Comprehensive plan amendments</td>
<td>$500.00</td>
</tr>
<tr>
<td>16.3.4, 16.3.11</td>
<td>Zoning map amendment</td>
<td>$500.00</td>
</tr>
<tr>
<td>16.2.9.7</td>
<td>Conditional use review</td>
<td>$100.00</td>
</tr>
<tr>
<td>16.3.7–16.2.9.8</td>
<td>Appeals and Variances</td>
<td>$50.00</td>
</tr>
<tr>
<td>16.3.10</td>
<td>Rezoning - Planned development district</td>
<td>$500.00</td>
</tr>
<tr>
<td>16.3.11</td>
<td>Wireless telecommunications permit</td>
<td>$250.00</td>
</tr>
<tr>
<td>16.4.5–16.2.9.10</td>
<td>Sketch plan</td>
<td>$250.00</td>
</tr>
<tr>
<td>16.4.6</td>
<td>Preliminary plat</td>
<td>$500.00 plus $10.00 per lot over 25 lots</td>
</tr>
<tr>
<td>16.4.2–16.2.9.10</td>
<td>Major subdivision final plat</td>
<td>$500.00</td>
</tr>
<tr>
<td>16.4.8–16.2.9.11</td>
<td>Minor subdivision plat</td>
<td>$100.00</td>
</tr>
<tr>
<td>16.4.8</td>
<td>Administrative plat</td>
<td>$50.00</td>
</tr>
<tr>
<td>16.8.15</td>
<td>Appeal</td>
<td>$100.00 (to be refunded if appeal granted)</td>
</tr>
<tr>
<td>16.4.4, 16.10.19</td>
<td>Development Site plan review</td>
<td>$500.00</td>
</tr>
<tr>
<td>16.4.10, 16.2.9.10</td>
<td>Street or easement vacation Vacation of right-of-way and other public easements</td>
<td>$150.00</td>
</tr>
<tr>
<td>16.4.13</td>
<td>Administrative plat Administrative waivers</td>
<td>$100.00</td>
</tr>
<tr>
<td>16.4.12</td>
<td>Wireless telecommunication facilities</td>
<td>$250.00</td>
</tr>
<tr>
<td>16.5.2</td>
<td>Vesting</td>
<td>$50.00</td>
</tr>
<tr>
<td>16.6.1–16.2.7</td>
<td>Enforcement and abatement actions</td>
<td>Actual cost plus 1% per month on unpaid balance</td>
</tr>
<tr>
<td>16.5.7.6.2.D./16.5.7.6.4.C.1.d.</td>
<td>Community park land dedication cash-in-lieu assessment</td>
<td>$1,740.00 per residential dwelling unit when community park land is not dedicated by plat Not applicable to retail or office/industrial buildings</td>
</tr>
<tr>
<td>16.6.8.1.</td>
<td>Cash-in-lieu contribution for public school sites</td>
<td>$1,800.00 per single-family residential dwelling unit $626.00 per multi-family residential dwelling unit</td>
</tr>
</tbody>
</table>
Lastly, the electrical fee tables as included in Chapter 4, Appendix 4-A are being replaced since they are outdated and don’t align with the State of Colorado mandated electrical permit fees. The following tables “Residential Electrical Fees” and example calculation, “Valuation of Installation” and example calculation, and “Miscellaneous Electrical Fees” are to be removed and replaced with the tables that follow. In addition, the following sentence shall be added at the beginning of the “Electrical Permit Fee Schedule”:

**Electrical permit fees shall be as prescribed in Section 12-23-117 of the Colorado Revised Statutes.** Electrical permit fees are reviewed annually and may be adjusted as necessary. Fees are based on either RESIDENTIAL or ALL OTHER FEES. Do not use both categories to determine your fee. If an electrical permit is not filed in advance of the commencement of an installation, the inspection fee shall be twice the amount as prescribed by Section 12-23-117(3), C.R.S.

Replace the “Residential Electrical Fee” table with the following:

<table>
<thead>
<tr>
<th>Residential Installation – Based on enclosed living area only</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Living Area: Equal to or less than 1000 square feet</td>
<td>$135</td>
</tr>
<tr>
<td>1,001 square feet but equal to or less than 1,500 square feet</td>
<td>$202</td>
</tr>
<tr>
<td>1,501 square feet but equal to or less than 2,000 square feet</td>
<td>$270</td>
</tr>
<tr>
<td>Greater than 2001 square feet ($270 + ($13.50 x each additional 100 sq. ft.))</td>
<td></td>
</tr>
<tr>
<td>Example: (2235 sq. ft.) first 2000 sq. ft. = $270 + 300 (235 rounded up to next 100) x $13.50 = $310.50</td>
<td></td>
</tr>
</tbody>
</table>

Replace the table under section B. ALL OTHER FEES with the following:

<table>
<thead>
<tr>
<th>Valuation of Installation – (Based on cost to customer of labor, material and items)</th>
<th>Fee</th>
</tr>
</thead>
</table>

| Designation of Historic landmark designation Sites | $50.00 |
| Annexation application | $500.00 plus $150.00 per acre plus $2,000.00 deposit fee for professional and administrative costs |
| Annexation petition filing fee | $500.00 plus $300.00 per acre plus $2,000.00 deposit fee for professional and administrative costs |
| Minor annexation | $500.00 application fee |
Equal to or less than $2000 = $135 (base fee)  
Greater than $2001 add $13.50 per thousand of job valuation (always round up the next $1,000) to the Base  
EXAMPLE: The cost of the installation is $5,150 (round up to $6,000) (6 x $13.50 = $81)  
The base fee (shown above): $135 + (6 x $13.50) $81 = $216.00 total fee

Replace the “Miscellaneous Electrical Fees” table with the following:

| Mobile/Modular/Manufactured Home set (per unit) | $135 |
| Temporary heat release | $67.50 |
| Add fee for extra inspections | $50.00 |
| Reinspection fee A re-inspection fee may be assessed when additional inspections are required when the job is not ready for inspection (if 5 or more correction items are cited), access is not provided, violations from the last inspection are not completed, etc. | $50.00 |

ADVANTAGES: Cleanup of Chapter 4 to align with the adopted impact fees and adopted land use code.

DISADVANTAGES: None, as this is simply a cleanup of the Municipal Code to align with previously adopted impact fees and the Town’s land use code.

FINANCIAL IMPACT: This is a cleanup of Chapter 4 and is not imposing new fees.

RECOMMENDATIONS:  
I move to recommend approval of Ordinance 23, Series 2017, an Ordinance amending Chapter 4 of the Municipal Code to incorporate impact fees and special assessments and update the associated fee schedules therein.

ATTACHMENTS:  
1. Ordinance
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 23, SERIES 2017

AN ORDINANCE AMENDING CHAPTER 4 OF THE MUNICIPAL CODE TO
INCORPORATE IMPACT FEES AND SPECIAL ASSESSMENTS AND UPDATE THE
ASSOCIATED FEE SCHEDULES THEREIN

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, on February 9, 2016 the Town of Timnath Town Council adopted Town of
Timnath Impact Fees and Special Fees as per the Development Impact Fee Final Report prepared
by BBC Research and Consulting; and

WHEREAS, the Town Council of the Town of Timnath amends the current Chapter 4 text and
appropriate fee schedules to reflect those development impact fees and special fees; and

WHEREAS, the Town Council of the Town of Timnath amends the current Chapter 4 text and
appropriate fee schedules to reflect those changes to align with the Town’s updated Land Use
Code adopted on December 8, 2015; 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, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO,
ORDAINS:

ARTICLE 1 - The Town Council hereby approves the following amendments to Chapter 4 and
fee schedules from Appendix 4-A:

Sec. 4-6-10. Establishment of Capital Improvement Expansion Fees: The provisions of this
Article are intended to impose certain fees to be collected at the time of building permit issuance
in an amount calculated as shown herein for the purpose of funding the provisions of additional
capital improvements as the Town's population increases. The imposition of said fees is intended
to regulate the use and development of land by ensuring that new growth and development in the
Town bear a proportionate share of the costs of capital expenditures necessary to provide police
services, parks, open space and trails, public buildings, transportation, and storm drainage. Said
fees shall not be used to collect more than is necessary to fund such capital improvements. The fees provided for in this Article are based on the Town of Timnath Impact Fees and Special Fees Study dated November 11, 2015 which establishes a fair and equitable allocation of costs and recognize past and future payments for new development, as well as credits for construction, dedication of land or cash contributions. Funds collected from said fees shall not be used to remedy existing deficiencies, but only to provide new capital improvements which are necessitated by new development. The amount of revenue generated by said fees shall not exceed the cost of providing the capital improvements for which they are imposed, and the same shall be expended solely to provide the specified capital improvements.

Sec. 4-6-20. Calculation of Capital Improvement Expansion Fees: For each category of capital improvements for which a capital improvement expansion fee is established under the provisions of this Article, the amount of each such capital improvement expansion fees shall be determined on a per dwelling unit basis or on the basis of each square foot of new construction (in the case of commercial or industrial development).

Sec. 4-6-30. Imposition, Computation and Collection of Fees:

(a) Payment of the fees imposed under the provisions of this Article shall be required as a condition of approval of all development in the Town for which a building permit is required. For any property annexed to the Town containing structures, a condition of approval of the annexation shall be payment of the fees imposed under this Article as if a building permit was being requested for each structure on the annexed property. The amount of such fees has been calculated using current levels of service and the data and methodologies described in the Town of Timnath Impact Fees and Special Fees Study dated November 11, 2015.

Sec. 4-6-50. Fees for Particular Public Facilities.

(a) Police Impact Fee.

(1) There is hereby established a police impact fee which is imposed pursuant to the provisions of this Article for the purpose of funding capital improvements related to provision of law enforcement services, as such improvements may be identified in the capital improvements plan for law enforcement services. Such fee shall be payable prior to the issuance of any building permit for any structure. The amount of such fee is set forth in Appendix 4-A to this Chapter.

(c) Public Buildings Impact Fee.

(1) There is hereby established a public buildings impact fee which is imposed pursuant to the provisions of this Article for the purpose of funding capital improvements related to the provision of public buildings, as such improvements may be identified in the capital improvements plan for public buildings to serve the residents and businesses within the Town.
Such fee shall be payable prior to the issuance of any building permit for any structure. The amount of such fee is set forth in Appendix 4-A to this Chapter.

(d) Stormwater Impact Fee.

(1) There is hereby established a stormwater impact fee which is imposed pursuant to the provisions of this Article for the purpose of funding capital improvements related to the provision of stormwater infrastructure, as such improvements may be identified in the capital improvements plan for stormwater improvements to serve the residents and businesses within the Town. Such fee shall be payable prior to the issuance of any building permit for any structure. The amount of such fee is set forth in Appendix 4-A to this Chapter.

(2) All fees collected under this Section shall be deposited into a separate account within the capital improvements expansion fund to be known as the "stormwater capital improvement expansion account." This account shall be an interest bearing account, and any interest income earned on the fees shall be credited to the account. Funds withdrawn from the account shall be used only for the purposes specified in this Section and said expenditures shall be subject to the provisions of this Article.

(e) Transportation Impact Fee.

(1) There is hereby established a transportation impact fee which is imposed pursuant to the provisions of this Article for the purpose of funding capital improvements related to the provision of transportation system expansions, as such improvements may be identified in the capital improvements plan for transportation improvements to serve the residents and businesses within the Town. Such fee shall be payable prior to the issuance of any building permit for any structure. The amount of such fee is set forth in Appendix 4-A to this Chapter.

(2) All fees collected under this Section shall be deposited into a separate account within the capital improvements expansion fund to be known as the "transportation capital improvement expansion account." This account shall be an interest bearing account, and any interest income earned on the fees shall be credited to the account. Funds withdrawn from the account shall be used only for the purposes specified in this Section and said expenditures shall be subject to the provisions of this Article.

Sec. 4-6-55. Special Fees.

(a) Boxelder Floodplain Improvement Special Fee.

(1) There is hereby established a Boxelder floodplain improvement special fee which is imposed pursuant to the provisions of this Article for the purpose of facilitating certain improvements to the Boxelder floodplain that would remove properties currently located in the floodplain. Such improvements may be identified in the capital improvements plan for Boxelder floodplain improvements to benefit the residents and businesses within the floodplain. Such fee shall be
assessed to those properties located within the Boxelder floodplain and shall be based on a
removed per acre basis and shall be payable prior to the issuance of any building permit for any
structure within the floodplain or at time of plat approval per a Subdivision Improvement
Agreement. The amount of such fee is set forth in Appendix 4-A to this Chapter.

(2) All fees collected under this Section shall be deposited into a separate account within the
capital improvements expansion fund to be known as the "Boxelder floodplain capital
improvement expansion account." This account shall be an interest bearing account, and any
interest income earned on the fees shall be credited to the account. Funds withdrawn from the
account shall be used only for the purposes specified in this Section and said expenditures shall
be subject to the provisions of this Article.

<table>
<thead>
<tr>
<th>Code Section</th>
<th>Description</th>
<th>Amount of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-3-40</td>
<td>Sales tax vendors</td>
<td>3 1/3% of total amount</td>
</tr>
<tr>
<td>4-4-20</td>
<td>Use tax</td>
<td>3% of retail cost</td>
</tr>
<tr>
<td>4-6-50(a)</td>
<td>Police impact fee</td>
<td>$659.00 per residential dwelling unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$330.00 per 1,000 square feet of retail buildings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$231.00 per 1,000 square feet of office/industrial buildings</td>
</tr>
<tr>
<td>4-6-50(b)</td>
<td>Parks, open space and trails impact fee</td>
<td>$3,669.00 per residential dwelling unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Not applicable to retail or office/industrial buildings</td>
</tr>
<tr>
<td>4-6-50(c)</td>
<td>Public buildings impact fee</td>
<td>$800.00 per residential dwelling unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$401.00 per 1,000 square feet of retail buildings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$281.00 per 1,000 square feet of office/industrial buildings</td>
</tr>
<tr>
<td>4-6-50(d)</td>
<td>Stormwater impact fee</td>
<td>$560.00 per residential dwelling unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$267.00 per 1,000 square feet of retail buildings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$267.00 per 1,000 square feet of office/industrial buildings</td>
</tr>
<tr>
<td>Code Section</td>
<td>Description</td>
<td>Amount of Fee</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>4-6-50(e)</td>
<td>Transportation impact fee</td>
<td>$2,003.00 per residential dwelling unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$4,954.00 per 1,000 square feet of retail buildings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$2,464.00 per 1,000 square feet of office/industrial buildings</td>
</tr>
<tr>
<td>4-6-55(a)</td>
<td>Boxelder floodplain improvement special fee</td>
<td>$6,726.00 per acre of ground removed from the Boxelder floodplain</td>
</tr>
<tr>
<td>Appx. 4-30</td>
<td>Returned checks</td>
<td>$20.00 per occurrence</td>
</tr>
</tbody>
</table>

**Chapter 16**

<table>
<thead>
<tr>
<th>Code Section</th>
<th>Description</th>
<th>Amount of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.2.9.6</td>
<td>Comprehensive plan amendments</td>
<td>$500.00</td>
</tr>
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<td>16.2.9.7</td>
<td>Zoning map amendment</td>
<td>$500.00</td>
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<td>Conditional use review</td>
<td>$100.00</td>
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<tr>
<td>16.2.9.13</td>
<td>Variances</td>
<td>$50.00</td>
</tr>
<tr>
<td>16.2.9.14</td>
<td>Planned development district</td>
<td>$500.00</td>
</tr>
<tr>
<td>16.3.11</td>
<td>Wireless telecommunications permit</td>
<td></td>
</tr>
<tr>
<td>16.3.12</td>
<td>Telecommunications facilities</td>
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<td>Appeal</td>
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<td>16.2.9.10</td>
<td>Minor subdivision plat</td>
<td>$100.00</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Fee</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>16.2.9.11</td>
<td>Administrative plat</td>
<td>$50.00</td>
</tr>
<tr>
<td>16.4.8</td>
<td>Vesting (site specific development)</td>
<td>$300.00</td>
</tr>
<tr>
<td>16.4.9</td>
<td>Plot plan</td>
<td>$50.00</td>
</tr>
<tr>
<td>16.2.9.9</td>
<td>Development Site plan review</td>
<td>$500.00</td>
</tr>
<tr>
<td>16.2.9.12</td>
<td>Vacation of right-of-way and other</td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>public easements</td>
<td></td>
</tr>
<tr>
<td>16.2.9.15</td>
<td>Administrative waivers</td>
<td>$100.00</td>
</tr>
<tr>
<td>16.4.4.28</td>
<td>Wireless telecommunication facilities</td>
<td>$250.00</td>
</tr>
<tr>
<td>16.2.7</td>
<td>Enforcement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actual cost plus 1% per month on</td>
<td></td>
</tr>
<tr>
<td></td>
<td>unpaid balance</td>
<td></td>
</tr>
<tr>
<td>16.5.7.6.2.D. / 16.5.7.6.4.C.1.d.</td>
<td>Community park land dedication cash-in-lieu assessment</td>
<td>$1,740.00 per residential dwelling unit when community park land is not dedicated by plat</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Not applicable to retail or office/industrial buildings</td>
</tr>
<tr>
<td>16.6.8.1</td>
<td>Cash-in-lieu contribution for public school sites</td>
<td>$1,800.00 per single-family residential dwelling unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$626.00 per multi-family residential dwelling unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Not applicable to retail or office/industrial buildings</td>
</tr>
<tr>
<td>16.7.4.3</td>
<td>Sign permit</td>
<td>$25.00 plus building permit fees, if any</td>
</tr>
<tr>
<td>16.8.2.12</td>
<td>Floodplain Development Permit</td>
<td>$500.00</td>
</tr>
<tr>
<td>16.8.2.13</td>
<td>Floodplain variance</td>
<td>$100.00</td>
</tr>
<tr>
<td>16.9.3</td>
<td>Oil and gas conditional use</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>16.9.3</td>
<td>Oil and gas inspection</td>
<td>Actual cost</td>
</tr>
<tr>
<td>16.9.5</td>
<td>Designation of Historic Sites</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
### ELECTRICAL PERMIT FEE SCHEDULE

Electrical permit fees shall be as prescribed in Section 12-23-117 of the Colorado Revised Statutes. Electrical permit fees are reviewed annually and may be adjusted as necessary. Fees are based on either RESIDENTIAL or ALL OTHER FEES. Do not use both categories to determine your fee. If an electrical permit is not filed in advance of the commencement of an installation, the inspection fee shall be twice the amount as prescribed by Section 12-23-117(3), C.R.S.

A. RESIDENTIAL. This fee (based on the enclosed living area only) includes construction of, or remodeling or addition to, a single-family home, a unit in a duplex, a condominium or a townhome. If you are only providing or changing a service and not wiring any portion on the above, see Section B below for correct permit fee.

#### Residential Electric Fee

<table>
<thead>
<tr>
<th>Living Area</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal to or less than 1000 square feet</td>
<td>$135</td>
</tr>
<tr>
<td>1,001 square feet but equal to or less than 1,500 square feet</td>
<td>$202</td>
</tr>
<tr>
<td>1,501 square feet but equal to or less than 2,000 square feet</td>
<td>$270</td>
</tr>
<tr>
<td>Greater than 2001 square feet ($270 + ($13.50 x each additional 100 sq. ft.))</td>
<td></td>
</tr>
</tbody>
</table>

Example: (2235 sq. ft.) first 2000 sq. ft. = $270 + 300 (235 rounded up to next 100) x $13.50 =

B. ALL OTHER FEES, including some residential installations that are not based on square footage (not in a living area, i.e., garage, shop and photovoltaic, etc.). Fees in this Section are calculated from the total cost to customer, including electrical material, items and labor - whether provided by the contractor or the property owner. Use this chart for a service connection, a temporary meter and all commercial installations. Such fees shall be computed as follows (See Paragraph C. below for the permit fees for mobile/modular home and travel trailer parks):
Valuation of Installation – (Based on cost to customer of labor, material and items)

| Equal to or less than $2000 = $135 (base fee) | $135 |
| Greater than $2001 add $13.50 per thousand of job valuation (always round up the next $1,000) to the Base |

EXAMPLE: The cost of the installation is $5,150 (round up to $6,000) (6 x $13.50 = $81) 
The base fee (shown above): $135 + (6 x $13.50) $81 = $216.00 total fee

Miscellaneous Electrical Fees

| Mobile/Modular/Manufactured Home set (per unit) | $135 |
| Temporary heat release | $67.50 |
| Add fee for extra inspections | $50.00 |

Reinspection fee A re-inspection fee may be assessed when additional inspections are required when the job is not ready for inspection (if 5 or more correction items are cited), access is not provided, violations from the last inspection are not completed, $50.00

PLEASE NOTE: Applicants should be prepared to do the following:

♦ Telephone or email request for inspection when job is ready

♦ Ensure that the work is completed within the time limitation of the permit (by expiration date) or

♦ Request up to a 6-month extension prior to the permit expiration date if work is not completed.

♦ Obtain a new permit and pay required fee if current permit expires prior to completion.

♦ Pay the re-inspection fee, if due, prior to requesting a re-inspection.

♦ Install wiring according to the currently adopted edition of the National Electrical Code.

♦ Request an electrical installation inspection prior to covering.

♦ Request an electrical installation inspection prior to energizing system.

♦ Request an electrical installation inspection prior to occupancy.

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 3 – CODE REVISIONS
Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, ON NOVEMBER 14, 2017, AND SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON DECEMBER 12, 2017 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH COLORADO AND ORDERED PUBLISHED BY TITLE THIS 14TH DAY OF NOVEMBER 2017.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
TIMNATH TOWN COUNCIL COMMUNICATION

Meeting Date: November 14, 2017
Presented by: Robert Rogers
Town Attorney

Item: An Ordinance Amending and Restating Chapter 4, Article 3 and Chapter 4, Article 4 of the Timnath Municipal Code Regarding Sales and Use Tax and Amending Chapter 6, Article 1 of the Timnath Municipal Code Regarding Business License Renewal Dates (the “Ordinance”).

EXECUTIVE SUMMARY: The Ordinance amends and restates the Town’s Sales and Use Tax Code provisions to incorporate standardized definitions that were developed by the Colorado Municipal League and modernize other aspects of the Town’s Sales and Used Tax Code provisions, such as the process for auditing sales and use tax returns and record keeping requirements, and the deadline for filing business license renewal applications. The Ordinance does not alter or increase the current sales tax or use tax rates or the items that are subject to the sales tax or use tax.

STAFF RECOMMENDATION: Staff recommends approval of the Ordinance.

KEY POINTS/SUPPORTING INFORMATION:
The Ordinance:
- Incorporates standardized definitions from the Colorado Municipal League that were designed to add clarity about current tax practices without triggering a TABOR election.
- Chapter 4, Article 3 was reorganized and now includes both sales tax and use tax on motor vehicles in one Article of the Code, previously sales tax and use tax were in two separate articles of the Code. Sales tax continues to be charged at a rate of 3% on tangible personal property, taxable services, and food for home consumption. Use tax continues to be charged at a rate of 3% on retail motor vehicles purchased and registered within the Town.
- Chapter 4, Article 4 has been reorganized to only address use tax on construction materials.
- Chapter 6, Article 1 was amended to reflect the Town’s new practice of renewing sales and use tax licenses on January 1st of each year instead of June 1st of each year.
- The current sales and use tax rates and all taxable events remain the same, and there were no changes to the items exempt from sales and use tax.
- Sales tax, use tax, and business licensing is now managed online through MUNIRevs (https://timnath.munirevs.com). Vendors are very happy with this application and its functionality.

ADVANTAGES: The Ordinance will modernize the Town’s Sales and Use Tax Code provisions by incorporating standardized definitions and modifying outdated audit and record keeping provisions to reflect the current practices of the Finance Department.

DISADVANTAGES: None.

FINANCIAL IMPACT: None. The proposed revisions were structured with the specific intent of having a revenue neutral impact, so as not to trigger additional revenues and a corresponding a TABOR election requirement.
**RECOMMENDED MOTION:** I move approval of Ordinance No. 24, Series 2017 An Ordinance Amending and Restating Chapter 4, Article 3 and Chapter 4, Article 4 of the Timnath Municipal Code Regarding Sales and Use Tax and Amending Chapter 6, Article 1 of the Timnath Municipal Code Regarding Business License Renewal Dates.

**ATTACHMENTS:**
1. Ordinance
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 24, SERIES 2017

AN ORDINANCE AMENDING AND RESTATING CHAPTER 4, ARTICLE 3 AND CHAPTER 4, ARTICLE 4 OF THE TIMNATH MUNICIPAL CODE REGARDING SALES AND USE TAX AND AMENDING CHAPTER 6, ARTICLE 1 OF THE TIMNATH MUNICIPAL CODE REGARDING BUSINESS LICENSE RENEWAL DATES

WHEREAS, The Town of Timnath (the "Town") is a home rule municipality operating under the Timnath Home Rule Charter (the “Charter”) 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, in SJR14-038 the Colorado General Assembly asked the Colorado Municipal League to revive the tax simplification project from the 1990’s to address current systemic problems associated with local tax collection; and

WHEREAS, the Town Council has determined that the standard definitions project is a major collaborative sales tax simplification initiative by Colorado’s home rule municipalities that locally collect their sales tax and the retail business community; and

WHEREAS, the Town Council has determined the Town will cooperate in furtherance of a statewide goal to have all locally collecting municipalities agree to use standard definitions in their sales and use tax codes; and

WHEREAS, the Town Council has determined that maintaining the local collection of sales and use taxes for the Town is of paramount importance to the continued financial strength of the Town; and

WHEREAS, the Town Council has determined that the retail business community desires better uniformity and simplicity when operating in the Town; and

WHEREAS, the Town Council has determined that sales tax revenue is directly tied to how well the Town’s retail business community is faring, the Town Council and staff have generally supported the idea that the Town should simplify the tax code, without sacrificing revenue; and

WHEREAS, the Town Council has determined that revenue neutral tax simplification is generally construed as good for business and good for the community as a whole; 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, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO, ORDAINS:
ARTICLE 1 – REPEAL AND REENACTMENT
The Town Council hereby approves the amendment and restatement of Chapter 4, Article 3, and Chapter 4, Article 4 of the Code as shown in Exhibit A attached hereto, subject to administrative, technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town’s codification consultants and staff.

ARTICLE 2 – AMENDMENT
The Town Council hereby approves the amendment and restatement of Section 6-1-100 and Section 6-1-230 of the Code as shown in Exhibit B attached hereto, subject to administrative, technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town’s codification consultants and staff.

ARTICLE 3 – 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 TIMNATH TOWN COUNCIL ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
Exhibit A

CHAPTER 4 – Revenue and Finance

ARTICLE 3 – Sales and Use Tax

Sec. 4-3-10 – Legislative Intent.

(a) It is the intent of the Town Council, in exercising the home rule powers provided in the Colorado Constitution, that through this legislation and in the manner described herein, every person who stores or puts to use any tangible personal property or taxable services is exercising a taxable privilege. All sales, leases, and purchases of tangible personal property and taxable services defined in this Article are taxable unless specifically exempted in this Article. The sales tax imposed upon tangible personal property by this Article applies to each transfer of ownership, possession and control of such property and may occur more than once during the life of the property.

(b) The sales tax is a transaction tax levied upon all sales, purchases and leases of tangible personal property and taxable services sold or leased by persons engaged in business in the Town and is collected by the retailer or lessor, collected by Larimer County, and remitted to the Town. The use tax is levied upon the privilege of storing, using or consuming within the Town any motor and other vehicles, purchased at retail on which registration is required. The use tax is remitted to the Town by the persons using or consuming any construction and building materials purchased at retail or storing, using or consuming any motor and other vehicles, purchased at retail on which registration is required.

(c) The provisions of this Article shall apply to the imposition, as well as the administration, enforcement and collection, of sales and use taxes by the Town, and shall apply to the administration of the Town licenses as described in Chapter 6 of this Code.

(d) The provisions of this Article shall be construed to effect uniformity of administration, enforcement and collection of taxes and to establish uniform procedures, but shall not be construed to extend or increase the application, rate or amount of any tax levied or imposed herein; provided, however, that the imposition of a penalty, interest or both penalty and interest shall be lawful and shall not be construed as an extension or increase of the application, rate or amount of tax.

(e) The purpose of this Article is to provide the power necessary to exercise effectively the right to raise revenue that is essential to home rule and self-government. Any similarities to state law herein are adopted for the purpose of promoting efficiency in the collection of revenue. Regardless of such similarities, the provisions contained herein are matters of solely local concern. Unless otherwise provided by this Article or by Article 2 of Title 29, C.R.S., the provisions of Article 26 of Title 39, C.R.S., shall govern the collection, administration and enforcement of the sales tax.

Sec. 4-3-20. - Definitions.

For the purposes of this Article, the words herein contained shall have the meanings set forth in Section 39-26-102, C.R.S., and said definitions are incorporated herein by this specific reference. When
not clearly indicated otherwise by the context, the following words and phrases, as used in this Article, shall have the following meanings:

**Business** means all activities engaged in or caused to be engaged in with the object of gain, benefit or advantage, direct or indirect.

**Charitable organization** means any entity which: (1) has been certified as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code; and (2) is an organization which exclusively, and in a manner consistent with existing laws and for the benefit of an indefinite number of persons or animals, freely and voluntarily ministers to the physical, mental, or spiritual needs of persons or animals, and thereby lessens the burden of government.

**Claim for recovery** means a claim for reimbursement of sales and use taxes paid to the wrong taxing jurisdiction.

**Collection costs** shall include, but is not limited to, all costs of audit, assessment, bank fees, hearings, execution, lien filing, distraint, litigation, locksmith fees, auction fees and costs, prosecution, and attorney fees.

**Collection proceedings** means the mailing of a notice of audit, an audit and all remedies exercised by the Director pursuant to this Article to collect any unpaid taxes, penalties and interest.

**Common Carrier** means a person or company that transports goods or passengers on regular routes at set rates.

**Construction materials** means tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a completed structure or project, including public and private improvements. Construction materials include, but are not limited to, such things as: asphalt, bricks, builder's hardware, caulking material, cement, concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and cooling equipment, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster, plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting, steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wallboard, wall coping, wallpaper, weather stripping, wire netting and screen, water mains and meters, and wood preserver. The above materials, when used for forms, or other items which do not remain as an integral or inseparable part of a completed structure or project are not construction materials.

**Director** means the Finance Director of the Town or such other person designated by the Town; Director shall also include such person's designee.

**Engaged in Business in the Town** means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption, within the Town. Engaged in Business in the Town includes, but is not limited to, any one of the following activities by a person: (1) Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction; (2) Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons; (3) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction; (4) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; or (5) Makes more than one delivery into the taxing jurisdiction within a twelve month period by any means other than a common carrier.
Exemptions means those deductions from adjusted gross sales and services in order to arrive at a taxable base, which exemptions may include exempt transactions (in whole or in part), sale or purchase of exempt commodities, articles or services, or sale to exempt persons who may either be exempt on their direct purchase or exempt on the type of commodity, articles or services purchased, as set forth in this Article.

Food For Home Consumption means food for domestic home consumption as defined in 7 U.S.C. sec. 2012(k) (2014), as amended, for purposes of the supplemental nutrition assistance program, or any successor program, as defined in 7 U.S.C. sec. 2012(t), as amended; except that food does not include carbonated water marketed in containers, chewing gum, seeds and plants to grow foods, prepared salads and salad bars, packaged and unpackaged cold sandwiches, deli trays and hot or cold beverages served in unsealed containers or cups that are vended by or through machines or non-coin-operated, coin-collective food and snack devices on behalf of a vendor.

Gross sales means the total amount received in money, credit, property or other consideration valued in money for all sales, leases, or rentals of tangible personal property or services.

License means a Town sales and/or use tax license.

Manufacturing means the operation or performance of an integrated series of operations which places a product, article, substance, commodity, or other tangible personal property in a form, composition or character different from that in which it was acquired whether for sale or for use by a manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character or use from the raw or prepared materials.

Machinery means any apparatus consisting of interrelated parts used to produce an article of tangible personal property. The term includes both the basic unit and any adjunct or attachment necessary for the basic unit to accomplish its intended function.

Net taxable sales and services means adjusted gross sales and services less authorized exemptions therefrom.

Person means any individual, firm, partnership, joint venture, corporation, limited liability company, estate or trust, receiver, trustee, assignee, lessee, or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit.

Retail sale means all sales except wholesale sales.

Retailer means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. Retailer shall include, but is not limited to, any: (1) Auctioneer; (2) Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer; (3) Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes; (4) Retailer-Contractor, when acting in the capacity of a seller of building supplies, construction materials, and other tangible personal property. Retailer-Contractor means a contractor who is also a retailer of building supplies, construction materials, or other tangible personal property, and purchases, manufactures, or fabricates such property for sale (which may include installation), repair work, time and materials jobs, and/or lump sum contracts.
Return means any form prescribed by the Town administration for computing and reporting a total tax liability.

Sales tax means the tax that is collected or required to be collected and remitted by a retailer on sales taxes under this Article.

Special Sales Event means any sales event which includes more than three (3) vendors taking place at a single location for a limited period of time not to exceed seven (7) consecutive days.

Tangible personal property means personal property that can be one or more of the following: weighed, measured, felt, touched, stored, transported, exchanged, or that is in any other manner perceptible to the senses.

Tax means the use tax due from a consumer, the sales tax due from a retailer or the sum of both due from a retailer who also consumes.

Tax deficiency means any amount of tax, penalty, interest, or other fee that is not reported and/or not paid on or before the date that any return or payment of the tax is required under the terms of this Article.

Taxable sales means gross sales less any exemptions and deductions specified in this Article.

Taxable services means services subject to tax pursuant to this Article.

Taxpayer means any person obligated to collect and/or pay tax under the terms of this Article.

Total tax liability means the total of all tax, penalties and/or interest owed by a taxpayer and shall include sales tax collected in excess of such tax computed on total sales.

Vendor fee means a credit, as designated by the Director, to be allowed against the tax due on timely filed sales tax returns. The amount of the credit, and limitation per return, will be stated on the sales tax return as approved by the Town.

Wholesale sale means a sale by wholesalers to retailers, jobbers, dealers or other wholesalers for resale and does not include a sale by Wholesalers to users or consumers not for resale; latter types of sales shall be deemed Retail Sales and subject to the provisions of this Article.

Wholesaler means any person doing an organized wholesale or jobbing business and selling to Retailers, jobbers, dealers, or other Wholesalers, for the purpose of resale, and not for storage, use, consumption, or distribution.

Sec. 4-3-30. - Sales Tax Imposed.

(a) There is hereby imposed on the sale of tangible personal property at retail or the furnishing of services as provided in Section 29-2-105(1)(d), C.R.S., a sales tax equal to three percent (3%) of the gross sales. Items classified as food for home consumption shall be charged at a sales tax rate equal to two and one-quarter percent (2.25%) of the gross sales. The tangible personal property and services taxable under this Article shall be the same as the tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S.

(b) For the purpose of the sales tax, all retail sales shall be considered consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his or her agent to a destination outside the limits of the Town or to a common carrier for delivery to a destination outside the limits of the Town. The gross receipts from such sales shall include delivery
charges when such charges are subject to the state sales and use tax imposed by Article 26 of Title 39, C.R.S., and by rules and regulations promulgated by the Colorado Department of Revenue. The value of construction and building materials shall be exempt from the sales tax if the materials are picked up by the purchaser and if the purchaser of such materials presents to the retailer a building permit evidencing that a local use tax has been paid or is required to be paid.

(c) Retailers shall add the tax imposed, or the average equivalent thereof, to the purchase price, showing such tax as a separate and distinct item. Except as provided in this Subsection, no retailer shall advertise, hold out or state to the public or to any consumer, directly or indirectly, that the tax or any part thereof shall be assumed or absorbed by the retailer or that it will not be added to the price, or, if added, that it or any part thereof shall be refunded. Sales tax may be included in the price of any malt, vinous or spirituous liquor sold by the drink. Sales tax may be included in the price of vending machine sales. Sales tax may be included in the price of an admissions charge.

(d) Any tax added to the price by a retailer shall constitute a debt from the purchaser to the retailer until paid and shall be recoverable at law in the same manner as other debts. No retailer shall gain any benefit from the collection or payment of such tax, nor shall the use of rates set forth in Section 4-3-30 of this Article release such retailer from liability for payment of the full amount of the tax levied by this Article.

(e) Exemptions.

(1) All sales of personal property on which a specific ownership tax has been paid or is payable shall be exempt from the sales tax when such sales meet both of the following conditions:
   a. The purchaser is a nonresident of, or has his or her principal place of business outside, the limits of the Town; and
   b. Such personal property is registered or required to be registered outside the limits of the Town under state law.

(2) The tax levied by Section 4-3-30 shall not apply to the following:
   a. Automotive vehicles sold to nonresidents of the Town for registration outside the Town.
   b. Tangible personal property that is to be used, stored or consumed outside the State by persons residing or doing business outside the State when the property is to be delivered to the purchaser outside the State by mail; by common, contract or commercial carrier that is employed to effect delivery by the vendor; or by the vendor's conveyance.
   c. Prosthetic devices and drugs dispensed in accordance with a prescription, but not including prescription drugs for animals.
   d. All sales of therapeutic devices, appliances or related accessories.
   e. All sales of medical supplies.
   f. Cigarettes.
   g. All direct sales to charitable organizational functions and activities, when billed to and paid by the charitable organization.
   h. All individual sales of $25.00 or less by charitable organizations in the conduct of events or sales to generate funds for charitable purposes; provided that the sales shall not be
conducted for more than three consecutive days or more than nine total days in any calendar year.

i. All direct sales to the United States government, the State, its departments or institutions, and the political subdivisions thereof in their governmental capacities only, when billed to and paid by the governmental entity.

j. All sales which the Town is prohibited from taxing under the Constitution or laws of the United States or of the State.

k. Tangible personal property sold to a public utility company or railroad doing business both inside and outside the Town, for use in its business operations outside the Town even though delivery thereof is made inside the Town.

l. Motor fuel upon which there has been accrued or paid either the gasoline tax or a special fuel tax, required by Article 27 of Title 39, C.R.S., and which is not subject to refund.

m. All wholesale sales.

n. Tangible personal property sold to a person engaged in manufacturing or processing for sale when the product being manufactured or processed is transformed in fact by the addition of the property and such property becomes a constituent part of the finished product.

o. Commercial packaging materials.

p. Napkins, straws or eating utensils sold to a retailer when the following conditions are met:
   1. The property is used in the consumption of food purchased;
   2. The cost of the property is included in the price of an item which is sold separately, rather than included in the price of a service; and
   3. The property is not returnable or intended for reuse.

q. Newsprint and printer's ink for use by publishers, newspapers and commercial printers.

r. Newspapers.

s. Tangible personal property sold for rental or leasing inventory, including but not limited to coin-operated devices, provided that such property is not otherwise used except for customer demonstration or display.

t. Labor sold with tangible personal property if such labor is stated separately on the invoice from the tangible personal property sold; except that manufacturing or fabricating or other processing labor shall not be exempt.

u. Tangible personal property sold through coin-operated devices for a price of $0.25 or less.

v. Food purchased with federal food stamps or with funds provided by the special supplemental food program for women, infants and children (42 U.S.C. § 1786), from retailers who qualify as:
   1. Retail food stores which primarily sell for home preparation and consumption and in which one or more staple food items make up more than 50 percent of eligible food sales. These stores shall include: full-line grocery stores; convenience stores; stores which sell meat, poultry or fish; stands which sell agricultural commodities;
farmers' markets; milk routes; bread routes; day-old bread stores; bakeries which sell bread; and nonprofit cooperative food-purchasing ventures which are properly licensed to sell food in the State and locality in which they are operating.

2. Firms whose primary business is not the sale of food for home preparation and consumption, but who have recognized grocery departments in which staple foods make up more than 50 percent of eligible food sales.

w. Meals purchased with federal food stamps or with funds provided by the special supplemental food program for women, children and infants (42 U.S.C. § 1786), in the following instances:

1. The meals are prepared for and served to residents of federally subsidized housing for the elderly; or are prepared for and served to persons who are 60 years of age or over or who receive supplemental security income benefits and their spouses, in senior citizen centers, apartment buildings occupied primarily by such persons, and public or private nonprofit establishments (eating or otherwise) that contract with the appropriate agency of the State to offer meals for such persons at concession prices.

2. The meals are prepared for and delivered to persons 60 years of age or over and persons who are physically or mentally handicapped or otherwise so disabled that they are unable adequately to prepare all of their meals, when such meals are prepared for and delivered to them (and their spouses) at their home by a public or private nonprofit establishment that contracts with the appropriate state agency to perform such services at concession prices.

3. The meals are prepared for and served to narcotics addicts or alcoholics as part of drug addiction or alcoholic treatment and rehabilitation programs.

4. The meals are prepared for and served to disabled or blind recipients of federal financial benefits under the Social Security Act who are residents in a public or private nonprofit group living arrangement that is certified for no more than 16 residents by the appropriate state agency or agencies under regulations issued under the Social Security Act.

5. The meals are prepared for and served to women and children temporarily residing in public or private nonprofit shelters for battered women and children.

x. Garage sales or yard sales in a residential area, not exceeding a consecutive three-day period nor a total of nine days per calendar year, but not including sales conducted by a professional or compensated agent of the owner of the items sold.

y. Sales by or on behalf of a youth group affiliated with or sponsored by a charitable organization, governmental entity or a school, other than a school held and conducted for private or corporate profit.

z. Lodging services are exempt when they apply to:

1. All sales made directly to charitable organizations in the conduct of their regular religious or charitable functions and activities, provided that such sales are paid for directly to the seller by draft or warrant drawn on the funds of the exempt organization.
2. All sales to the United States or the State, their departments, institutions or political subdivisions, which are acting in their governmental capacity, and all sales to the Town or its departments, provided that such sales are supported by requisition on official governmental purchase orders and paid for directly to the seller by draft or warrant drawn on the funds of that government entity.

(f) The sales tax shall not apply to the sale of tangible personal property at retail or the furnishing of services if the transaction already has been subject to a legally imposed sales or use tax of another statutory or home rule city and county, city or town equal to or in excess of the sales tax. A credit shall be granted against the sales tax equal in amount to the legally imposed local sales or use tax previously paid elsewhere by the purchaser or user. The amount of the credit shall not exceed the amount of the sales tax.

Sec. 4-3-40. - Use tax imposed.

(a) There is hereby imposed and there shall be paid and collected a use tax upon the privilege of using or consuming within the Town any motor and other vehicles, purchased at retail on which registration is required, such use tax to be in the amount of three percent (3%) of the retail cost thereof.

(b) Motor and other vehicle use tax collection. The use tax shall be applicable for every motor or other vehicle for which registration is required by state law. No registration shall be made of any motor or other vehicle for which registration is required, and no certificate of title shall be issued for such vehicle by the Colorado Department of Revenue or its authorized agents, until any use tax due upon the storage, use or consumption thereof has been paid. The use tax on motor or other vehicles shall be collected by the authorized agent of the Colorado Department of Revenue in Larimer County, pursuant to an agreement between the Town and the Director, execution of which is hereby authorized. The proceeds of the use tax on motor or other vehicles shall be paid by the Town periodically in accordance with the agreement authorized by Subsection (b) above.

(c) Exemptions. The use tax levied by Sec. 4-3-40 shall not apply to the following:

(1) To the storage, use or consumption of any tangible property the sale of which is subject to a retail sales tax imposed by the Town.

(2) To the storage, use or consumption of any tangible property purchased for resale in the Town, either in its original form or as an ingredient of a manufactured or compounded product, in the regular course of a business.

(3) To the storage, use or consumption of tangible personal property brought into the Town by a nonresident thereof for his or her own storage, use or consumption while temporarily within the Town; however, this exemption does not apply to the storage, use or consumption of tangible personal property brought into the State by a nonresident to be used in the conduct of a business in the State.

(4) To the storage, use or consumption of tangible personal property by the United States government or the State, or its institutions or political subdivisions, in their governmental
capacities only, or by religious or charitable corporations in the conduct of their regular religious or charitable functions.

(5) To the storage, use or consumption of tangible personal property by a person engaged in the business of manufacturing or compounding for sale, profit or use any article, substance or commodity, which tangible personal property enters into the processing of or becomes an ingredient or component part of the product or service which is manufactured, compounded or furnished and the container, label or the furnished shipping case thereof.

(6) To the storage, use or consumption of any article of tangible personal property the sale or use of which already has been subjected to a legally imposed sales or use tax of another statutory or home rule town, city or city and county equal to or in excess of the use tax. A credit shall be granted against the use tax with respect to a person's storage, use or consumption in the Town of tangible personal property purchased by him or her elsewhere. The amount of the credit shall be equal to the tax paid by him or her by reason of the imposition of a sales or use tax of another statutory or home rule town, city or city and county on his or her purchase or use of the property. The amount of the credit shall not exceed the amount of the use tax.

(7) To the storage, use or consumption of tangible personal property and household effects acquired outside of the Town and brought into it by a nonresident acquiring residency.

(8) To the storage or use of a motor vehicle if the owner is or was, at the time of purchase, a nonresident of the Town and he or she purchased the vehicle outside of the Town for use outside of the Town and actually so used it for a substantial and primary purpose for which it was acquired and he or she registered, titled and licensed said motor vehicle outside of the Town.

(9) To the storage, use or consumption of any construction and building materials and motor and other vehicles on which registration is required if a written contract for the purchase thereof was entered into prior to the effective date of the use tax.

(10) To the storage, use or consumption of any construction and building materials required or made necessary in the performance of any construction contract bid, let or entered into at any time prior to the effective date of the use tax.

Sec. 4-3-50. - Sales tax collection.

The tax to be collected as required by this Article shall be stated and charged separately from the purchase price and shown separately from the purchase price on any record thereof at the time the sale is made or at the time when evidence of the sale is issued or employed by the retailer; provided that, when added, such tax shall constitute a part of such price or charge, shall be a debt from the purchaser to the retailer until paid and shall be recoverable in law in the same manner as other debts. The tax shall be paid by the purchaser to the retailer, as trustee for, agent of and on account of the Town, and the retailer shall be liable for the collection thereof for and on account of the Town.

Sec. 4-3-60. - Deductions and credits.
(a) *Deductions from gross sales.* If included in reported gross sales, the following are deductible from gross sales:

1. Refunds. The price of admissions, accommodations, tangible personal property or taxable services returned by a purchaser when the price and the tax collected are refunded in cash or by credit.

2. Bad debts. Taxable sales which are found to be worthless and are actually and properly charged off as bad debts for federal income tax purposes. Any amount so deducted and subsequently collected by the taxpayer shall be subject to tax.

3. Interest and finance charges. The amount of interest or finance charges on credit extended in connection with any sale, provided that the interest and finance charges are separately stated from the price.

(b) *Credits from tax due.*

1. All licensed vendors shall be entitled as collection agent for the Town to withhold an amount equal to three and one-third percent of the total amount, with a maximum monthly vendor fee cap of $100.00, to be remitted by the vendor to the Town each month to cover the vendor's expense in the collection and remittance of the sales tax. Such vendor's fee shall be forfeited for any tax that is not reported and paid by the due date. Forfeiture of the vendor's fee shall be prima facie evidence that the taxpayer was in violation of this Article.

2. Amounts previously paid pursuant to a tax levied by the Town may be credited against the tax due on transactions or items when the present owner or user has previously paid a legally imposed sales tax on the transaction or item computed at the rate established by Section 4-3-20 of this Article.

Sec. 4-3-70. - Taxpayer (vendor and consumer) responsibilities.

(a) *Burden of proof of exemption.* The burden of proving that any vendor, retailer, consumer or purchaser is exempt from collecting or paying the tax upon any goods sold or purchased shall be on the vendor, retailer, consumer or purchaser under such reasonable requirements of proof as the Director may prescribe.

(b) *Director may require reports and records.* The Director may require any person, by regulation or notice served on such person, to make such return, render such statement, keep and furnish such records or make such information reports as the Director may deem sufficient to show whether or not such person is liable under this Article for payment or collection of the tax imposed herein.

(c) *Vendor responsibility for collection and payment of tax.* Every retailer or vendor engaged in business in the Town shall be liable and responsible for payment of an amount equivalent to the taxable sales multiplied by the rate as specified in Section 4-3-20 of this Article. It shall be a violation of this Article for any seller not to collect the sales tax levied by this Article. It shall also be a violation of this Article for any purchaser not to pay the sales tax levied by this Article or to pay the tax levied upon a sale where the status of exemption is disputed.

(d) *Vendor responsibility for remittance of tax.* The vendor shall add the tax as a separate and distinct item, and such tax shall be a debt from the consumer to the retailer and shall be recoverable at law in the same manner as other debts.
(e) **Excess tax.** No retailer shall retain any tax collected in excess of the tax computed, but shall report such excess collections on the return for the period in which it was collected and include it in the calculation of tax due.

(f) **Disputed tax.** When a dispute arises between a retailer and a purchaser who claims that the sale is exempt from the tax, the retailer shall collect and the purchaser shall pay such tax. The purchaser may then submit a claim for refund within 60 days of the date of the purchase. Any such tax refunded by the Town will be paid directly to the purchaser.

(g) **Refund allowed if exempt.** A refund shall be made, or a credit allowed, for the tax so paid under dispute by any purchaser who has an exemption under this Article; provided that such refund shall be made by the Director after compliance with the following conditions precedent: Applications for refund must be made within 60 days after the purchase of the goods whereon an exemption is claimed and must be supported by the affidavit of the purchaser accompanied by the original paid invoice or sales receipt and certificate issued by the seller; and be made upon such forms as shall be prescribed and furnished by the Director, which forms shall contain such information as the Director shall prescribe.

(h) **Refund disallowed.** Upon receipt of such application, the Director shall examine the same with all due speed and shall give notice to the applicant by order in writing of his or her decision thereon. Aggrieved applicants, within 15 days after such decision is sent, may petition the Director for a hearing on the claim in the manner provided in Section 4-3-120 of this Article.

(i) **Trust status of tax in possession of retailer.** All tax collected by a retailer shall be the property of the Town and remain public money in the hands of such retailer, who shall hold the same in trust for the sole use and benefit of the Town.

(j) **Timely payment evidence; computation of dates.**

   (1) Timely payment may be evidenced by the postmark date if mailed; otherwise, timely payment may be evidenced by the Town's validation date.

   (2) Any due date, payment date or deadline for paying tax due, paying the license renewal fee, providing information or taking other action which falls on a Saturday, Sunday or legal holiday recognized by either the federal government or the State shall be extended to the first business day following such weekend or holiday.

Sec. 4-3-80. - Tax returns; content, consolidation and reporting periods.

(a) **Tax return; content, form.** The returns to be filed by the taxpayer or the taxpayer's trustee, manager, officer or director shall contain such information and be completed in such manner and upon such forms as the Director may prescribe. When a return filed by a taxpayer does not include a signature, a correct Town account number or any other information required by the Director, the Director has the right to send back to the taxpayer the return and payment. The Director may consider an improperly filed return to be not filed with the Town.

(b) **Consolidation of returns.** A vendor doing business in two or more locations, whether inside or outside of the Town, who collects tax hereunder, may file a single return covering all such locations when accompanied by a supplemental schedule showing the gross sales and service and net taxable sales and service and taxes collected thereon for each such place or location.
(c) **Due date and reporting period.** Every taxpayer shall file a return, whether or not tax is due, to the Town on or before the twentieth day of the month following the end of the reporting period, and shall remit the amount of tax imposed by this Article. Unless otherwise required or approved, taxpayers shall file returns and pay taxes as follows:

1. A taxpayer whose monthly tax due to the Town is less than $15.00 may file returns and pay sales tax annually at the end of the calendar year.
2. A taxpayer who in any month has a monthly tax due to the Town of $15.00 but less than $300.00 may file returns and pay sales tax quarterly and continue to pay quarterly for the remainder of the year or until the monthly tax due reaches the level set forth in Paragraph (3) below.
3. A taxpayer who in any month has a monthly tax due of $300.00 or more shall file returns and pay tax monthly and continue to pay monthly for the remainder of the calendar year.
4. The reporting period for a final return shall end on the date of the transfer of ownership of the business, or the last day of business.
5. The reporting period for a temporary business shall end on the day the temporary location closes or special event concludes.
6. If any taxpayer who has been granted permission to file returns and pay tax other than on a monthly basis becomes delinquent, authorization for such alternate method of reporting may be revoked by the Director. Thereafter, following notice of such revocation, the taxpayer shall file returns and pay tax on a monthly basis. If the accounting methods regularly employed by the vendor or licensed consumer in the transaction of his or her business, or other conditions, are such that the returns made on a calendar-month basis will impose unnecessary hardship, the Director may, upon request of the vendor or licensed consumer, accept returns at such intervals as will, in his or her opinion, better suit the convenience of the taxpayer and will not jeopardize the collection of the tax.
7. No person shall make any false statements in connection with a return.

**Sec. 4-3-90. - Duties and powers of Director.**

The administration of this Article is hereby vested in the Director; and the administration of all other provisions of this Article and of the Town sales and use tax is hereby vested in and shall be exercised by the Director, who shall prescribe forms and formulate and promulgate, with the approval of the Town Manager, appropriate rules and regulations to effectuate the purpose of this Article, in conformity with this Article and subject to other provisions of law relating thereto, for the making of returns, for the ascertainment, assessment and collection of the taxes imposed and for the proper administration and enforcement thereof, and to provide uniform methods of adding the tax, or the average equivalent thereof, to the purchase price. The Director is authorized to delegate any duty or power to a subordinate unless otherwise provided herein.

**Sec. 4-3-100. - Director to examine returns.**

For the purpose of ascertaining the correctness of any return or for the purpose of making an estimate of the tax due from any taxpayer, the Director shall have the power to examine, or cause to be examined by an employee or agent for that purpose, any books, papers, records or memoranda bearing upon the matters required to be included in the return. Subject to the provisions of this Article, the
Director is authorized to prescribe the duties and powers of such officers, accountants, experts and other persons as may be necessary in the performance of his or her duty.

Sec. 4-3-110 - Record Keeping

Every person who is required to obtain a retail sales tax license to do business in the Town under this Article shall keep and preserve suitable records of all sales, purchases, leases and licenses to use, made by such person, and such other books or accounts as may be necessary to determine the amount of tax for the collection or payment of which such person is liable hereunder. It is the duty of every such person to keep and preserve all such books, invoices and other records for a period of three (3) years following the date the taxes were due to the Town. Such records shall be open for examination by the Director in connection with the administration and enforcement of this Article. If the taxpayer has filed a tax return for any period after the due date for that period, then the records for the period must be preserved for three (3) years after the date the return was filed. If the taxpayer has not filed a tax return for a reporting period, then the records must be preserved indefinitely. Failure to preserve records as required herein shall be an act of fraud against the Town and shall be subject to applicable penalties.

Sec. 4-3-120. - Audits.

(a) For the purpose of ascertaining the correct amount of the tax due from any taxpayer engaged in business in the Town, the Director may authorize any agent to conduct an audit by examining any relevant books, accounts, and records of such person. The taxpayer need not hold a license for an audit to be conducted, provided that the Director finds reasonable cause to believe taxes may be due to the Town for transactions involving the taxpayer.

(b) All of the taxpayer’s books, accounts and records shall be open at any time during regular business hours for examination by an authorized agent of the Director. If any taxpayer refuses to furnish voluntarily any of the following information when requested by the Director or authorized agent, the Director may issue a subpoena to require that the taxpayer or the taxpayer’s representative attend a hearing or produce any such books, accounts or records for examination.

(c) Any tax deficiency or overpayment ascertained through audit shall be computed by one (1) or more of the following methods or any other method as the agent of the Director deems appropriate:

(1) By identifying transactions on which the tax was not properly or accurately collected or paid.

(2) By identifying other irregularities in the calculation of tax due.

(3) By estimating taxes due based on the results of testing the taxpayer’s records on a statistical or other reasonable basis.

(d) Any charitable organization claiming exemption under this Article is subject to audit in the same manner as any other person engaged in business in the Town.

(e) The Town is authorized to audit the taxpayer's records for the thirty-six (36) calendar months preceding the month the taxpayer is notified that an audit is to be conducted. The audit period may
be extended by mutual agreement of the Town and the taxpayer. The ability to audit this thirty-six-month period shall not lapse due to the passage of time once the taxpayer has been notified of the audit period. If the taxpayer failed to file returns, then the Town shall have the right to audit indefinitely periods not filed. If returns are filed late, then the Town shall have the right to audit late returns for thirty-six (36) months following the month the return was filed.

(f) All taxpayer records shall be made available to the Town within a fifty-mile radius of the Town’s sales tax office. If the taxpayer does not wish to make records available within this area, then the Director may elect to assess the taxpayer for all expenses associated with sending auditors to the location selected by the taxpayer and for reasonable expenses, including food and lodging, incurred by the auditors during the period of the audit and until their return to the Town. Such liability shall become part of the final audit assessment and shall be treated as an unpaid sales or other tax.

(g) If the taxpayer does not provide files in an organized format; if the auditors must go through taxpayer files or boxes, in order to obtain records for audit; or if the taxpayer fails to provide information in a timely fashion, the Town shall be entitled to charge an hourly fee for time spent organizing, gathering or in any way assembling taxpayer records for audit. Such fee shall be determined by the Director, but in no event shall the fee exceed two and one-half (2.5) times the auditor's hourly salary.

Sec. 4-3-130. – Preservation of Tax reports and returns - confidentiality.

(a) **Town preservation of records.** All reports and returns of taxes received by the Department covered by this Article shall be preserved in accordance with the Town’s records retention policy.

(b) **Confidential nature of returns.** Except in accordance with judicial order, consent of the taxpayer or as otherwise provided by law, the Town shall not divulge or make known in any way financial information disclosed in any document, report or return filed in connection with any of the taxes covered by this Article. The officials charged with the custody of such documents, reports and returns shall not be required to produce them or evidence of anything contained in them in any action or proceeding in any court, except on behalf of the Director in an action or proceeding under the provisions of any such taxing or open record statutes when the report of facts shown thereby are directly involved in such action or proceeding, in either of which events the Court may require the production of, and may admit into evidence, so much of said reports, or of the facts shown thereby, as are pertinent to the action or proceeding, and no more.

(c) **Taxpayer request for records.** Nothing contained in this Section shall be construed to prohibit the delivery to a person or his or her duly authorized representative a copy of any return or report filed in connection with his or her tax. Such copies may be certified by the Director and, when so certified, shall be evidence equally with and in like manner as the originals and may be received by the courts of the State as evidence of the contents.

(d) **Publication of statistics.** Nothing in this Section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns and the items thereof, or the inspection and copying of any documents by the Town Attorney or other official representatives of the Town.
(e) **Records available to authorized jurisdictions.** Notwithstanding the provisions of this Section, the Director may furnish to the taxing officials of the State or its political subdivisions, any other state or its political subdivisions or the United States any information contained in any applicable, report, return or any other document if the recipient jurisdiction agrees with the Director to grant similar privileges to the Town and if such information is to be used by the jurisdiction only for tax-related purposes.

Sec. 4-3-140. - Notice by mail.

The taxpayer shall at all times have the burden of ensuring that his or her correct mailing address, email address and fax number are on file with the Director. In the event that a notice is sent to the taxpayer pursuant to this Article and said notice is not received by the taxpayer through no fault of the Town, or the notice is returned by the post office as undeliverable or rejected by the taxpayer, such notice shall be deemed given on the date mailed and the Town shall have no further obligation to complete service of the notice.

Sec. 4-3-150. - Hearings and appeals.

(a) **Request for hearing.** Any taxpayer may request a formal or informal hearing on any proposed tax by reason of notice of final determination; assessment and demand for payment, or by reason of denial of his or her claim for refund, by application to the Director within 15 days of the date that a notice of deficiency, assessment or denial of refund is sent by the Director. The request for hearing shall set forth the taxpayer's reasons for and the amount of the requested changes in the deficiency, assessment or denial of refund.

(b) **Hearing time and place.** The Director shall notify the taxpayer in writing of the time and place for such hearing 30 days prior thereto, unless the taxpayer requests a shorter notice or an extension of time. In no event shall the hearing be held more than 60 days after the Director's receipt of the request for a hearing. The Director shall notify the taxpayer in writing of the time and place of such hearing.

(c) **Informal hearing.** If the taxpayer elects to participate in an informal hearing, which hearing must be held within 30 days of the Director's receipt of the taxpayer's request for a hearing, additional informal hearings shall not be permitted except at the discretion of the Director. Informal hearings shall be conducted in any manner acceptable to the taxpayer and the Director with the purpose of settling the outstanding issues between the parties. If no settlement is reached, the taxpayer must request, in writing, a formal hearing on the record within 15 days after the informal hearing, and the Director shall give notice of the formal hearing pursuant to Subsection (b) above. If the taxpayer fails to request a formal hearing, all further rights to a hearing and appeal are waived and the taxpayer shall be bound by the notice of final determination; assessment and demand for payment or final denial of refund.

(d) **Director to conduct formal hearing.** The hearing shall be held before the Director or a hearing officer designated by the Director. At the hearing, the taxpayer may assert any facts or make any arguments and file any briefs and affidavits he or she believes are pertinent to his or her case. The taxpayer shall be notified of the name of the hearing officer 15 days before the hearing date, and any objection by the taxpayer to the hearing officer shall be filed in writing at least 48 hours prior to the hearing. All reasonable costs to the Town for a hearing officer must be paid by the taxpayer requesting the formal hearing when the hearing officer determines no change in the tax due.
(e) **Hearing based on written brief.** The taxpayer may also file a written brief and such other written materials or documents as he or she shall deem appropriate and may request that the Director reconsider the deficiency without a hearing. The Director shall proceed to reconsider the deficiency in the same manner as if the written material submitted had been presented at a hearing pursuant to this Section. The submission of written material shall be considered for all purposes the same as a request for and submission of the material at a hearing. The Town staff and/or agents shall be permitted to respond in writing to the submittals of the taxpayer. Rebuttal submissions may be permitted at the discretion of the Director.

(f) **Time limitation on request for hearing.** After the expiration of 15 days from the date that the notice of final determination, assessment and demand for payment or denial of refund is sent, if the tax has not been paid or if no request for hearing has been requested or no written brief has been filed by the taxpayer, then the notice of final determination, assessment and demand for payment previously mailed, faxed or emailed shall constitute a final assessment of the amount of the tax specified, together with interest and penalty, or shall constitute a final denial of refund, as the case may be. The Director may promptly take necessary steps to collect all amounts owed. The taxpayer shall have no further right to a hearing, trial or appeal on the facts of the case.

(g) **Director may adjust tax under question.** Based on the evidence presented at any hearing or filed in support of the taxpayer's contentions, the Director may modify or abate in part or in full the tax and the interest and penalty related to such tax questioned at the hearing, or may approve a refund.

(h) **Formal hearing determination notices.** After a formal hearing, upon rejection, in whole or in part, of the claim for refund or upon the finding by the Director that, on hearing the evidence, a valid assessment in whole or in part has been made against the taxpayer, the Director shall send a hearing determination notice to the taxpayer, setting forth the amount of claim for refund denied or the amount of deficiency assessment of taxes found due, stating therein the grounds for allowance or rejection in whole or in part.

(i) **Tax due date after hearing.** Unless an appeal is taken as provided in this Article, the tax, together with interest thereon and penalties, if any, shall be paid within 30 days after the hearing determination notice is sent by the Director to the taxpayer.

(j) **Appeals.** The taxpayer may appeal the hearing determination notice of the Director issued pursuant to this Section within 30 days of the date that such determination is sent by the Director. Such appeal shall be conducted pursuant to the terms of Rule 106(a)(4) of the Colorado Rules of Civil Procedure or by the method of appeals set forth in Section 29-2-106, C.R.S.

Sec. 4-3-160. - Refund of excess taxes.

(a) **Overpayment of tax.** Whenever the Director discovers from the examination of a return or pursuant to an audit of a taxpayer's records that the taxpayer has overpaid taxes due the Town, the Director shall issue a warrant for payment of the excess taxes to the taxpayer, unless the overpayment is applied to offset other taxes due. The Director shall keep a duplicate of said warrant and a statement which sets forth the reason why such refund was ordered. If the refund totals less than $15.00, the refund amount shall be credited to the taxpayer's tax account unless the taxpayer requests payment of the refund.

(b) **Taxpayer's discovery of overpayment of tax.** A taxpayer may apply for a refund of payment of excess taxes within 60 days after discovery of the overpayment. The Director may deny such refund if he or she finds that the taxpayer did or reasonably should have discovered the overpayment more
than 60 days prior to the date of the application for a refund. The taxpayer may petition the Director for a hearing on the claim in the manner provided in Section 4-3-120 above within 15 days after the Director's denial of refund is sent to the taxpayer.

(c) Statute of limitations. With the exception of a written document that tolls the running of the statute of limitations, no refund shall be allowed or paid under any circumstances more than three years after the Town's receipt of sales or use taxes in question.

(d) Refund to offset previous tax due. Whenever it is established that any taxpayer has, for any period, overpaid a tax imposed by this Article and that there is an unpaid balance of tax and interest accrued according to the records of the Director, owing by such taxpayer for any other period, so much of the overpayment of tax plus interest allowable thereon as does not exceed the amount of such unpaid balance shall be credited thereto and any excess of the overpayment shall be refunded.

(e) Refund of overpayment of taxes paid by estimated payment basis. Application for refund by contractors prepaying on an estimated percentage payment basis, or actual tax basis, shall be made within three years after the date of the certificate of occupancy or date of purchase, whichever is sooner. The Director may require data to accompany the application and may require an audit to be done before the refund is paid.

(f) Refunds not assignable. The right of any person to a refund under this Article shall not be assignable, and such application for refund must be made by the same person who purchased the goods and paid the tax thereon as shown in the invoice of the sale thereof, except as provided in Subsection (i) below. The Director may, upon receiving a properly executed release of claim from the taxpayer and evidence to substantiate that the tax was remitted in error to another municipality, issue a joint refund check in the name of the taxpayer and the municipality, provided that the municipality has entered into an agreement to grant similar privileges to the Town.

(g) Notification. When it is determined by the Director that sales and use tax owed to the Town has been reported and paid to another municipality, the Town shall promptly notify the vendor that taxes are being improperly collected and remitted and that, as of the date of the notice, the vendor must cease improper tax collections and remittances.

(h) Written claim. The Town may make a written claim for recovery directly to the municipality that received tax and/or penalty and interest owed to the Town or, in the alternative, may institute procedures for collection of the tax from the taxpayer or vendor. The decision to make a claim for recovery lies in the sole discretion of the Town. Any claim for recovery shall include a properly executed release of claim from the taxpayer and/or vendor, releasing his or her claim to the taxes paid to the wrong municipality, evidence to substantiate the claim and a request that the municipality approve or deny, in whole or in part, the claim within 90 days of its receipt. The municipality to which the Town submits a claim for recovery may, for good cause, request an extension of time to investigate the claim, and approval of such extension by the Town shall not unreasonably withheld.

(i) Review. Within 90 days after receipt of a claim for recovery, the Town shall verify to its satisfaction whether or not all or a portion of the tax claimed was improperly received and shall notify the municipality submitting the claim in writing that the claim is either approved or denied in whole or in part, including the reasons for the decision. If the claim is approved in whole or in part, the Town shall remit the undisputed amount to the municipality submitting the claim within 30 days of
approval. If a claim is submitted jointly by a municipality and a vendor or taxpayer, the check shall be made to the parties jointly. Denial of a claim of recovery may only be made for good cause.

(j) **Denial of claim.** The Town may deny a claim on the grounds that it has previously paid a claim for recovery arising out of an audit of the same taxpayer.

(k) **Period of claim.** The period subject to a claim for recovery shall be limited to the 36-month period prior to the date the municipality that was wrongly paid the tax receives the claim for recovery. This period may be extended only if a written document was approved by the Director and taxpayer to toll the running of this 36-month period.

Sec. 4-3-170. - Joint sales and use tax collection, administration and enforcement.

The Town may enter into an intergovernmental agreement with another town, city or county for the joint collection, administration and enforcement of sales tax, use tax or both sales and use taxes.

Sec. 4-3-180. - Assessment, penalties and interest.

(a) **Assessment.** Subsection (b) below shall apply if the Director determines that any person, taxpayer or vendor has failed, neglected or refused:

(1) To collect all taxes due;
(2) To make a return and pay all taxes due;
(3) To remit the proper amount of tax due;
(4) To pay in full all taxes due because of negligence or fraud or on a regular basis; or
(5) To remit taxes due pursuant to an audit, special assessment or special audit assessment.

(b) **Assessment notice and due date.** Penalties and interest shall be assessed, and the Director shall give to the delinquent person, taxpayer or vendor a written notice of final determination; assessment and demand for payment, which notice shall state the full amount of taxes, penalties and interest due and shall be served personally, by mail or by email, which assessment of deficiency amount will be due and payable within 15 days of the date that such notice is sent by the Director.

(c) **Estimated assessment.** If the Director is unable to audit the records of a taxpayer, either due to the taxpayer's refusal or lack of cooperation, due to time constraints or due to other reasons which the Director may reasonably determine, the Director shall make an estimate based upon such information as may be available and shall issue an assessment as provided herein. If a person, taxpayer or vendor neglects or refuses to make a return, the Director shall make an estimate, based upon such information as may be available, of the taxes due for the period for which such person is delinquent.

(d) **Failure to file penalty.** If a person, taxpayer or vendor neglects or refuses to make a return as required in this Article or fails to pay any sales or use tax as required in this Article, and/or unless the taxpayer shows that his or her failure to comply fully with this Article is due to reasonable cause, which the taxpayer may prove in a hearing requested pursuant to this Article, the Director shall make an estimate, based upon such information as may be available, of the amount of taxes due for the period for which the taxpayer is delinquent and shall add thereto a penalty equal to the greater of the sum of $10.00 or ten percent thereof, and interest on such delinquent taxes at the rate of one percent per month from the date when due.
(e) **Mathematical error on tax returns.** In the event that the amount of tax is understated on the taxpayer's return due to a mathematical error, the Director shall notify the taxpayer by written notice of final determination, assessment and demand for payment of the amount of tax in excess of that shown in the return which is due and has been assessed. The taxpayer shall have no right of protest or appeal as in the matter of other assessments, but shall pay the tax due and assessed or file an amended return to show the true amount of tax due within 15 days of the date that such assessment is sent by the Director.

(f) **Penalty for fraud.** If any deficiency in taxes paid is due to fraud with the intent to evade the tax, there shall be added, instead of the penalty prescribed in Subsection (d) above, a penalty of 100 percent of the total amount of the deficiency to the assessment required by Subsection (a) above. Interest on such deficiency shall accrue and be collected at a rate of one percent per month on the amount of such deficiency from the date the return was due.

(g) **Special penalty for repeated enforcement.** In an assessment issued to a person, vendor or taxpayer against whom enforcement proceedings have been commenced in the past, a special penalty, in addition to all others provided in this Article, shall also be assessed. This special penalty shall be equal to the greater of $250.00 or 25 percent of the tax deficiency. For purposes of this Subsection, *enforcement proceedings* means:

1. Issuance of a distraint warrant;
2. Filing of a lawsuit in the district or county court; or
3. Three occurrences of the revocation of the person's, vendor's or taxpayer's license by the Director, issuance of a summons to Municipal Court for the nonpayment of taxes, or a combination of revocations and summonses.

(h) **Director may waive penalty.** The Director is hereby authorized to waive, for good cause shown, any penalty assessed as provided in this Article. Interest imposed in excess of nine percent per annum shall be deemed a penalty. If the Director finds that a taxpayer has, in good faith, paid tax to a vendor, the Director is hereby authorized to abate the interest and penalty in its entirety.

(i) **Interest and penalty assessment.** Interest and penalties ascribed under this Article shall be paid upon notice and demand and shall be assessed, collected and paid in the same manner as the tax to which it is applicable. If any portion of a tax is satisfied by credit of an overpayment, no interest or penalty shall be imposed under this Section on the portion of the tax so satisfied.

Sec. 4-3-190. - Lien on assets.

(a) If any person fails to pay the **sales tax** within 15 days after it is due, the Director shall issue a notice setting forth the name of the taxpayer, the amount of the sales tax owed, the date of the accrual thereof and that the Town claims a first and prior lien therefor on any and all assets owned by the taxpayer, except as to preexisting liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser, which right has attached prior to the filing of the notice as hereinafter provided. The notice shall be on forms prepared by the Director and, when filed in the office of the clerk and recorder of any county in the State in which the taxpayer owns real or personal property, such notice shall create a lien as aforesaid on such property in that county and constitute a notice thereof.

(b) If any person fails to pay the **use tax** within ten days after it is due, the Director shall issue a notice setting forth the name of the taxpayer, the amount of the use tax owed and the date of the accrual thereof, and that the Town claims a first and prior lien therefor on the personal property of the
taxpayer, except as to preexisting liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser, which right has attached prior to the filing of the notice as hereinafter provided. The notice shall be on forms prepared by the Director and, when filed in the office of the clerk and recorder of any county in the State in which the taxpayer owns personal property, such notice shall create a lien as aforesaid on such property in that county and constitute a notice thereof.

Sec. 4-3-200. - Amendments.

Except as to the sales tax and use tax rate provided for in this Chapter and the items taxed and exempted from the sales tax and use tax hereunder, the Town Council may amend, alter, delete or change the provisions of Article 3 and Article 4 of this Chapter by the adoption of an amending ordinance in accordance with law. Such amendment, alteration, deletion, or change need not be submitted to the electors of the Town for their approval.

CHAPTER 4 – Revenue and Finance

ARTICLE 4 - Use Tax on Building Materials

Sec. 4-4-10. - Definitions.

For the purposes of this Article, the following terms shall have the following meanings:

**Construction Materials** means tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a structure or project including public and private improvements. Construction Materials include, but are not limited to, such things as: asphalt, bricks, builders' hardware, caulking material, cement, concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and cooling equipment, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster, plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting, steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wall board, wall coping, wallpaper, weather stripping, wire netting and screen, water mains and meters, and wood preserver. The above materials, when used for forms, or other items which do not remain as an integral and inseparable part of completed structure or project are not construction materials.

**Consumption** means the normal use of property for the purposes for which it was intended. Consumption includes waste or destruction.

**Cost of construction** means the total cost of constructing a building or other structure, exclusive of the cost of the land.

**Director** means the Finance Director of the Town as defined in Section 4-3-20 of this Chapter.

**Person** means any individual, firm, partnership, joint venture, corporation, limited liability company, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit.
**Purchase price** means the aggregate value measured in currency paid or delivered or promised to be paid or delivered in consummation of a sale, without any discount from the price on account of the cost of materials used, labor or service cost, and exclusive of any direct tax imposed by the federal government or by this article, and, in the case of all retail sales involving the exchange of property, also exclusive of the fair market value of the property exchanged at the same time and place of the exchange, if: (1) Such exchanged property is to be sold thereafter in the usual course of the retailer's business, or (2) Such exchanged property is a vehicle and is exchanged for another vehicle and both vehicles are subject to licensing, registration, or certification under the laws of this state, including, but not limited to, vehicles operating upon public highways, off-highway recreation vehicles, watercraft, and aircraft. Any money or other consideration paid over and above the value of the exchanged property is subject to tax.

Price or Purchase Price includes:

1. The amount of money received or due in cash and credits.
2. Property at fair market value taken in exchange but not for resale in the usual course of the retailer's business.
3. Any consideration valued in money, whereby the manufacturer or someone else reimburses the retailer for part of the purchase price and other media of exchange.
4. The total price charged on credit sales including finance charges which are not separately stated at the time of sale. An amount charged as interest on the unpaid balance of the purchase price is not part of the purchase price unless the amount added to the purchase price is included in the principal amount of a promissory note; except the interest or carrying charge set out separately from the unpaid balance of the purchase price on the face of the note is not part of the purchase price. An amount charged for insurance on the property sold and separately stated at the time of sale is not part of the purchase price.
5. Installation, applying, remodeling or repairing the property, delivery and wheeling-in charges included in the purchase price and not separately stated.
6. Transportation and other charges to effect delivery of tangible personal property to the purchaser.
7. Indirect federal manufacturers' excise taxes, such as taxes on automobiles, tires and floor stock.
8. The gross purchase price of articles sold after manufacturing or after having been made to order, including the gross value of all the materials used, labor and service performed and the profit thereon.

Price or Purchase Price shall not include:

1. Any sales or use tax imposed by the State of Colorado or by any political subdivision thereof.
2. The fair market value of property exchanged if such property is to be sold thereafter in the retailers’ usual course of business. This is not limited to exchanges in Colorado. Out of state trade-ins are an allowable adjustment to the purchase price.
3. Discounts from the original price if such discount and the corresponding decrease in sales tax due is actually passed on to the purchaser, and the seller is not reimbursed for the discount by the manufacturer or someone else. An anticipated discount to be allowed for payment on or before a given date is not an allowable adjustment to the price in reporting gross sales.

**Taxpayer** means the person obligation to pay the use tax imposed by this Article.
*Use* means the exercise, for any length of time by any person within the City of any right, power or dominion over tangible personal property or services when rented, leased or purchased at retail from sources either within or without the City from any person or vendor or used in the performance of a contract in the City whether such tangible personal property is owned or not owned by the taxpayer. Use also includes the withdrawal of items from inventory for consumption.

Sec. 4-4-20. Imposed.

There is hereby imposed and there shall be paid and collected a use tax upon the privilege of using or consuming within the Town any construction and building materials purchased at retail. The tax shall be payable to the Town by any person who builds, constructs or improves any building or structure within the Town. The tax shall be in an amount equal to three percent (3%) of the purchase price paid for building materials by the person who builds, constructs, or improves any building or structure in the Town.

Sec. 4-4-30. Payment of estimated tax.

An estimate of the amount of tax payable pursuant to Section 4-4-30 shall be payable by the taxpayer prior to the issuance of any building permit for the construction or improvement of any building or other structure. The estimated amount shall be three percent (3%) of fifty percent (50%) of the cost of construction or improvement of the building or other structure. The cost of construction or improvement shall be determined by the Director upon receipt of an application for a building permit, and shall be indicated by the Town on the building permit. A receipt for the use taxes paid will be provided and should be presented upon purchase of construction materials so that the applicant will not be double-taxed for use taxes and sales taxes.

Sec. 4-4-40. Receipt for payment of estimated tax.

When the tax is paid, the Director shall issue a receipt to the taxpayer. The receipt shall indicate the building permit number and the property to which the building permit relates. No Town sales tax shall be payable with respect to purchases of building materials for which the use tax has been paid. Upon presentation by the taxpayer of a receipt for payment of the use tax, a retailer or vendor shall not collect the Town’s sales tax with respect to purchases of building materials for which the use tax has been paid.

Sec. 4-4-50. Payment required prior to building permit issuance.

No building permit shall issue until any estimated use tax payable pursuant to Section 4-4-30 has been paid.

Sec. 4-4-60. - Deficiency notice.

(a) If the Director believes that the amount of estimated tax paid pursuant to Section 4-4-30 is less than three percent (3%) of the purchase price paid for the building materials, the Director may, within thirty-six (36) months after the issuance of a certificate of occupancy for the building or other structure into which the building materials were incorporated, make a determination as to the amount of additional tax due. Within such thirty-six-month period, the Director shall mail by
certified mail a deficiency notice to the taxpayer of the amount of additional tax, penalty and interest due. The notice shall include a demand for payment of the tax. The deficiency notice shall contain notification, in clear and conspicuous type, that the taxpayer has the right to elect a hearing on the deficiency pursuant to Section 29-2-106(3), C.R.S.

(b) The mailing of the deficiency notice shall constitute an assessment and the assessment shall become final, due and payable after ten (10) days from the date of the mailing of the notice and demand unless, within that ten-day period, the taxpayer files with the Director a written request for a hearing to revise, modify or cancel the assessment. The request must state the reasons for the requested revision, modification or cancellation. The request shall be heard and determined by the Director in accordance with Section 4-4-80.

Sec. 4-4-70. - Refund requests.

If the taxpayer believes that the amount of estimated tax paid pursuant to Section 4-4-30 is more than three percent (3%) of the purchase price paid for the building materials, he or she may, within the time limitations established in Section 4-4-180, file with the Director a written request for refund of the amount of estimated tax paid in excess of three percent (3%) of the purchase price paid for the building materials. In the event the request for refund is denied, the taxpayer may request a hearing. Any request by the taxpayer for a hearing shall be heard and determined by the Director in accordance with Section 4-4-80.

Sec. 4-4-80. - Hearing procedure; final determination; appeal.

(a) If the Director receives a request pursuant to Subsection 4-4-60(b) for a hearing to revise, modify or cancel the assessment, or if the Director receives, pursuant to Section 4-4-70, a request for refund, the Director shall schedule a hearing on the request. Notice of the time and place of the hearing shall be mailed by certified mail to the taxpayer at least fifteen (15) days prior to the date of the hearing. The Director shall have the authority to issue subpoenas to compel the attendance of witnesses. Such hearing shall be informal and no transcript, rules of evidence or filing of briefs shall be required; however, the taxpayer may elect to submit a brief, in which case the Town may submit a brief. The burden shall be on the taxpayer to prove by a preponderance of the evidence that the taxpayer is entitled to a revision, modification or cancellation of the assessment or that the taxpayer is entitled to the requested refund. The Director shall hold such hearing and issue the final decision thereon within ninety (90) days after the Town's receipt of the taxpayer's request therefor; however, the Town may extend such period if the delay in holding the hearing or issuing the decision thereon was occasioned by the taxpayer. In any such event, the Director shall hold such hearing and issue the decision thereon within one hundred eighty (180) days of the taxpayer's written request therefor. The decision shall be sent by regular mail to the taxpayer. If the Director determines that any tax is due, the tax shall be due and payable as of the date the Director mails the decision to the taxpayer.

(b) State hearing.

(1) If a taxpayer has exhausted Town remedies, the taxpayer may either request a state hearing on such deficiency notice or claim for refund or appeal to the District Court.

(2) As used in this Section, the term state hearing means a hearing before the Executive Director of the Department of Revenue or delegate thereof as provided in Section 29-2-106.1(3), C.R.S.
(c) A request for a state hearing shall be made within thirty (30) days after the taxpayer's exhaustion of Town remedies. The taxpayer shall have no right to such hearing if the taxpayer has not exhausted Town remedies or if the taxpayer fails to request such hearing within the time period provided for in this Subsection. For purposes of this Section, exhaustion of City remedies means:

(1) The taxpayer has timely requested in writing a hearing before the Director and the Director has held the hearing and issued a final decision thereon; or

(2) The taxpayer has timely requested in writing a hearing before the Director and the Director has failed to hold such hearing or has failed to issue a final decision thereon within the time periods prescribed in Subsection (a) hereof.

(d) An appeal directly to the District Court of the County shall be made within thirty (30) days after the taxpayer's exhaustion of Town remedies. Before commencing an action in District Court, the taxpayer shall file with the Director a bond in the form set forth in Subsection (g) hereof. The taxpayer shall have no right to such appeal if the taxpayer has not exhausted Town remedies, fails to request such appeal within the time period provided for in this Subsection or fails to post the bond required by this Subsection.

(e) If the taxpayer appeals to District Court the decision rendered by the Executive Director of the Colorado Department of Revenue or his or her delegate as a result of the state hearing, the taxpayer shall file a bond with the Director in the form set forth in Subsection (g) hereof, unless payment of the tax or the posting of a bond was previously required, in which case such previous payment or posting shall continue in effect. The taxpayer shall have no right to such appeal unless such bond has been posted.

(f) If the Town reasonably finds that collection of the tax will be jeopardized by delay, or if the taxpayer requests a postponement of either the hearing before the Town or the state hearing, other than on account of a death, physical illness or injury, or catastrophe which substantially impairs the taxpayer's ability to present the taxpayer's case, the taxpayer shall, prior to the hearing before the Town or the State, file with the Director a bond in the form set forth in Subsection (g) hereof.

(g) If the taxpayer is required by this Article to file a bond with the Director, the bond shall be in the form of a surety bond in twice the amount of the taxes, interest and other charges stated in the deficiency notice or final determination and which are contested by the taxpayer. The taxpayer may, at the taxpayer's option, satisfy the surety bond requirement by the assignment to the Town of a savings account or deposit in, or a certificate of deposit issued by, a state or national bank or by a state or federal savings and loan association, in accordance with Section 11-35-101(1), C.R.S., equal to twice the amount of the taxes, interest and other charges stated in the deficiency notice or final determination. The taxpayer may, at the taxpayer's option, deposit the disputed amount with the Director in lieu of posting a surety bond. If such amount is so deposited, no further interest shall accrue on the deficiency contested during the pendency of the action. At the conclusion of the action, after appeal to the Supreme Court or the Court of Appeals, or after the time for such appeal has expired, the funds deposited shall be, at the direction of the court, or the Town Council if the matter has not been appealed to a court, either retained by the Director and applied against the deficiency or returned in whole or in part to the taxpayer with interest at the rate imposed under Section 4-4-110. No claim for refund of amounts deposited with the Director need be made by the taxpayer in order for such amounts to be repaid in accordance with the direction of the court or of the Town Council.
If the Town reasonably finds that the collection of the use tax will be jeopardized by delay, the Town may utilize the procedures set forth in Section 39-21-111, C.R.S.

Sec. 4-4-90. - Amount of estimated tax paid to be amount of use tax payable.

Unless additional tax is assessed pursuant to Section 4-4-60, or unless a request for refund is filed pursuant to Section 4-4-70, the amount of estimated tax paid pursuant to Section 4-4-30 shall be the amount of tax due and payable under Section 4-4-20.

Sec. 4-4-100. - Exemptions and credits.

(a) The following are exempt from taxation under this Article:

(1) The use or consumption of building materials with respect to which the taxpayer has paid the retail sales tax imposed by Article 3 of this Chapter. (2) The use or consumption of building materials by the United States government, the State, its departments and institutions, and the political subdivisions thereof.

(3) The use or consumption of building materials by religious, charitable and eleemosynary organizations when used or consumed by said organizations in the conduct of their regular charitable functions and activities.

(4) The use or consumption by a contractor or subcontractor of building materials for the construction, alteration, repair or maintenance of streets, roads, buildings, and other structures owned and used by:

   a. The United States government, the State, its departments and institutions, and the political subdivisions thereof.

   b. Religious, charitable and eleemosynary organizations in the conduct of their regular charitable functions and activities.

(b) The sales or use tax shall not apply to the use or consumption of building materials, the sale or use of which has already been subject to a sales or use tax of another statutory or home rule municipality legally imposed on the purchaser or user equal to or in excess of three percent (3%). A credit shall be given against the use tax with respect to the purchaser's or user's use or consumption in the Town of the building materials, the amount of the credit to equal the tax paid by such purchaser or user by reason of the imposition of the sales or use tax on the other statutory or home rule municipality on his or her purchase or use of the building materials. The amount of the credit shall not exceed three percent (3%).

Sec. 4-4-110. - Interest and penalties.

(a) If any amount of use tax is not paid on or before the last date prescribed for payment, interest on such amount at the rate imposed under Subsection (h) hereof shall be paid for the period from such last date to the date paid. The last date prescribed for payment shall be determined without regard to any extension of time for payment and shall be determined without regard to any notice and demand for payment issued, by reason of jeopardy, prior to the last date otherwise prescribed for such payment. In the case of a tax for which the last date for payment is not otherwise prescribed, the last date for payment shall be deemed to be the date liability for the tax arises, and in no event shall it be later than the date that written notice and demand for payment of the tax is made by the Director.
(b) If any part of the deficiency in payment of the use tax is due to negligence or intentional disregard of this Article or of authorized rules and regulations of the Town with knowledge thereof, but without intent to defraud, there shall be added to the amount owed a penalty of ten percent (10%) of the total amount of the deficiency. Penalty interest in such case shall be collected at the rate imposed under Subsection (h), in addition to the interest provided by Subsection (a) hereof, on the amount of the deficiency from the time the return was due, from the person required to file the return, which penalty and interest shall become due and payable ten (10) days after written notice and demand for payment is given to such person by the Director. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added to the amount owed a penalty of one hundred percent (100%) of the total amount of the deficiency. In such case, the whole amount of the tax unpaid, including the penalty, shall become due and payable ten (10) days after written notice and demand for payment is given to such person by the Director, and an additional three percent (3%) per month on such amount shall be added from the date the return was due until paid.

(c) If a person neglects or refuses to make a return in payment of the use tax or to pay any use tax as required, the Director shall make an estimate, based upon such information as may be available, of the amount of taxes due for the period for which the taxpayer is delinquent, and shall add thereto a penalty equal to ten percent (10%) thereof and interest on such delinquent taxes at the rate imposed under Subsection (h) hereof, plus one-half of one percent (0.5%) per month from the date when due.

(d) Any use tax due and unpaid shall be a debt to the Town, and shall draw penalty interest at the rate imposed under Subsection (h) hereof, in addition to the interest provided by Subsection (a) hereof, from the time when due until paid.

(e) Interest prescribed under Subsections (a) through (d) hereof shall be paid upon notice and demand and shall be assessed, collected and paid in the same manner as the use tax to which it is applicable.

(f) If any portion of a use tax is satisfied by credit of an overpayment, then no interest shall be imposed on the portion of the use tax so satisfied for any period during which, if the period had not been made, interest would have been allowed with respect to such overpayment.

(g) Interest prescribed under Subsections (a) through (d) hereof on any use tax may be assessed and collected at any time during the period within which the tax to which such interest relates may be assessed and collected.

(h) When interest is required or permitted to be charged under any provisions of Subsections (a) through (d) hereof, the annual rate of interest shall be that established by the State Commissioner of Banking pursuant to Section 39-21-110.5, C.R.S.

(i) Nothing in Subsections (a) through (d) hereof shall preclude the Town from utilizing any other applicable penalties or remedies for the collection or enforcement of the use tax.

Sec. 4-4-120. - Duty to keep books and records.

Every person subject to the payment of the tax imposed by this Article shall keep, for a period of three (3) years following the date the tax was due and payable, records of all purchases made by him or her of building materials used or consumed in the construction or improvement of any building or structure in the Town. Such records shall be in a form which enables the Director to determine the amount of tax payable under this Article. The records shall be open for examination at any reasonable time by the Director. If the records, or any part thereof, are kept outside the Town, the person subject to the tax imposed by this Article shall, upon request by the Director, make such records available for
inspection by the Director at a suitable place within the Town to be designated by the Director. The Director may examine such records at a place outside the Town, provided that the taxpayer agrees to reimburse the Town for all costs and expenses incurred by the director in the inspection of such records outside the Town.

Sec. 4-4-130. - Lien.

The tax imposed by Section 4-4-20, together with accrued interest, shall be a first and prior lien on any real property into which the building materials are incorporated, subject only to any valid deed of trust, mortgage or other lien of record on the date of the filing with the County Clerk and Recorder of the notice of lien provided in Section 4-4-140.

Sec. 4-4-140. - Notice of lien.

If the tax imposed by Section 4-4-20 is not paid when due, the Director may issue a notice setting forth the name of the taxpayer, the amount of the tax and any accrued interest, and stating that the Town claims a first and prior lien in the amount of the tax and accrued interest on the real property into which the building materials subject to the tax were incorporated. Such notice shall be in the form prescribed by the Director, shall be verified by him or her, and may be filed with the County Clerk and Recorder. The filing of such notice of lien shall constitute notice thereof.

Sec. 4-4-150. - Foreclosure.

The lien provided in Sections 4-4-130 and 4-4-140 may be foreclosed by the Town in accordance with the statutory procedures for the foreclosure of mortgages on real property.

Sec. 4-4-160. - Release of lien.

Upon payment in full of the use tax and accrued interest, the Director shall execute a release of the lien provided in Sections 4-4-130 and 4-4-140. The release shall be in the form prescribed by the Director and shall be verified by him or her. The execution of such release by the Director shall terminate such lien, and such release may be filed by the taxpayer with the County Clerk and Recorder to give notice of the release of the lien.

Sec. 4-4-170. - Tax constitutes debt.

The tax imposed by Section 4-4-20 and any accrued interest thereon shall constitute a debt payable by the taxpayer to the Town, and the Town may file suit in the appropriate state court to collect such debt.

Sec. 4-4-180. - Limitations.

(a) The use tax shall not be imposed with respect to the use or consumption of building materials within the Town which occurs more than three (3) years after the most recent sale of the building materials if, within the three (3) years following such sale, the building materials have been significantly used within the State for the principal purpose for which they were purchased.

(b) No use tax, or interest thereon or penalties with respect thereto, shall be assessed, nor shall any notice of lien be filed, distraint warrant issued or suit for collection be instituted; nor shall any other action to collect the same be commenced, more than three (3) years after the date on which the tax was or is payable; nor shall any lien continue after such period, except for taxes assessed before the expiration of such period, notice of lien with respect to which has been filed prior to the expiration of such period, in which case such lien shall continue only for one (1) year after the filing of notice thereof. Before the expiration of a period of limitation, the taxpayer and the Director may agree in
writing to an extension thereof, and the period so agreed on may be extended by subsequent agreements in writing.

(c) In the case of failure to file a return or the filing of a false or fraudulent return with intent to evade tax, the use tax, together with penalties and interest thereon, may be assessed and collected at any time.

(d) An application for refund of use tax paid under dispute by a purchaser or user who claims an exemption pursuant to Section 4-4-100 shall be made within sixty (60) days after use or consumption of the building materials for which an exemption is claimed.

(e) An application for refund of tax moneys paid in error or by mistake shall be made within three (3) years after the date of use or consumption of the goods for which the refund is claimed.

Sec. 4-4-190. - Liability of officers and partners.

(a) The officers of a corporation or the partners of a partnership shall be liable to the Town for payment of any taxes payable by a corporation or a partnership pursuant to this Article where such officers or partners have willfully failed to collect, account for or pay over such tax, or have willfully attempted in any manner to evade or defeat the payment of such tax.

(b) As used in this Section, the term willfully means that the act or failure to act was done voluntarily, consciously and intentionally.
Exhibit B

CHAPTER 6 – Business Licenses and Regulations

ARTICLE 1 – Licenses Generally

Division 1 – Business Licenses

Sec. 6-1-100. - Period of license.

All licenses shall expire on December 31st of each calendar year.

Division 2 – Sales Tax Licenses

Sec. 6-1-230. - License application and administration.

(a) An applicant for a license shall submit an application to the Town Clerk on forms provided by the Town, stating the business name and address, mailing address, type of business and such other information as may be required by the Town.

(b) An application for renewal shall be filed with the Finance Department. Licenses shall be in effect for one year and shall expire on December 31 of each year, and shall be renewed annually. Renewal of a license may be denied as provided in 6-1-240 below.

(c) Each license shall show the name, location, mailing address and character of business of the licensee and shall be posted in a conspicuous place at the business location for which it is issued.

(d) No license shall be transferable. After any sale or transfer of a business, the new owner shall apply for a new license.
ARTICLE 3 - Sales Tax

Sec. 4-3-10 – Legislative Intent.

(a) It is the intent of the Town Council, in exercising the home rule powers provided in the Colorado Constitution, that through this legislation and in the manner described herein, every person who stores or puts to use any tangible personal property or taxable services is exercising a taxable privilege. All sales, leases, and purchases of tangible personal property and taxable services defined in this Article are taxable unless specifically exempted in this Article. The sales tax imposed upon tangible personal property by this Article applies to each transfer of ownership, possession and control of such property and may occur more than once during the life of the property.

(b) The sales tax is a transaction tax levied upon all sales, purchases and leases of tangible personal property and taxable services sold or leased by persons engaged in business in the Town and is collected by the retailer or lessor, collected by Larimer County, and remitted to the Town. The use tax is levied upon the privilege of storing, using or consuming within the Town any motor and other vehicles, purchased at retail on which registration is required. The use tax is remitted to the Town by the persons using or consuming any construction and building materials purchased at retail or storing, using or consuming any motor and other vehicles, purchased at retail on which registration is required.

(c) The provisions of this Article shall apply to the imposition, as well as the administration, enforcement and collection, of sales and use taxes by the Town, and shall apply to the administration of the Town licenses as described in Chapter 6 of this Code.

(d) The provisions of this Article shall be construed to effect uniformity of administration, enforcement and collection of taxes and to establish uniform procedures, but shall not be construed to extend or increase the application, rate or amount of any tax levied or imposed herein; provided, however, that the imposition of a penalty, interest or both penalty and interest shall be lawful and shall not be construed as an extension or increase of the application, rate or amount of tax.

(e) The purpose of this Article is to provide the power necessary to exercise effectively the right to raise revenue that is essential to home rule and self-government. Any similarities to state law herein are adopted for the purpose of promoting efficiency in the collection of revenue. Regardless of such similarities, the provisions contained herein are matters of solely local concern. Unless otherwise provided by this Article or by Article 2 of Title 29, C.R.S., the provisions of Article 26 of Title 39, C.R.S., shall govern the collection, administration and enforcement of the sales tax.

Sec. 4-3-1020. - Definitions.

For the purposes of this Article, the words herein contained shall have the meanings set forth in Section 39-26-102, C.R.S., and said definitions are incorporated herein by this specific
reference. When not clearly indicated otherwise by the context, the following words and phrases, as used in this Article, shall have the following meanings:

**Business** means all activities engaged in or caused to be engaged in with the object of gain, benefit or advantage, direct or indirect.

**Casual sale** means an individual, single or incidental transaction which in itself does not constitute the carrying on of business.

**Charitable organization** means any entity which: (1) has been certified as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code; and (2) is an organization which exclusively, and in a manner consistent with existing laws and for the benefit of an indefinite number of persons or animals, freely and voluntarily ministers to the physical, mental, or spiritual needs of persons or animals, and thereby lessens the burden of government.

1. Has been certified as a not-for-profit organization under § 501(c)(3) of the Internal Revenue Code; and
2. Is organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary or educational purposes, or to foster national and international amateur sports competition (but only if no part of its activities involve the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation, and which does not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public officer, or any veterans' organization registered under § 501(c)(19) of the Internal Revenue Code, for the purpose of sponsoring a special event, meeting or other function in the State, so long as such event, meeting or function is not part of such organization's regular activities in the State.

**Claim for recovery** means a claim for reimbursement of sales and use taxes paid to the wrong taxing jurisdiction.

**Collection costs** means and includes shall include, but is not limited to, all costs of audit, assessment, bank fees, hearings, execution, lien filing, distraint, litigation, locksmith fees, auction fees and costs, prosecution, and attorney fees.

**Collection proceedings** means the mailing of a notice of audit, an audit and all remedies exercised by the Director pursuant to this Article to collect any unpaid taxes, penalties and interest.

**Common Carrier** means a person or company that transports goods or passengers on regular routes at set rates.

**Construction or building materials** means tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a completed structure or project, including public and private improvements. Construction materials include, but are not limited to, such things as: asphalt, bricks, builder's hardware, caulking material, cement, concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and cooling equipment, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster,
plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting, steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wallboard, wall coping, wallpaper, weather stripping, wire netting and screen, water mains and meters, and wood preserver. The above materials, when used for forms or other items which do not remain as an integral or inseparable part of a completed structure or project, are not construction materials.

Director means the Finance Director of the Town or such other person designated by the Town; Director shall also include or such person's designee.

Engaged in business—Business in the Town means performing or providing services, or selling, leasing, renting, delivering or installing tangible personal property as defined in this Section, for use, storage, use or consumption, within the Town. Engaged in Business includes, but is not limited to, any one of the following activities by a person: (1) Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction; (2) Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons; (3) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction; (4) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; or (5) Makes more than one delivery into the taxing jurisdiction within a twelve month period by any means other than a common carrier. This term includes, but shall not be limited to, the following acts or methods of transacting business:

(1) Maintaining within the Town, directly, indirectly or by a subsidiary, an office building, structure, store, distributing house, salesroom or house, warehouse, mobile vendor or other place of business.

(2) Maintaining within the Town an office for employees, agents or commissioned sales persons to solicit business or to install, assemble, repair, service or assist in the use of its products, or for demonstration or other reasons.

(3) Sending one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service or assist in the use of its products, or for demonstration or other reasons.

(4) Owning, leasing, renting or otherwise exercising control over real or personal property within the Town.

(5) Making more than one delivery into the taxing jurisdiction within a 12-month period.

Exemptions means those deductions from adjusted gross sales and services in order to arrive at a taxable base, which exemptions may include exempt transactions (in whole or in part), sale or purchase of exempt commodities, articles or services, or sale to exempt persons who may either be exempt on their direct purchase or exempt on the type of commodity, articles or services purchased, as set forth in this Article.

Food For Home Consumption means food for domestic home consumption as defined in 7 U.S.C. § sec. 2012(gk) (2014), as amended, for purposes of the supplemental nutrition assistance program, or any successor program, as defined in 7 U.S.C. sec. 2012(t), as amended for purposes of the federal food stamp program as defined in 7 U.S.C. § 2012(h), as amended; except that
"food" does not include carbonated water marketed in containers, chewing gum, seeds and plants to grow foods, prepared salads and salad bars, packaged and unpackaged cold sandwiches, deli trays and hot or cold beverages served in unsealed containers or cups that are vended by or through machines or non-coin-operated, coin-collective food and snack devices on behalf of a vendor.

**Gross sales and service or gross taxable sales** means the total amount received in money, credit, property or other consideration valued in money for all sales, leases or rentals of tangible personal property or services.

**License** means a Town sales and/or use tax license.

**Manufacturing** means the operation or performance of an integrated series of operations which places a product, article, substance, commodity, or other tangible personal property in a form, composition or character different from that in which it was acquired whether for sale or for use by a manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character or use from the raw or prepared materials.

**Manufacturing machinery** means any apparatus consisting of interrelated parts used to produce an article of tangible personal property. The term includes both the basic unit and any adjunct or attachment necessary for the basic unit to accomplish its intended function.

**Net taxable sales and services** means adjusted gross sales and services less authorized exemptions therefrom.

**Person** includes means any individual, firm, partnership, joint venture, corporation, limited liability company, partnership, joint venture, corporation, estate or trust, receiver, trustee, assignee, lessee, or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit.

**Retail sale** means all sales made within the Town except wholesale sales.

**Retailer or vendor** means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. Retailer shall include, but is not limited to, any: (1) Auctioneer; (2) Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer; (3) Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes; (4) Retailer-Contractor, when acting in the capacity of a seller of building supplies, construction materials, and other tangible personal property.

**Retailer-Contractor** means a contractor who is also a retailer of building supplies, construction materials, or other tangible personal property, and purchases, manufactures, or fabricates such property for sale (which may include installation), repair work, time and materials jobs, and/or lump sum contracts.
**Return** means any form prescribed by the Town administration for computing and reporting a total tax liability, the sales and use tax reporting form used to report sales and use tax.

**Sales tax** means the tax to be collected or required to be collected and remitted by a retailer on sales taxes under this Article.

**Special Sales Event** means any sales event which includes more than three (3) vendors taking place at a single location for a limited period of time not to exceed seven (7) consecutive days, which includes three or more vendors.

**Tangible personal property** means corporeal personal property that can be one or more of the following: which can be seen, weighted, measured, or felt, or touched, stored, transported, exchanged, or that is in any other manner perceptible to the senses.

**Tax** means the use tax due from a consumer, the sales tax due from a retailer or the sum of both due from a retailer who also consumes.

**Tax deficiency** means any amount of tax, penalty, interest, or other fee that is not reported and/or not paid on or before the due date that any return or payment of the tax is required under the terms of this Article.

**Taxable sales** means gross sales less any exemptions and deductions specified pursuant to this Article.

**Taxable services** means services subject to tax pursuant to this Article.

**Taxpayer** means any person obligated to collect and/or pay tax under the terms of this Article.

**Total tax liability** means the total of all taxes, penalties and/or interest owed by a taxpayer and shall include sales tax collected in excess of such tax computed on total sales.

**Vendor fee** means a credit, as designated by the Director, to be allowed against the tax due on timely filed sales tax returns. The amount of the credit, and limitation per return, will be stated on the sales tax return as approved by the Town.

**Wholesale sale** means a sale by wholesalers to retailer merchants, jobbers, dealers or other wholesalers for resale and does not include a sale by wholesalers to users or consumers not for resale; and the latter types of sales shall be deemed retail sales and subject to the provisions of this Article. This term includes sales of all pre-press preparation printing materials, as defined by Section 39-26-102(6.7), C.R.S., which are used by a printer for a specific printing contract where the printed document is sold at retail to a customer accepting delivery within the Town. Documentation of a wholesale sale shall include a valid resale certificate from the customer and the customer's state and local resale license number prominently located on the invoice.

**Wholesaler** means any person doing a regularly organized wholesale or jobbing business, and selling to Retailers, jobbers, dealers, or other Wholesalers, for the purpose of resale, and not for storage, use, consumption, or distribution known to the trade as such and selling to retail merchants, jobbers, dealers or other wholesalers, for the purpose of resale.

Sec. 4-3-2030. - General provisions

(a) There is hereby imposed on the sale of tangible personal property at retail or the furnishing of services as provided in Section 29-2-105(1)(d), C.R.S., a sales tax equal to three percent
Items classified as food for home consumption shall be charged at a sales tax rate equal to two and one-quarter percent (2.25%) of the gross receipts. The tangible personal property and services taxable under this Article shall be the same as the tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S.

(b) For the purpose of the sales tax, all retail sales shall be considered consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his or her agent to a destination outside the limits of the Town or to a common carrier for delivery to a destination outside the limits of the Town. The gross receipts from such sales shall include delivery charges when such charges are subject to the state sales and use tax imposed by Article 26 of Title 39, C.R.S., and by rules and regulations promulgated by the Colorado Department of Revenue. The value of construction and building materials shall be exempt from the sales tax if the materials are picked up by the purchaser and if the purchaser of such materials presents to the retailer a building permit evidencing that a local use tax has been paid or is required to be paid.

(c) Retailers shall add the tax imposed, or the average equivalent thereof, to the purchase price, showing such tax as a separate and distinct item. Except as provided in this Subsection, no retailer shall advertise, hold out or state to the public or to any consumer, directly or indirectly, that the tax or any part thereof shall be assumed or absorbed by the retailer or that it will not be added to the price, or, if added, that it or any part thereof shall be refunded. Sales tax may be included in the price of any malt, vinous or spirituous liquor sold by the drink. Sales tax may be included in the price of vending machine sales. Sales tax may be included in the price of an admissions charge.

(d) Any tax added to the price by a retailer shall constitute a debt from the purchaser to the retailer until paid and shall be recoverable at law in the same manner as other debts. No retailer shall gain any benefit from the collection or payment of such tax, nor shall the use of rates set forth in Sections 4-3-2030 and 4-4-20 of this Article release such retailer from liability for payment of the full amount of the tax levied by this Article.

(e) Exemptions.

(1) All sales of personal property on which a specific ownership tax has been paid or is payable shall be exempt from the sales tax when such sales meet both of the following conditions:
   a. The purchaser is a nonresident of, or has his or her principal place of business outside, the limits of the Town; and
   b. Such personal property is registered or required to be registered outside the limits of the Town under state law.

(2) The tax levied by Section 4-3-2030 shall not apply to the following:
   a. Automotive vehicles sold to nonresidents of the Town for registration outside the Town.
   b. Tangible personal property that is to be used, stored or consumed outside the State by persons residing or doing business outside the State when the property is to be delivered to the purchaser outside the State by mail; by common, contract or
commercial carrier that is employed to effect delivery by the vendor; or by the vendor's conveyance.

c. Prosthetic devices and drugs dispensed in accordance with a prescription, but not including prescription drugs for animals.

d. All sales of therapeutic devices, appliances or related accessories.

e. All sales of medical supplies.

f. Cigarettes.

g. All direct sales to charitable organizational functions and activities, when billed to and paid by the charitable organization.

h. All individual sales of $25.00 or less by charitable organizations in the conduct of events or sales to generate funds for charitable purposes; provided that the sales shall not be conducted for more than three consecutive days or more than nine total days in any calendar year.

i. All direct sales to the United States government, the State, its departments or institutions, and the political subdivisions thereof in their governmental capacities only, when billed to and paid by the governmental entity.

j. All sales which the Town is prohibited from taxing under the Constitution or laws of the United States or of the State.

k. Tangible personal property sold to a public utility company or railroad doing business both inside and outside the Town, for use in its business operations outside the Town even though delivery thereof is made inside the Town.

l. Motor fuel upon which there has been accrued or paid either the gasoline tax or a special fuel tax, required by Article 27 of Title 39, C.R.S., and which is not subject to refund.

m. All wholesale sales.

n. Tangible personal property sold to a person engaged in manufacturing or processing for sale when the product being manufactured or processed is transformed in fact by the addition of the property and such property becomes a constituent part of the finished product.

o. Commercial packaging materials.

p. Napkins, straws or eating utensils sold to a retailer when the following conditions are met:

1. The property is used in the consumption of food purchased;

2. The cost of the property is included in the price of an item which is sold separately, rather than included in the price of a service; and

3. The property is not returnable or intended for reuse.

q. Newsprint and printer's ink for use by publishers, newspapers and commercial printers.
r. Newspapers.
s. Tangible personal property sold for rental or leasing inventory, including but not limited to coin-operated devices, provided that such property is not otherwise used except for customer demonstration or display.
t. Labor sold with tangible personal property if such labor is stated separately on the invoice from the tangible personal property sold; except that manufacturing or fabricating or other processing labor shall not be exempt.
u. Tangible personal property sold through coin-operated devices for a price of $0.25 or less.
v. Food purchased with federal food stamps or with funds provided by the special supplemental food program for women, infants and children (42 U.S.C. § 1786), from retailers who qualify as:
   1. Retail food stores which primarily sell for home preparation and consumption and in which one or more staple food items make up more than 50 percent of eligible food sales. These stores shall include: full-line grocery stores; convenience stores; stores which sell meat, poultry or fish; stands which sell agricultural commodities; farmers' markets; milk routes; bread routes; day-old bread stores; bakeries which sell bread; and nonprofit cooperative food-purchasing ventures which are properly licensed to sell food in the State and locality in which they are operating.
   2. Firms whose primary business is not the sale of food for home preparation and consumption, but who have recognized grocery departments in which staple foods make up more than 50 percent of eligible food sales.
w. Meals purchased with federal food stamps or with funds provided by the special supplemental food program for women, children and infants (42 U.S.C. § 1786), in the following instances:
   1. The meals are prepared for and served to residents of federally subsidized housing for the elderly; or are prepared for and served to persons who are 60 years of age or over or who receive supplemental security income benefits and their spouses, in senior citizen centers, apartment buildings occupied primarily by such persons, and public or private nonprofit establishments (eating or otherwise) that contract with the appropriate agency of the State to offer meals for such persons at concession prices.
   2. The meals are prepared for and delivered to persons 60 years of age or over and persons who are physically or mentally handicapped or otherwise so disabled that they are unable adequately to prepare all of their meals, when such meals are prepared for and delivered to them (and their spouses) at their home by a public or private nonprofit establishment that contracts with the appropriate state agency to perform such services at concession prices.
   3. The meals are prepared for and served to narcotics addicts or alcoholics as part of drug addiction or alcoholic treatment and rehabilitation programs.
4. The meals are prepared for and served to disabled or blind recipients of federal financial benefits under the Social Security Act who are residents in a public or private nonprofit group living arrangement that is certified for no more than 16 residents by the appropriate state agency or agencies under regulations issued under the Social Security Act.

5. The meals are prepared for and served to women and children temporarily residing in public or private nonprofit shelters for battered women and children.

x. Garage sales or yard sales in a residential area, not exceeding a consecutive three-day period nor a total of nine days per calendar year, but not including sales conducted by a professional or compensated agent of the owner of the items sold.

y. Sales by or on behalf of a youth group affiliated with or sponsored by a charitable organization, governmental entity or a school, other than a school held and conducted for private or corporate profit.

z. Lodging services are exempt when they apply to:
   1. All sales made directly to charitable organizations in the conduct of their regular religious or charitable functions and activities, provided that such sales are paid for directly to the seller by draft or warrant drawn on the funds of the exempt organization.
   2. All sales to the United States or the State, their departments, institutions or political subdivisions, which are acting in their governmental capacity, and all sales to the Town or its departments, provided that such sales are supported by requisition on official governmental purchase orders and paid for directly to the seller by draft or warrant drawn on the funds of that government entity.

(f) The sales tax shall not apply to the sale of tangible personal property at retail or the furnishing of services if the transaction already has been subject to a legally imposed sales or use tax of another statutory or home rule city and county, city or town equal to or in excess of the sales tax. A credit shall be granted against the sales tax equal in amount to the legally imposed local sales or use tax previously paid elsewhere by the purchaser or user. The amount of the credit shall not exceed the amount of the sales tax.

Sec. 4-3-30. - Sales tax collection.

(a) The provisions of this Article shall apply to the imposition, as well as the administration, enforcement and collection, of sales and use taxes by the Town, and shall apply to the administration of the Town licenses as described in Chapter 6 of this Code.

(b) The provisions of this Article shall be construed to effect uniformity of administration, enforcement and collection of taxes and to establish uniform procedures, but shall not be construed to extend or increase the application, rate or amount of any tax levied or imposed herein; provided, however, that the imposition of a penalty, interest or both penalty and interest shall be lawful and shall not be construed as an extension or increase of the application, rate or amount of tax.
(c) The purpose of this Article is to provide the power necessary to exercise effectively the right to raise revenue that is essential to home rule and self-government. Any similarities to state law herein are adopted for the purpose of promoting efficiency in the collection of revenue. Regardless of such similarities, the provisions contained herein are matters of solely local concern. Unless otherwise provided by this Article or by Article 2 of Title 29, C.R.S., the provisions of Article 26 of Title 39, C.R.S., shall govern the collection, administration and enforcement of the sales tax.

Sec. 4-3-40 – Use Tax Imposed.

(a) There is hereby imposed and there shall be paid and collected a use tax upon the privilege of using or consuming within the Town any motor and other vehicles, purchased at retail on which registration is required, such use tax to be in the amount of three percent (3%) of the retail cost thereof.

(b) Motor and other vehicle use tax collection. The use tax shall be applicable for every motor or other vehicle for which registration is required by state law. No registration shall be made of any motor or other vehicle for which registration is required, and no certificate of title shall be issued for such vehicle by the Colorado Department of Revenue or its authorized agents, until any use tax due upon the storage, use or consumption thereof has been paid. The use tax on motor or other vehicles shall be collected by the authorized agent of the Colorado Department of Revenue in Larimer County, pursuant to an agreement between the Town and the Director, execution of which is hereby authorized. The proceeds of the use tax on motor or other vehicles shall be paid by the Town periodically in accordance with the agreement authorized by Subsection (b) above.

(c) Exemptions. The use tax levied by Sec. 4-3-40 shall not apply to the following:

(1) To the storage, use or consumption of any tangible property the sale of which is subject to a retail sales tax imposed by the Town.

(2) To the storage, use or consumption of any tangible property purchased for resale in the Town, either in its original form or as an ingredient of a manufactured or compounded product, in the regular course of a business.

(3) To the storage, use or consumption of tangible personal property brought into the Town by a nonresident thereof for his or her own storage, use or consumption while temporarily within the Town; however, this exemption does not apply to the storage, use or consumption of tangible personal property brought into the State by a nonresident to be used in the conduct of a business in the State.

(4) To the storage, use or consumption of tangible personal property by the United States government or the State, or its institutions or political subdivisions, in their governmental capacities only, or by religious or charitable corporations in the conduct of their regular religious or charitable functions.

(5) To the storage, use or consumption of tangible personal property by a person engaged in the business of manufacturing or compounding for sale, profit or use any article, substance or commodity, which tangible personal property enters into the processing of
or becomes an ingredient or component part of the product or service which is manufactured, compounded or furnished and the container, label or the furnished shipping case thereof.

(6) To the storage, use or consumption of any article of tangible personal property the sale or use of which already has been subjected to a legally imposed sales or use tax of another statutory or home rule town, city or city and county equal to or in excess of the use tax. A credit shall be granted against the use tax with respect to a person's storage, use or consumption in the Town of tangible personal property purchased by him or her elsewhere. The amount of the credit shall be equal to the tax paid by him or her by reason of the imposition of a sales or use tax of another statutory or home rule town, city or city and county on his or her purchase or use of the property. The amount of the credit shall not exceed the amount of the use tax.

(7) To the storage, use or consumption of tangible personal property and household effects acquired outside of the Town and brought into it by a nonresident acquiring residency.

(8) To the storage or use of a motor vehicle if the owner is or was, at the time of purchase, a nonresident of the Town and he or she purchased the vehicle outside of the Town for use outside of the Town and actually so used it for a substantial and primary purpose for which it was acquired and he or she registered, titled and licensed said motor vehicle outside of the Town.

(9) To the storage, use or consumption of any construction and building materials and motor and other vehicles on which registration is required if a written contract for the purchase thereof was entered into prior to the effective date of the use tax.

(10) To the storage, use or consumption of any construction and building materials required or made necessary in the performance of any construction contract bid, let or entered into at any time prior to the effective date of the use tax.

Sec. 4-3-50. - Sales tax collection.

The tax to be collected as required by this Article shall be stated and charged separately from the purchase price and shown separately from the purchase price on any record thereof at the time the sale is made or at the time when evidence of the sale is issued or employed by the retailer; provided that, when added, such tax shall constitute a part of such price or charge, shall be a debt from the purchaser to the retailer until paid and shall be recoverable in law in the same manner as other debts. The tax shall be paid by the purchaser to the retailer, as trustee for, agent of and on account of the Town, and the retailer shall be liable for the collection thereof for and on account of the Town.

Sec. 4-3-4060. - Deductions and credits.

(a) Deductions from gross sales. If included in reported gross sales, the following are deductible from gross sales:
(1) **Refunds.** The price of admissions, accommodations, tangible personal property or taxable services returned by a purchaser when the price and the tax collected are refunded in cash or by credit.

(2) **Bad debts.** Taxable sales which are found to be worthless and are actually and properly charged off as bad debts for federal income tax purposes. Any amount so deducted and subsequently collected by the taxpayer shall be subject to tax.

(3) **Interest and finance charges.** The amount of interest or finance charges on credit extended in connection with any sale, provided that the interest and finance charges are separately stated from the price.

(b) **Credits from tax due-.**

(1) All licensed vendors shall be entitled as collection agent for the Town to withhold an amount equal to three and one-third percent of the total amount, with a maximum monthly vendor fee cap of $100.00, to be remitted by the vendor to the Town each month to cover the vendor's expense in the collection and remittance of the sales tax. Such vendor's fee shall be forfeited for any tax that is not reported and paid by the due date. Forfeiture of the vendor's fee shall be prima facie evidence that the taxpayer was in violation of this Article.

(2) Amounts previously paid pursuant to a tax levied by the Town may be credited against the tax due on transactions or items when the present owner or user has previously paid a legally imposed sales tax on the transaction or item computed at the rate established by Section 4-3-20 of this Article.

Sec. 4-3-5070. - Taxpayer (vendor and consumer) responsibilities.

(a) **Burden of proof of exemption-.** The burden of proving that any vendor, retailer, consumer or purchaser is exempt from collecting or paying the tax upon any goods sold or purchased shall be on the vendor, retailer, consumer or purchaser under such reasonable requirements of proof as the Director may prescribe.

(b) **Director may require reports and records-.** The Director may require any person, by regulation or notice served on such person, to make such return, render such statement, keep and furnish such records or make such information reports as the Director may deem sufficient to show whether or not such person is liable under this Article for payment or collection of the tax imposed herein.

(c) **Vendor responsibility for collection and payment of tax-.** Every retailer or vendor engaged in business in the Town shall be liable and responsible for payment of an amount equivalent to the taxable sales multiplied by the rate as specified in Section 4-3-20 of this Article. It shall be a violation of this Article for any seller not to collect the sales tax levied by this Article. It shall also be a violation of this Article for any purchaser not to pay the sales tax levied by this Article or to pay the tax levied upon a sale where the status of exemption is disputed.

(d) **Vendor responsibility for remittance of tax-.** The vendor shall add the tax as a separate and distinct item, and such tax shall be a debt from the consumer to the retailer and shall be recoverable at law in the same manner as other debts.
(e) **Excess tax.** No retailer shall retain any tax collected in excess of the tax computed, but shall report such excess collections on the return for the period in which it was collected and include it in the calculation of tax due.

(f) **Disputed tax.** When a dispute arises between a retailer and a purchaser who claims that the sale is exempt from the tax, the retailer shall collect and the purchaser shall pay such tax. The purchaser may then submit a claim for refund within 60 days of the date of the purchase. Any such tax refunded by the Town will be paid directly to the purchaser.

(g) **Refund allowed if exempt.** A refund shall be made, or a credit allowed, for the tax so paid under dispute by any purchaser who has an exemption under this Article; provided that such refund shall be made by the Director after compliance with the following conditions precedent: Applications for refund must be made within 60 days after the purchase of the goods whereon an exemption is claimed and must be supported by the affidavit of the purchaser accompanied by the original paid invoice or sales receipt and certificate issued by the seller; and be made upon such forms as shall be prescribed and furnished by the Director, which forms shall contain such information as the Director shall prescribe.

(h) **Refund disallowed.** Upon receipt of such application, the Director shall examine the same with all due speed and shall give notice to the applicant by order in writing of his or her decision thereon. Aggrieved applicants, within 15 days after such decision is sent, may petition the Director for a hearing on the claim in the manner provided in Section 4-3-120 of this Article.

(i) **Trust status of tax in possession of retailer.** All tax collected by a retailer shall be the property of the Town and remain public money in the hands of such retailer, who shall hold the same in trust for the sole use and benefit of the Town until paid to the Town.

(j) **Timely payment evidence; computation of dates.**

1. Timely payment may be evidenced by the postmark date if mailed; otherwise, timely payment may be evidenced by the Town's validation date.

2. Any due date, payment date or deadline for paying tax due, paying the license renewal fee, providing information or taking other action which falls on a Saturday, Sunday or legal holiday recognized by either the federal government or the State shall be extended to the first business day following such weekend or holiday.

Sec. 4-3-6080. - Tax returns; content, consolidation and reporting periods.

(a) **Tax return; content, form.** The returns to be filed by the taxpayer or the taxpayer's trustee, manager, officer or director shall contain such information and be completed in such manner and upon such forms as the Director may prescribe. When a return filed by a taxpayer does not include a signature, a correct Town account number or any other information required by the Director, the Director has the right to send back to the taxpayer the return and payment. The Director may consider an improperly filed return to be not filed with the Town.

(b) **Consolidation of returns.** A vendor doing business in two or more locations, whether inside or outside of the Town, who collects tax hereunder, may file a single return covering all such locations when accompanied by a supplemental schedule showing the gross sales and service and net taxable sales and service and taxes collected thereon for each such place or location.
(c) **Due date and reporting period.** Every taxpayer shall file a return, whether or not tax is due, to the Town on or before the twentieth day of the month following the end of the reporting period, and shall remit the amount of tax imposed by this Article. Unless otherwise required or approved, taxpayers shall file returns and pay taxes as follows:

1. A taxpayer whose monthly tax due to the Town is less than $15.00 may file returns and pay sales tax annually at the end of the calendar year.

2. A taxpayer who in any month has a monthly tax due to the Town of $15.00 but less than $300.00 may file returns and pay sales tax quarterly and continue to pay quarterly for the remainder of the year or until the monthly tax due reaches the level set forth in Paragraph (3) below.

3. A taxpayer who in any month has a monthly tax due of $300.00 or more shall file returns and pay tax monthly and continue to pay monthly for the remainder of the calendar year.

4. The reporting period for a final return shall end on the date of the transfer of ownership of the business, or the last day of business.

5. The reporting period for a temporary business shall end on the day the temporary location closes or special event concludes.

6. If any taxpayer who has been granted permission to file returns and pay tax other than on a monthly basis becomes delinquent, authorization for such alternate method of reporting may be revoked by the Director. Thereafter, following notice of such revocation, the taxpayer shall file returns and pay tax on a monthly basis. If the accounting methods regularly employed by the vendor or licensed consumer in the transaction of his or her business, or other conditions, are such that the returns made on a calendar-month basis will impose unnecessary hardship, the Director may, upon request of the vendor or licensed consumer, accept returns at such intervals as will, in his or her opinion, better suit the convenience of the taxpayer and will not jeopardize the collection of the tax.

7. No person shall make any false statements in connection with a return.

Sec. 4-3-7090. - Duties and powers of Director.

The administration of this Article is hereby vested in the Director; and the administration of all other provisions of this Article and of the Town sales and use tax is hereby vested in and shall be exercised by the Director, who shall prescribe forms and formulate and promulgate, with the approval of the Town Manager, appropriate rules and regulations to effectuate the purpose of this Article, in conformity with this Article and subject to other provisions of law relating thereto, for the making of returns, for the ascertainment, assessment and collection of the taxes imposed and for the proper administration and enforcement thereof, and to provide uniform methods of adding the tax, or the average equivalent thereof, to the purchase price. The Director is authorized to delegate any duty or power to a subordinate unless otherwise provided herein.

Sec. 4-3-80100. - Director to examine returns.

For the purpose of ascertaining the correctness of any return or for the purpose of making an estimate of the tax due from any taxpayer, the Director shall have the power to examine, or cause
to be examined by an employee or agent for that purpose, any books, papers, records or
memoranda bearing upon the matters required to be included in the return. Subject to the
provisions of this Article, the Director is authorized to prescribe the duties and powers of such
officers, accountants, experts and other persons as may be necessary in the performance of his or
her duty.

Sec. 4-3-110 - Record Keeping

Every person who is required to obtain a retail sales tax license to do business in the
Town under this Article shall keep and preserve suitable records of all sales, purchases, leases
and licenses to use, made by such person, and such other books or accounts as may be necessary
to determine the amount of tax for the collection or payment of which such person is liable
hereunder. It is the duty of every such person to keep and preserve all such books, invoices and
other records for a period of three (3) years following the date the taxes were due to the Town.
Such records shall be open for examination by the Director in connection with the administration
and enforcement of this Article. If the taxpayer has filed a tax return for any period after the due
date for that period, then the records for the period must be preserved for three (3) years after the
date the return was filed. If the taxpayer has not filed a tax return for a reporting period, then the
records must be preserved indefinitely. Failure to preserve records as required herein shall be an
act of fraud against the Town and shall be subject to applicable penalties.

Sec. 4-3-90120. - Audits.

(a) For the purpose of ascertaining the correct amount of the tax due from any taxpayer engaged
in business in the Town, the Director may authorize any agent to conduct an audit by examining
any relevant books, accounts, and records of such person. The taxpayer need not hold a license
for an audit to be conducted, provided that the Director finds reasonable cause to believe taxes
may be due to the Town for transactions involving the taxpayer.

(b) All of the taxpayer’s books, accounts and records shall be open at any time during regular
business hours for examination by an authorized agent of the Director. If any taxpayer refuses to
furnish voluntarily any of the following information when requested by the Director or
authorized agent, the Director may issue a subpoena to require that the taxpayer or the taxpayer’s
representative attend a hearing or produce any such books, accounts or records for examination.

(c) Any tax deficiency or overpayment ascertained through audit shall be computed by one (1) or
more of the following methods or any other method as the agent of the Director deems
appropriate:

(1) By identifying transactions on which the tax was not properly or accurately collected
or paid.

(2) By identifying other irregularities in the calculation of tax due.
(3) By estimating taxes due based on the results of testing the taxpayer’s records on a statistical or other reasonable basis.

(d) Any charitable organization claiming exemption under this Article is subject to audit in the same manner as any other person engaged in business in the Town.

(e) The Town is authorized to audit the taxpayer’s records for the thirty-six (36) calendar months preceding the month the taxpayer is notified that an audit is to be conducted. The audit period may be extended by mutual agreement of the Town and the taxpayer. The ability to audit this thirty-six-month period shall not lapse due to the passage of time once the taxpayer has been notified of the audit period. If the taxpayer failed to file returns, then the Town shall have the right to audit indefinitely periods not filed. If returns are filed late, then the Town shall have the right to audit late returns for thirty-six (36) months following the month the return was filed.

(f) All taxpayer records shall be made available to the Town within a fifty-mile radius of the Town’s sales tax office. If the taxpayer does not wish to make records available within this area, then the Director may elect to assess the taxpayer for all expenses associated with sending auditors to the location selected by the taxpayer and for reasonable expenses, including food and lodging, incurred by the auditors during the period of the audit and until their return to the Town. Such liability shall become part of the final audit assessment and shall be treated as an unpaid sales or other tax.

(g) If the taxpayer does not provide files in an organized format; if the auditors must go through taxpayer files or boxes, in order to obtain records for audit; or if the taxpayer fails to provide information in a timely fashion, the Town shall be entitled to charge an hourly fee for time spent organizing, gathering or in any way assembling taxpayer records for audit. Such fee shall be determined by the Director, but in no event shall the fee exceed two and one-half (2.5) times the auditor's hourly salary.

(a) *Taxpayer's retention of records*. It shall be the duty of every person liable to the Town for any tax to keep and preserve for a period of at least three years such books, accounts and records as may be necessary to determine the amount of such tax liability.

(b) *Records to be made available for audit*. All such books, accounts and records, together with all bills, receipts, invoices, cash register tapes or other documents of original entry supporting the entries in the books, shall be maintained by the vendor in a manner acceptable to an ordinarily prudent business person and shall be open for examination at any reasonable time by the Director. The records should show:

1. Gross receipts from sales or rental payments from leases of tangible personal property (including any services that are part of the sale or lease) made in the Town.

2. All deductions allowed by law and claimed in filing returns.
(3) Total purchase price of all tangible personal property purchased for sale, consumption or lease in the Town.

(c) Charitable organizations. Any charitable organization claiming exemption under the provisions of this Article is subject to audit in the same manner as any other person engaged in business in the Town.

(d) Coordinated audit. Any taxpayer licensed in the Town and holding a similar sales tax license in at least four other Colorado municipalities that administer their own sales tax collection may request a coordinated audit as provided herein.

(1) Within 14 days of receipt of notice of an intended audit by any municipality that administers its own sales tax collection, the taxpayer may provide to the Director, by certified mail, return receipt requested, a written request for a coordinated audit indicating the municipality from which the notice of intended audit was received and the name of the official who issued such notice. Such request shall include a list of those Colorado municipalities utilizing local collection of their sales tax in which the taxpayer holds a current sales tax license and a declaration that the taxpayer will sign a waiver of any passage-of-time-based limitation upon the Town's right to recover tax owed by the vendor for the audit period.

(2) Except as provided in Paragraph (6) below, any taxpayer who submits a complete request for a coordinated audit and promptly signs a waiver of limitation, if required, may be audited by the Town during the 12 months after the request is submitted only through a coordinated audit involving all municipalities electing to participate in such an audit.

(3) If the Town desires to participate in the audit of a taxpayer who submits a complete request for a coordinated audit pursuant to Paragraph (2) above, the Director shall so notify the director of the municipality whose notice of audit prompted the taxpayer's request within ten days after receipt of the taxpayer's request for a coordinated audit. The Director shall then cooperate with other participating municipalities in the development of arrangements for the coordinated audit, including arrangement of the time during which the coordinated audit will be conducted, the period of time to be covered by the audit and a coordinated notice to the taxpayer of those records most likely to be required for completion of the coordinated audit.

(4) If the taxpayer's request for a coordinated audit was in response to a notice of audit issued by the Town, the Director shall facilitate arrangements between the Town and other municipalities participating in the coordinated audit unless and until an official from some other participating municipality agrees to assume this responsibility. The Director shall cooperate with other participating municipalities to, whenever practicable, minimize the number of auditors that will be present on the taxpayer's premises to conduct the coordinated audit on behalf of the participating municipalities. Information obtained by or on behalf of those municipalities participating in the coordinated audit may be shared only among such participating municipalities.

(5) If the taxpayer's request for a coordinated audit was in response to a notice of audit issued by the Town, the Director shall, once arrangements for the coordinated audit between the Town and other participating municipalities are completed, provide written
notice to the taxpayer of which municipalities will be participating, the period of time to be covered by the audit and the records most likely to be required by participating municipalities for completion of the coordinated audit. The Director shall also propose a schedule for the coordinated audit.

(6) The Town may conduct an audit in conjunction with another municipality at its own discretion.

(7) The coordinated audit procedure set forth in this Section shall not apply:
   a. When the proposed audit is a jeopardy audit;
   b. To audits for which a notice of audit was given prior to the effective date of this Article;
   c. When a taxpayer refuses to promptly sign a waiver of limitation; or
   d. When a taxpayer fails to provide a timely and complete request for a coordinated audit as provided in Paragraph (1) above.

Sec. 4-3-100130. — Preservation of Tax reports and returns - confidentiality.

(a) Town preservation of records. All reports and returns of taxes received by the Finance Department covered by this Article shall be preserved in accordance with the Town’s record retention policy until the Town Clerk orders them destroyed.

(b) Confidential nature of returns. Except in accordance with judicial order, consent of the taxpayer or as otherwise provided by law, the Town Director, the Town Manager and the Town Attorney shall not divulge or make known in any way financial information disclosed in any document, report or return filed in connection with any of the taxes covered by this Article. The officials charged with the custody of such documents, reports and returns shall not be required to produce them or evidence of anything contained in them in any action or proceeding in any court, except on behalf of the Director in an action or proceeding under the provisions of any such taxing or open record statutes when the report of facts shown thereby are directly involved in such action or proceeding, in either of which events the Court may require the production of, and may admit into evidence, so much of said reports, or of the facts shown thereby, as are pertinent to the action or proceeding, and no more.

(c) Taxpayer request for records. Nothing contained in this Section shall be construed to prohibit the delivery to a person or his or her duly authorized representative a copy of any return or report filed in connection with his or her tax. Such copies may be certified by the Director and, when so certified, shall be evidence equally with and in like manner as the originals and may be received by the courts of the State as evidence of the contents.

(d) Publication of statistics. Nothing in this Section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns and the items thereof, or the inspection and copying of any documents by the Town Attorney or other official representatives of the Town.

(e) Records available to authorized jurisdictions. Notwithstanding the provisions of this Section, the Director may furnish to the taxing officials of the State or its political subdivisions, any other state or its political subdivisions or the United States any information contained in any applicable report, return or any other document if the recipient
jurisdiction agrees with the Director to grant similar privileges to the Town and if such information is to be used by the jurisdiction only for tax-related purposes. Notwithstanding the provisions of this Section, the Director in his or her discretion may furnish to the County Finance Director or Treasurer and his or her authorized personnel, to the Colorado Department of Revenue Executive Director and his or her authorized personnel, to the taxing officials of any state political subdivisions, to the taxing officials of any other state and its political subdivisions, and to the United States, any financial information contained in tax returns and related schedules and documents filed pursuant to this Article, or in the report of an audit or investigation made with respect thereto provided; provided that such financial information is to be used only for tax purposes.

Sec. 4-3-110140. - Notice by mail.

The taxpayer shall at all times have the burden of ensuring that his or her correct mailing address, email address and fax number are on file with the Director. In the event that a notice is sent to the taxpayer pursuant to this Article and said notice is not received by the taxpayer through no fault of the Town, or the notice is returned by the post office as undeliverable or rejected by the taxpayer, such notice shall be deemed given on the date mailed and the Town shall have no further obligation to complete service of the notice.

Sec. 4-3-120150. - Hearings and appeals.

(a) **Request for hearing**. Any taxpayer may request a formal or informal hearing on any proposed tax by reason of notice of final determination; assessment and demand for payment, or by reason of denial of his or her claim for refund, by application to the Director within 15 days of the date that a notice of deficiency, assessment or denial of refund is sent by the Director. The request for hearing shall set forth the taxpayer's reasons for and the amount of the requested changes in the deficiency, assessment or denial of refund.

(b) **Hearing time and place**. The Director shall notify the taxpayer in writing of the time and place for such hearing 30 days prior thereto, unless the taxpayer requests a shorter notice or an extension of time. In no event shall the hearing be held more than 60 days after the Director's receipt of the request for a hearing. The Director shall notify the taxpayer in writing of the time and place of such hearing.

(c) **Informal hearing**. If the taxpayer elects to participate in an informal hearing, which hearing must be held within 30 days of the Director's receipt of the taxpayer's request for a hearing, additional informal hearings shall not be permitted except at the discretion of the Director. Informal hearings shall be conducted in any manner acceptable to the taxpayer and the Director with the purpose of settling the outstanding issues between the parties. If no settlement is reached, the taxpayer must request, in writing, a formal hearing on the record within 15 days after the informal hearing, and the Director shall give notice of the formal hearing pursuant to Subsection (b) above. If the taxpayer fails to request a formal hearing, all further rights to a hearing and appeal are waived and the taxpayer shall be bound by the notice of final determination; assessment and demand for payment or final denial of refund.

(d) **Director to conduct formal hearing**. The hearing shall be held before the Director or a hearing officer designated by the Director. At the hearing, the taxpayer may assert any facts or make any arguments and file any briefs and affidavits he or she believes are pertinent to his or her case. The taxpayer shall be notified of the name of the hearing officer 15 days
before the hearing date, and any objection by the taxpayer to the hearing officer shall be filed in writing at least 48 hours prior to the hearing. All reasonable costs to the Town for a hearing officer must be paid by the taxpayer requesting the formal hearing when the hearing officer determines no change in the tax due.

(e) *Hearing based on written brief*. The taxpayer may also file a written brief and such other written materials or documents as he or she shall deem appropriate and may request that the Director reconsider the deficiency without a hearing. The Director shall proceed to reconsider the deficiency in the same manner as if the written material submitted had been presented at a hearing pursuant to this Section. The submission of written material shall be considered for all purposes the same as a request for and submission of the material at a hearing. The Town staff and/or agents shall be permitted to respond in writing to the submittals of the taxpayer. Rebuttal submissions may be permitted at the discretion of the Director.

(f) *Time limitation on request for hearing*. After the expiration of 15 days from the date that the notice of final determination, assessment and demand for payment or denial of refund is sent, if the tax has not been paid or if no request for hearing has been requested or no written brief has been filed by the taxpayer, then the notice of final determination, assessment and demand for payment previously mailed, faxed or emailed shall constitute a final assessment of the amount of the tax specified, together with interest and penalty, or shall constitute a final denial of refund, as the case may be. The Director may promptly take necessary steps to collect all amounts owed. The taxpayer shall have no further right to a hearing, trial or appeal on the facts of the case.

(g) *Director may adjust tax under question*. Based on the evidence presented at any hearing or filed in support of the taxpayer's contentions, the Director may modify or abate in part or in full the tax and the interest and penalty related to such tax questioned at the hearing, or may approve a refund.

(h) *Formal hearing determination notices*. After a formal hearing, upon rejection, in whole or in part, of the claim for refund or upon the finding by the Director that, on hearing the evidence, a valid assessment in whole or in part has been made against the taxpayer, the Director shall send a hearing determination notice to the taxpayer, setting forth the amount of claim for refund denied or the amount of deficiency assessment of taxes found due, stating therein the grounds for allowance or rejection in whole or in part.

(i) *Tax due date after hearing*. Unless an appeal is taken as provided in this Article, the tax, together with interest thereon and penalties, if any, shall be paid within 30 days after the hearing determination notice is sent by the Director to the taxpayer.

(j) *Appeals*. The taxpayer may appeal the hearing determination notice of the Director issued pursuant to this Section within 30 days of the date that such determination is sent by the Director. Such appeal shall be conducted pursuant to the terms of Rule 106(a)(4) of the Colorado Rules of Civil Procedure or by the method of appeals set forth in Section 29-2-106, C.R.S.

Sec. 4-3-130160. - Refund of excess taxes.

(a) *Overpayment of tax*. Whenever the Director discovers from the examination of a return or pursuant to an audit of a taxpayer's records that the taxpayer has overpaid taxes due the
Town, the Director shall issue a warrant for payment of the excess taxes to the taxpayer, unless the overpayment is applied to offset other taxes due. The Director shall keep a duplicate of said warrant and a statement which sets forth the reason why such refund was ordered. If the refund totals less than $15.00, the refund amount shall be credited to the taxpayer's tax account unless the taxpayer requests payment of the refund.

(b) **Taxpayer's discovery of overpayment of tax.** A taxpayer may apply for a refund of payment of excess taxes within 60 days after discovery of the overpayment. The Director may deny such refund if he or she finds that the taxpayer did or reasonably should have discovered the overpayment more than 60 days prior to the date of the application for a refund. The taxpayer may petition the Director for a hearing on the claim in the manner provided in Section 4-3-120 above within 15 days after the Director's denial of refund is sent to the taxpayer.

(c) **Statute of limitations.** With the exception of a written document that tolls the running of the statute of limitations, no refund shall be allowed or paid under any circumstances more than three years after the Town's receipt of sales or use taxes in question.

(d) **Refund to offset previous tax due.** Whenever it is established that any taxpayer has, for any period, overpaid a tax imposed by this Article and that there is an unpaid balance of tax and interest accrued according to the records of the Director, owing by such taxpayer for any other period, so much of the overpayment of tax plus interest allowable thereon as does not exceed the amount of such unpaid balance shall be credited thereto and any excess of the overpayment shall be refunded.

(e) **Refund of overpayment of taxes paid by estimated payment basis.** Application for refund by contractors prepaying on an estimated percentage payment basis, or actual tax basis, shall be made within three years after the date of the certificate of occupancy or date of purchase, whichever is sooner. The Director may require data to accompany the application and may require an audit to be done before the refund is paid.

(f) **Refunds not assignable.** The right of any person to a refund under this Article shall not be assignable, and such application for refund must be made by the same person who purchased the goods and paid the tax thereon as shown in the invoice of the sale thereof, except as provided in Subsection (i) below. The Director may, upon receiving a properly executed release of claim from the taxpayer and evidence to substantiate that the tax was remitted in error to another municipality, issue a joint refund check in the name of the taxpayer and the municipality, provided that the municipality has entered into an agreement to grant similar privileges to the Town.

(g) **Notification.** When it is determined by the Director that sales and use tax owed to the Town has been reported and paid to another municipality, the Town shall promptly notify the vendor that taxes are being improperly collected and remitted and that, as of the date of the notice, the vendor must cease improper tax collections and remittances.

(h) **Written claim.** The Town may make a written claim for recovery directly to the municipality that received tax and/or penalty and interest owed to the Town or, in the alternative, may institute procedures for collection of the tax from the taxpayer or vendor. The decision to make a claim for recovery lies in the sole discretion of the Town. Any claim for recovery shall include a properly executed release of claim from the taxpayer and/or
vendor, releasing his or her claim to the taxes paid to the wrong municipality, evidence to substantiate the claim and a request that the municipality approve or deny, in whole or in part, the claim within 90 days of its receipt. The municipality to which the Town submits a claim for recovery may, for good cause, request an extension of time to investigate the claim, and approval of such extension by the Town shall not unreasonably withheld.

(i) **Review.** Within 90 days after receipt of a claim for recovery, the Town shall verify to its satisfaction whether or not all or a portion of the tax claimed was improperly received and shall notify the municipality submitting the claim in writing that the claim is either approved or denied in whole or in part, including the reasons for the decision. If the claim is approved in whole or in part, the Town shall remit the undisputed amount to the municipality submitting the claim within 30 days of approval. If a claim is submitted jointly by a municipality and a vendor or taxpayer, the check shall be made to the parties jointly. Denial of a claim of recovery may only be made for good cause.

(j) **Denial of claim.** The Town may deny a claim on the grounds that it has previously paid a claim for recovery arising out of an audit of the same taxpayer.

(k) **Period of claim.** The period subject to a claim for recovery shall be limited to the 36-month period prior to the date the municipality that was wrongfully paid the tax receives the claim for recovery. This period may be extended only if a written document was approved by the Director and taxpayer to toll the running of this 36-month period.

**Sec. 4-3-140.** - Participation in simplification meetings.

The Director shall cooperate with and participate on an as needed basis with a permanent statewide sales and use tax committee convened by the Colorado Municipal League, which is composed of state and municipal sales and use tax and business officials. Said committee will meet for the purpose of discussing and seeking resolution to sales and use tax problems which may arise.

**Sec. 4-3-150170.** - Joint sales and use tax collection, administration and enforcement.

The Town may enter into an intergovernmental agreement with another town, city or county for the joint collection, administration and enforcement of sales tax, use tax or both sales and use taxes.

**Sec. 4-3-160180.** - Assessment, penalties and interest.

(a) **Assessment.** Subsection (b) below shall apply if the Director determines that any person, taxpayer or vendor has failed, neglected or refused:

1. To collect all taxes due;
2. To make a return and pay all taxes due;
3. To remit the proper amount of tax due;
4. To pay in full all taxes due because of negligence or fraud or on a regular basis; or
5. To remit taxes due pursuant to an audit, special assessment or special audit assessment.
(b) **Assessment notice and due date**-. Penalties and interest shall be assessed, and the Director shall give to the delinquent person, taxpayer or vendor a written notice of final determination; assessment and demand for payment, which notice shall state the full amount of taxes, penalties and interest due and shall be served personally, by mail or by email, which assessment of deficiency amount will be due and payable within 15 days of the date that such notice is sent by the Director.

(c) **Estimated assessment**-. If the Director is unable to audit the records of a taxpayer, either due to the taxpayer's refusal or lack of cooperation, due to time constraints or due to other reasons which the Director may reasonably determine, the Director shall make an estimate based upon such information as may be available and shall issue an assessment as provided herein. If a person, taxpayer or vendor neglects or refuses to make a return, the Director shall make an estimate, based upon such information as may be available, of the taxes due for the period for which such person is delinquent.

(d) **Failure to file penalty**-. If a person, taxpayer or vendor neglects or refuses to make a return as required in this Article or fails to pay any sales or use tax as required in this Article, and/or unless the taxpayer shows that his or her failure to comply fully with this Article is due to reasonable cause, which the taxpayer may prove in a hearing requested pursuant to this Article, the Director shall make an estimate, based upon such information as may be available, of the amount of taxes due for the period for which the taxpayer is delinquent and shall add thereto a penalty equal to the greater of the sum of $10.00 or ten percent thereof, and interest on such delinquent taxes at the rate of one percent per month from the date when due.

(e) **Mathematical error on tax returns**-. In the event that the amount of tax is understated on the taxpayer's return due to a mathematical error, the Director shall notify the taxpayer by written notice of final determination, assessment and demand for payment of the amount of tax in excess of that shown in the return which is due and has been assessed. The taxpayer shall have no right of protest or appeal as in the matter of other assessments, but shall pay the tax due and assessed or file an amended return to show the true amount of tax due within 15 days of the date that such assessment is sent by the Director.

(f) **Penalty for fraud**-. If any deficiency in taxes paid is due to fraud with the intent to evade the tax, there shall be added, instead of the penalty prescribed in Subsection (d) above, a penalty of 100 percent of the total amount of the deficiency to the assessment required by Subsection (a) above. Interest on such deficiency shall accrue and be collected at a rate of one percent per month on the amount of such deficiency from the date the return was due.

(g) **Special penalty for repeated enforcement**-. In an assessment issued to a person, vendor or taxpayer against whom enforcement proceedings have been commenced in the past, a special penalty, in addition to all others provided in this Article, shall also be assessed. This special penalty shall be equal to the greater of $250.00 or 25 percent of the tax deficiency. For purposes of this Subsection, enforcement proceedings means:

(1) Issuance of a distraint warrant;

(2) Filing of a lawsuit in the district or county court; or
(3) Three occurrences of the revocation of the person's, vendor's or taxpayer's license by the Director, issuance of a summons to Municipal Court for the nonpayment of taxes, or a combination of revocations and summonses.

(h) **Director may waive penalty**. The Director is hereby authorized to waive, for good cause shown, any penalty assessed as provided in this Article. Interest imposed in excess of nine percent per annum shall be deemed a penalty. If the Director finds that a taxpayer has, in good faith, paid tax to a vendor, the Director is hereby authorized to abate the interest and penalty in its entirety.

(i) **Interest and penalty assessment**. Interest and penalties ascribed under this Article shall be paid upon notice and demand and shall be assessed, collected and paid in the same manner as the tax to which it is applicable. If any portion of a tax is satisfied by credit of an overpayment, no interest or penalty shall be imposed under this Section on the portion of the tax so satisfied.

Sec. 4-3-170190. - Lien on assets.

(a) If any person fails to pay the sales tax within 15 days after it is due, the Director shall issue a notice setting forth the name of the taxpayer, the amount of the sales tax owed, the date of the accrual thereof and that the Town claims a first and prior lien therefor on any and all assets owned by the taxpayer, except as to preexisting liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser, which right has attached prior to the filing of the notice as hereinafter provided. The notice shall be on forms prepared by the Director and, when filed in the office of the clerk and recorder of any county in the State in which the taxpayer owns real or personal property, such notice shall create a lien as aforesaid on such property in that county and constitute a notice thereof.

(b) If any person fails to pay the use tax within ten days after it is due, the Director shall issue a notice setting forth the name of the taxpayer, the amount of the use tax owed and the date of the accrual thereof, and that the Town claims a first and prior lien therefor on the personal property of the taxpayer, except as to preexisting liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser, which right has attached prior to the filing of the notice as hereinafter provided. The notice shall be on forms prepared by the Director and, when filed in the office of the clerk and recorder of any county in the State in which the taxpayer owns personal property, such notice shall create a lien as aforesaid on such property in that county and constitute a notice thereof.

Sec. 4-4-200. - Amendments.

Except as to the sales tax and use tax rate provided for in this Chapter and the items taxed and exempted from the sales tax and use tax hereunder, the Town Council may amend, alter, delete or change the provisions of Article 3 and Article 4 of this Chapter by the adoption of an amending ordinance in accordance with law. Such amendment, alteration, deletion, or change need not be submitted to the electors of the Town for their approval.

ARTICLE 4 - Use Tax on Building Materials
Sec. 4-4-10. - Definitions.

For the purposes of this Article, the words herein contained shall have the meanings set forth in Section 39-26-201, C.R.S., and said definitions are incorporated herein by specific reference. The following terms shall have the following meanings:

**Construction Materials** means tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a structure or project including public and private improvements. Construction Materials include, but are not limited to, such things as: asphalt, bricks, builders' hardware, caulking material, cement, concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and cooling equipment, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster, plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting, steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wall board, wall coping, wallpaper, weather stripping, wire netting and screen, water mains and meters, and wood preserver. The above materials, when used for forms, or other items which do not remain as an integral and inseparable part of completed structure or project are not construction materials.

**Consumption** means the normal use of property for the purposes for which it was intended. Consumption includes waste or destruction.

**Cost** of construction means the total cost of constructing a building or other structure, exclusive of the cost of the land.

**Director** means the Finance Director of the Town as defined in Section 4-3-20 of this Chapter.

**Person** means any individual, firm, partnership, joint venture, corporation, limited liability company, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit.

**Purchase price** means the aggregate value measured in currency paid or delivered or promised to be paid or delivered in consummation of a sale, without any discount from the price on account of the cost of materials used, labor or service cost, and exclusive of any direct tax imposed by the federal government or by this article, and, in the case of all retail sales involving the exchange of property, also exclusive of the fair market value of the property exchanged at the same time and place of the exchange, if: (1) Such exchanged property is to be sold thereafter in the usual course of the retailer's business, or (2) Such exchanged property is a vehicle and is exchanged for another vehicle and both vehicles are subject to licensing, registration, or certification under the laws of this state, including, but not limited to, vehicles operating upon public highways, off-highway recreation vehicles, watercraft, and aircraft. Any money or other consideration paid over and above the value of the exchanged property is subject to tax.

Price or Purchase Price includes:

1. The amount of money received or due in cash and credits.
2. Property at fair market value taken in exchange but not for resale in the usual course of the retailer's business.
(3) Any consideration valued in money, whereby the manufacturer or someone else reimburses the retailer for part of the purchase price and other media of exchange.

(4) The total price charged on credit sales including finance charges which are not separately stated at the time of sale. An amount charged as interest on the unpaid balance of the purchase price is not part of the purchase price unless the amount added to the purchase price is included in the principal amount of a promissory note; except the interest or carrying charge set out separately from the unpaid balance of the purchase price on the face of the note is not part of the purchase price. An amount charged for insurance on the property sold and separately stated at the time of sale is not part of the purchase price.

(5) Installation, applying, remodeling or repairing the property, delivery and wheeling-in charges included in the purchase price and not separately stated.

(6) Transportation and other charges to effect delivery of tangible personal property to the purchaser.

(7) Indirect federal manufacturers’ excise taxes, such as taxes on automobiles, tires and floor stock.

(8) The gross purchase price of articles sold after manufacturing or after having been made to order, including the gross value of all the materials used, labor and service performed and the profit thereon.

Price or Purchase Price shall not include:

1. Any sales or use tax imposed by the State of Colorado or by any political subdivision thereof.

2. The fair market value of property exchanged if such property is to be sold thereafter in the retailers’ usual course of business. This is not limited to exchanges in Colorado. Out of state trade-ins are an allowable adjustment to the purchase price.

3. Discounts from the original price if such discount and the corresponding decrease in sales tax due is actually passed on to the purchaser, and the seller is not reimbursed for the discount by the manufacturer or someone else. An anticipated discount to be allowed for payment on or before a given date is not an allowable adjustment to the price in reporting gross sales.

*Taxpayer* means the person obligation to pay the use tax imposed by this Article.

*Use* means the exercise, for any length of time by any person within the City of any right, power or dominion over tangible personal property or services when rented, leased or purchased at retail from sources either within or without the City from any person or vendor or used in the performance of a contract in the City whether such tangible personal property is owned or not owned by the taxpayer. Use also includes the withdrawal of items from inventory for consumption.

Sec. 4-4-20. - Use tax imposed.

There is hereby imposed and there shall be paid and collected a use tax upon the privilege of using or consuming within the Town any construction and building materials purchased at retail. The tax shall be payable to the Town by any person who builds, constructs or improves any
building or structure within the Town. The tax shall be in an amount equal to three percent (3%) of fifty percent (50%) of the cost of construction or improvement of the building or other structure. The cost of construction or improvement shall be determined by the Director upon receipt of an application for a building permit, and shall be indicated by the Town on the building permit. A receipt for use taxes paid will be provided and should be presented upon purchase of construction materials so that the applicant will not be double-taxed for use taxes and sales taxes, and for the privilege of storing, using or consuming within the Town any motor and other vehicles, purchased at retail on which registration is required, such use tax to be in the amount of three percent (3%) of the retail cost thereof (the "use tax"). The use tax shall be collected in accordance with the schedules set forth in the rules and regulations promulgated by the Colorado Department of Revenue. The amount subject to the use tax shall not include the amount of any sales or use tax imposed by Article 26 of Title 39, C.R.S.

Sec. 4-4-30. Payment of estimated tax.

An estimate of the amount of tax payable pursuant to Section 4-4-30 shall be payable by the taxpayer prior to the issuance of any building permit for the construction or improvement of any building or other structure. The estimated amount shall be three percent (3%) of fifty percent (50%) of the cost of construction or improvement of the building or other structure. The cost of construction or improvement shall be determined by the Director upon receipt of an application for a building permit, and shall be indicated by the Town on the building permit. A receipt for the use taxes paid will be provided and should be presented upon purchase of construction materials so that the applicant will not be double-taxed for use taxes and sales taxes.

Sec. 4-4-40. Receipt for payment of estimated tax.

When the tax is paid, the Director shall issue a receipt to the taxpayer. The receipt shall indicate the building permit number and the property to which the building permit relates. No Town sales tax shall be payable with respect to purchases of building materials for which the use tax has been paid. Upon presentation by the taxpayer of a receipt for payment of the use tax, a retailer or vendor shall not collect the Town’s sales tax with respect to purchases of building materials for which the use tax has been paid.

Sec. 4-4-50. Payment required prior to building permit issuance.

No building permit shall issue until any estimated use tax payable pursuant to Section 4-4-30 has been paid.

Sec. 4-4-60. - Deficiency notice.

(a) If the Director believes that the amount of estimated tax paid pursuant to Section 4-4-30 is less than three percent (3%) of the purchase price paid for the building materials, the Director may, within thirty-six (36) months after the issuance of a certificate of occupancy for the building or other structure into which the building materials were incorporated, make a determination as to the amount of additional tax due. Within such thirty-six-month period, the Director shall mail by certified mail a deficiency notice to the taxpayer of the amount of additional tax, penalty and interest due. The notice shall include a demand for payment of the tax. The deficiency notice shall contain notification, in clear and conspicuous type, that the
taxpayer has the right to elect a hearing on the deficiency pursuant to Section 29-2-106(3), C.R.S.

(b) The mailing of the deficiency notice shall constitute an assessment and the assessment shall become final, due and payable after ten (10) days from the date of the mailing of the notice and demand unless, within that ten-day period, the taxpayer files with the Director a written request for a hearing to revise, modify or cancel the assessment. The request must state the reasons for the requested revision, modification or cancellation. The request shall be heard and determined by the Director in accordance with Section 4-4-80.

Sec. 4-4-70. - Refund requests.

If the taxpayer believes that the amount of estimated tax paid pursuant to Section 4-4-30 is more than three percent (3%) of the purchase price paid for the building materials, he or she may, within the time limitations established in Section 4-4-180, file with the Director a written request for refund of the amount of estimated tax paid in excess of three percent (3%) of the purchase price paid for the building materials. In the event the request for refund is denied, the taxpayer may request a hearing. Any request by the taxpayer for a hearing shall be heard and determined by the Director in accordance with Section 4-4-80.

Sec. 4-4-80. - Hearing procedure; final determination; appeal.

(a) If the Director receives a request pursuant to Subsection 4-4-60(b) for a hearing to revise, modify or cancel the assessment, or if the Director receives, pursuant to Section 4-4-70, a request for refund, the Director shall schedule a hearing on the request. Notice of the time and place of the hearing shall be mailed by certified mail to the taxpayer at least fifteen (15) days prior to the date of the hearing. The Director shall have the authority to issue subpoenas to compel the attendance of witnesses. Such hearing shall be informal and no transcript, rules of evidence or filing of briefs shall be required; however, the taxpayer may elect to submit a brief, in which case the Town may submit a brief. The burden shall be on the taxpayer to prove by a preponderance of the evidence that the taxpayer is entitled to a revision, modification or cancellation of the assessment or that the taxpayer is entitled to the requested refund. The Director shall hold such hearing and issue the final decision thereon within ninety (90) days after the Town's receipt of the taxpayer's request therefor; however, the Town may extend such period if the delay in holding the hearing or issuing the decision thereon was occasioned by the taxpayer. In any such event, the Director shall hold such hearing and issue the decision thereon within one hundred eighty (180) days of the taxpayer's written request therefor. The decision shall be sent by regular mail to the taxpayer. If the Director determines that any tax is due, the tax shall be due and payable as of the date the Director mails the decision to the taxpayer.

(b) State hearing.

(1) If a taxpayer has exhausted Town remedies, the taxpayer may either request a state hearing on such deficiency notice or claim for refund or appeal to the District Court.

(2) As used in this Section, the term state hearing means a hearing before the Executive Director of the Department of Revenue or delegate thereof as provided in Section 29-2-106.1(3), C.R.S.

(c) A request for a state hearing shall be made within thirty (30) days after the taxpayer's exhaustion of Town remedies. The taxpayer shall have no right to such hearing if the taxpayer has not exhausted Town remedies or if the taxpayer fails to request such hearing within the time
period provided for in this Subsection. For purposes of this Section, **exhaustion of City remedies** means:

1. The taxpayer has timely requested in writing a hearing before the Director and the Director has held the hearing and issued a final decision thereon; or

2. The taxpayer has timely requested in writing a hearing before the Director and the Director has failed to hold such hearing or has failed to issue a final decision thereon within the time periods prescribed in Subsection (a) hereof.

(d) An appeal directly to the District Court of the County shall be made within thirty (30) days after the taxpayer's exhaustion of Town remedies. Before commencing an action in District Court, the taxpayer shall file with the Director a bond in the form set forth in Subsection (g) hereof. The taxpayer shall have no right to such appeal if the taxpayer has not exhausted Town remedies, fails to request such appeal within the time period provided for in this Subsection or fails to post the bond required by this Subsection.

(e) If the taxpayer appeals to District Court the decision rendered by the Executive Director of the Colorado Department of Revenue or his or her delegate as a result of the state hearing, the taxpayer shall file a bond with the Director in the form set forth in Subsection (g) hereof, unless payment of the tax or the posting of a bond was previously required, in which case such previous payment or posting shall continue in effect. The taxpayer shall have no right to such appeal unless such bond has been posted.

(f) If the Town reasonably finds that collection of the tax will be jeopardized by delay, or if the taxpayer requests a postponement of either the hearing before the Town or the state hearing, other than on account of a death, physical illness or injury, or catastrophe which substantially impairs the taxpayer's ability to present the taxpayer's case, the taxpayer shall, prior to the hearing before the Town or the State, file with the Director a bond in the form set forth in Subsection (g) hereof.

(g) If the taxpayer is required by this Article to file a bond with the Director, the bond shall be in the form of a surety bond in twice the amount of the taxes, interest and other charges stated in the deficiency notice or final determination and which are contested by the taxpayer. The taxpayer may, at the taxpayer's option, satisfy the surety bond requirement by the assignment to the Town of a savings account or deposit in, or a certificate of deposit issued by, a state or national bank or by a state or federal savings and loan association, in accordance with Section 11-35-101(1), C.R.S., equal to twice the amount of the taxes, interest and other charges stated in the deficiency notice or final determination. The taxpayer may, at the taxpayer's option, deposit the disputed amount with the Director in lieu of posting a surety bond. If such amount is so deposited, no further interest shall accrue on the deficiency contested during the pendency of the action. At the conclusion of the action, after appeal to the Supreme Court or the Court of Appeals, or after the time for such appeal has expired, the funds deposited shall be, at the direction of the court, or the Town Council if the matter has not been appealed to a court, either retained by the Director and applied against the deficiency or returned in whole or in part to the taxpayer with interest at the rate imposed under Section 4-4-110. No claim for refund of amounts deposited with the Director need be made by the taxpayer in order for such amounts to be repaid in accordance with the direction of the court or of the Town Council.
(h) If the Town reasonably finds that the collection of the use tax will be jeopardized by delay, the Town may utilize the procedures set forth in Section 39-21-111, C.R.S.

Sec. 4-4-90. - Amount of estimated tax paid to be amount of use tax payable.

Unless additional tax is assessed pursuant to Section 4-4-60, or unless a request for refund is filed pursuant to Section 4-4-70, the amount of estimated tax paid pursuant to Section 4-4-30 shall be the amount of tax due and payable under Section 4-4-20.

Sec. 4-4-100. - Exemptions and credits.

(a) The following are exempt from taxation under this Article:

1. The use or consumption of building materials with respect to which the taxpayer has paid the retail sales tax imposed by Article 3 of this Chapter.
2. The use or consumption of building materials by the United States government, the State, its departments and institutions, and the political subdivisions thereof.
3. The use or consumption of building materials by religious, charitable and eleemosynary organizations when used or consumed by said organizations in the conduct of their regular charitable functions and activities.
4. The use or consumption by a contractor or subcontractor of building materials for the construction, alteration, repair or maintenance of streets, roads, buildings, and other structures owned and used by:
   a. The United States government, the State, its departments and institutions, and the political subdivisions thereof.
   b. Religious, charitable and eleemosynary organizations in the conduct of their regular charitable functions and activities.

(b) The sales or use tax shall not apply to the use or consumption of building materials, the sale or use of which has already been subject to a sales or use tax of another statutory or home rule municipality legally imposed on the purchaser or user equal to or in excess of three percent (3%). A credit shall be given against the use tax with respect to the purchaser's or user's use or consumption in the Town of the building materials, the amount of the credit to equal the tax paid by such purchaser or user by reason of the imposition of the sales or use tax on the other statutory or home rule municipality on his or her purchase or use of the building materials. The amount of the credit shall not exceed three percent (3%).

Sec. 4-4-110. - Interest and penalties.

(a) If any amount of use tax is not paid on or before the last date prescribed for payment, interest on such amount at the rate imposed under Subsection (h) hereof shall be paid for the period from such last date to the date paid. The last date prescribed for payment shall be determined without regard to any extension of time for payment and shall be determined without regard to any notice and demand for payment issued, by reason of jeopardy, prior to the last date otherwise prescribed for such payment. In the case of a tax for which the last date for payment is not otherwise prescribed, the last date for payment shall be deemed to be the date liability for the tax arises, and in no event shall it be later than the date that written notice and demand for payment of the tax is made by the Director.
(b) If any part of the deficiency in payment of the use tax is due to negligence or intentional disregard of this Article or of authorized rules and regulations of the Town with knowledge thereof, but without intent to defraud, there shall be added to the amount owed a penalty of ten percent (10%) of the total amount of the deficiency. Penalty interest in such case shall be collected at the rate imposed under Subsection (h), in addition to the interest provided by Subsection (a) hereof, on the amount of the deficiency from the time the return was due, from the person required to file the return, which penalty and interest shall become due and payable ten (10) days after written notice and demand for payment is given to such person by the Director. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added to the amount owed a penalty of one hundred percent (100%) of the total amount of the deficiency. In such case, the whole amount of the tax unpaid, including the penalty, shall become due and payable ten (10) days after written notice and demand for payment is given to such person by the Director, and an additional three percent (3%) per month on such amount shall be added from the date the return was due until paid.

(c) If a person neglects or refuses to make a return in payment of the use tax or to pay any use tax as required, the Director shall make an estimate, based upon such information as may be available, of the amount of taxes due for the period for which the taxpayer is delinquent, and shall add thereto a penalty equal to ten percent (10%) thereof and interest on such delinquent taxes at the rate imposed under Subsection (h) hereof, plus one-half of one percent (0.5%) per month from the date when due.

(d) Any use tax due and unpaid shall be a debt to the Town, and shall draw penalty interest at the rate imposed under Subsection (h) hereof, in addition to the interest provided by Subsection (a) hereof, from the time when due until paid.

(e) Interest prescribed under Subsections (a) through (d) hereof shall be paid upon notice and demand and shall be assessed, collected and paid in the same manner as the use tax to which it is applicable.

(f) If any portion of a use tax is satisfied by credit of an overpayment, then no interest shall be imposed on the portion of the use tax so satisfied for any period during which, if the period had not been made, interest would have been allowed with respect to such overpayment.

(g) Interest prescribed under Subsections (a) through (d) hereof on any use tax may be assessed and collected at any time during the period within which the tax to which such interest relates may be assessed and collected.

(h) When interest is required or permitted to be charged under any provisions of Subsections (a) through (d) hereof, the annual rate of interest shall be that established by the State Commissioner of Banking pursuant to Section 39-21-110.5, C.R.S.

(i) Nothing in Subsections (a) through (d) hereof shall preclude the Town from utilizing any other applicable penalties or remedies for the collection or enforcement of the use tax.

Sec. 4-4-120. - Duty to keep books and records.

Every person subject to the payment of the tax imposed by this Article shall keep, for a period of three (3) years following the date the tax was due and payable, records of all purchases made by him or her of building materials used or consumed in the construction or improvement of any building or structure in the Town. Such records shall be in a form which enables the Director to determine the amount of tax payable under this Article. The records shall be open for
examination at any reasonable time by the Director. If the records, or any part thereof, are kept outside the Town, the person subject to the tax imposed by this Article shall, upon request by the Director, make such records available for inspection by the Director at a suitable place within the Town to be designated by the Director. The Director may examine such records at a place outside the Town, provided that the taxpayer agrees to reimburse the Town for all costs and expenses incurred by the director in the inspection of such records outside the Town.

Sec. 4-4-130. - Lien.

The tax imposed by Section 4-4-20, together with accrued interest, shall be a first and prior lien on any real property into which the building materials are incorporated, subject only to any valid deed of trust, mortgage or other lien of record on the date of the filing with the County Clerk and Recorder of the notice of lien provided in Section 4-4-140.

Sec. 4-4-140. - Notice of lien.

If the tax imposed by Section 4-4-20 is not paid when due, the Director may issue a notice setting forth the name of the taxpayer, the amount of the tax and any accrued interest, and stating that the Town claims a first and prior lien in the amount of the tax and accrued interest on the real property into which the building materials subject to the tax were incorporated. Such notice shall be in the form prescribed by the Director, shall be verified by him or her, and may be filed with the County Clerk and Recorder. The filing of such notice of lien shall constitute notice thereof.

Sec. 4-4-150. - Foreclosure.

The lien provided in Sections 4-4-130 and 4-4-140 may be foreclosed by the Town in accordance with the statutory procedures for the foreclosure of mortgages on real property.

Sec. 4-4-160. - Release of lien.

Upon payment in full of the use tax and accrued interest, the Director shall execute a release of the lien provided in Sections 4-4-130 and 4-4-140. The release shall be in the form prescribed by the Director and shall be verified by him or her. The execution of such release by the Director shall terminate such lien, and such release may be filed by the taxpayer with the County Clerk and Recorder to give notice of the release of the lien.

Sec. 4-4-170. - Tax constitutes debt.

The tax imposed by Section 4-4-20 and any accrued interest thereon shall constitute a debt payable by the taxpayer to the Town, and the Town may file suit in the appropriate state court to collect such debt.

Sec. 4-4-180. - Limitations.

(a) The use tax shall not be imposed with respect to the use or consumption of building materials within the Town which occurs more than three (3) years after the most recent sale of the building materials if, within the three (3) years following such sale, the building materials have been significantly used within the State for the principal purpose for which they were purchased.

(b) No use tax, or interest thereon or penalties with respect thereto, shall be assessed, nor shall any notice of lien be filed, distraint warrant issued or suit for collection be instituted; nor shall any other action to collect the same be commenced, more than three (3) years after the date on
which the tax was or is payable; nor shall any lien continue after such period, except for taxes
assessed before the expiration of such period, notice of lien with respect to which has been filed
prior to the expiration of such period, in which case such lien shall continue only for one (1) year
after the filing of notice thereof. Before the expiration of a period of limitation, the taxpayer and
the Director may agree in writing to an extension thereof, and the period so agreed on may be
extended by subsequent agreements in writing.

(c) In the case of failure to file a return or the filing of a false or fraudulent return with intent
to evade tax, the use tax, together with penalties and interest thereon, may be assessed and
collected at any time.

(d) An application for refund of use tax paid under dispute by a purchaser or user who claims
an exemption pursuant to Section 4-4-100 shall be made within sixty (60) days after use or
consumption of the building materials for which an exemption is claimed.

(e) An application for refund of tax moneys paid in error or by mistake shall be made within
three (3) years after the date of use or consumption of the goods for which the refund is claimed.

Sec. 4-4-190. - Liability of officers and partners.

(a) The officers of a corporation or the partners of a partnership shall be liable to the Town for
payment of any taxes payable by a corporation or a partnership pursuant to this Article where
such officers or partners have willfully failed to collect, account for or pay over such tax, or have
willfully attempted in any manner to evade or defeat the payment of such tax.

(b) As used in this Section, the term willfully means that the act or failure to act was done
voluntarily, consciously and intentionally.

Sec. 4-4-30. - Use tax exemptions.

In no event shall the use tax apply:

(1) To the storage, use or consumption of any tangible property the sale of which is
subject to a retail sales tax imposed by the Town.

(2) To the storage, use or consumption of any tangible property purchased for resale in the
Town, either in its original form or as an ingredient of a manufactured or compounded
product, in the regular course of a business.

(3) To the storage, use or consumption of tangible personal property brought into the
Town by a nonresident thereof for his or her own storage, use or consumption while
temporarily within the Town; however, this exemption does not apply to the storage, use or
consumption of tangible personal property brought into the State by a nonresident to be used in the conduct of a business in the State.

(4) To the storage, use or consumption of tangible personal property by the United States
government or the State, or its institutions or political subdivisions, in their
governmental capacities only, or by religious or charitable corporations in the conduct of their regular religious or charitable functions.

(5) To the storage, use or consumption of tangible personal property by a person engaged
in the business of manufacturing or compounding for sale, profit or use any article,
substance or commodity, which tangible personal property enters into the processing of or becomes an ingredient or component part of the product or service which is manufactured, compounded or furnished and the container, label or the furnished shipping case thereof.

(6) To the storage, use or consumption of any article of tangible personal property the sale or use of which already has been subjected to a legally imposed sales or use tax of another statutory or home rule town, city or city and county equal to or in excess of the use tax. A credit shall be granted against the use tax with respect to a person's storage, use or consumption in the Town of tangible personal property purchased by him or her elsewhere. The amount of the credit shall be equal to the tax paid by him or her by reason of the imposition of a sales or use tax of another statutory or home rule town, city or city and county on his or her purchase or use of the property. The amount of the credit shall not exceed the amount of the use tax.

(7) To the storage, use or consumption of tangible personal property and household effects acquired outside of the Town and brought into it by a nonresident acquiring residency.

(8) To the storage or use of a motor vehicle if the owner is or was, at the time of purchase, a nonresident of the Town and he or she purchased the vehicle outside of the Town for use outside of the Town and actually so used it for a substantial and primary purpose for which it was acquired and he or she registered, titled and licensed said motor vehicle outside of the Town.

(9) To the storage, use or consumption of any construction and building materials and motor and other vehicles on which registration is required if a written contract for the purchase thereof was entered into prior to the effective date of the use tax.

(10) To the storage, use or consumption of any construction and building materials required or made necessary in the performance of any construction contract bid, let or entered into at any time prior to the effective date of the use tax.

Sec. 4-4-40. - Motor and other vehicle use tax collection.

(a) The use tax shall be applicable for every motor or other vehicle for which registration is required by state law. No registration shall be made of any motor or other vehicle for which registration is required, and no certificate of title shall be issued for such vehicle by the Colorado Department of Revenue or its authorized agents, until any use tax due upon the storage, use or consumption thereof has been paid.

(b) The use tax on motor or other vehicles shall be collected by the authorized agent of the Colorado Department of Revenue in Larimer County, pursuant to an agreement between the Town and the Executive Director, execution of which is hereby authorized.

(c) The proceeds of the use tax on motor or other vehicles shall be paid by the Town periodically in accordance with the agreement authorized by Subsection (b) above.

Sec. 4-4-50. - Collection; administration and enforcement of construction and building materials use tax.
The collection, administration and enforcement of the use tax on construction and building materials shall be performed by the Town Treasurer. The Town Council is hereby authorized to adopt all rules and regulations which may be necessary or appropriate for the collection, administration and enforcement of the use tax on construction and building materials.

Sec. 4-4-60. - Lien on property.

If any person fails to pay the use tax within ten days after it is due, the Town Treasurer shall issue a notice setting forth the name of the taxpayer, the amount of the use tax owed and the date of the accrual thereof, and that the Town claims a first and prior lien therefor on the real and personal property of the taxpayer, except as to preexisting liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser, which right has attached prior to the filing of the notice as hereinafter provided. The notice shall be on forms prepared by the Town Treasurer and, when filed in the office of the clerk and recorder of any county in the State in which the taxpayer owns real or personal property, such notice shall create a lien as aforesaid on such property in that county and constitute a notice thereof.

Sec. 4-4-70. - Amendments.

Except as to the sales tax and use tax rate provided for in this Chapter and the items taxed and exempted from the sales tax and use tax hereunder, the Town Council may amend, alter, delete or change the provisions of Article 3 and this Article by the adoption of an amending ordinance in accordance with law. Such amendment, alteration, deletion or change need not be submitted to the electors of the Town for their approval.

Sec. 4-4-80. - Use tax assessed.

(a) Use taxes are assessed on the cost of construction materials only. Prior to the issuance of any building permit, all use taxes must be paid on construction materials.

(b) Use taxes are payable to the Town upon approval of a permit application by the Building Inspector and should also be paid prior to the purchase of construction materials. A receipt for the use taxes paid will be provided and should be presented upon purchase of construction materials so that the applicant will not be double taxed for use taxes and sales taxes.

Sec. 4-4-90. - Use tax calculation.

Use taxes are normally established as equal to 50 percent of the total project value and are calculated as follows:

\[
50\% \text{ of total valuation} = \text{total cost of construction materials} \times 3\% = \text{Use tax}
\]

For example, the use tax on a $40,000.00 house would equal $600.00: $20,000 \times 3\% = $600.00.

Sec. 4-4-100. - Use tax rebate procedure.

If the 50 percent of total valuation used to calculate use taxes for a particular project is in excess of the actual cost of the materials as verified by all actual receipts for materials, such receipts may be submitted to the Town Clerk for a determination as to whether a refund of the
excess use taxes paid may be given. If an applicant intends to utilize this rebate procedure, the applicant shall notify the Town Clerk of such intent upon submittal of his or her building permit application. Failure to so notify the Town Clerk shall be grounds for denying a rebate request. No refund of excess use taxes paid will automatically be given. Any request for a refund must be accompanied by receipts with the applicant's name and address clearly indicated. Upon receipt of the request for a refund, complete with all receipts, the Town Clerk shall submit the same to the Building Inspector for review and a determination as to whether, in his or her reasonable opinion, receipts for all of the materials used for the structure have been provided.
CHAPTER 6 – Business Licenses and Regulations

ARTICLE 1 – Licenses Generally

Division 1 – Business Licenses

Sec. 6-1-100. - Period of license.

All licenses shall expire on December 31st of each calendar year.

Sec. 6-1-230. - License application and administration.

(a) An applicant for a license shall submit an application to the Town Clerk on forms provided by the Town, stating the business name and address, mailing address, type of business and such other information as may be required by the Town.

(b) An application for renewal shall be filed with the Town Clerk Finance Department. Licenses shall be in effect for one year and shall expire on December 31st of each year, and shall be renewed annually. Renewal of a license may be denied as provided in 6-1-240 below.

(c) Each license shall show the name, location, mailing address and character of business of the licensee and shall be posted in a conspicuous place at the business location for which it is issued.

(d) No license shall be transferable. After any sale or transfer of a business, the new owner shall apply for a new license.
**EXECUTIVE SUMMARY:** The draft 2018 Town budget was discussed with the Council during the Town Council meetings held on August 8th and October 24th. After the sales tax increase election didn’t pass, the Town Council had a special budget work session on December 4, 2017. At that meeting a very different budget was presented that removed the bulk of capital improvement projects such as the improvement of Harmony Road to CR1, the Town Administration Building and others. In addition, Town events such as the Town Barbeque and 4th of July celebration were also removed from the budget. The Town Council phrased this as “pushing the pause button” with the intent of conducting community outreach in the first quarter of 2018 to obtain the residents’ prioritization of projects.

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

**KEY POINTS/SUPPORTING INFORMATION:** Details of the 2018 draft budget were discussed during the Council budget work sessions. As stated above, significant changes to the budget presented here are a result of the December 4 work session pending community input in 2018.

- The resulting budget does accumulate significant fund balances through 2022 as a result of removal of major capital projects.
- The budget does not include any new personnel with the exception of one public works maintenance worker. The postponement of personnel hiring includes no additional police officers. This results in a delay of the force reaching 24/7 coverage, originally anticipated in 2020.
- All events have been removed from this budget with the exception of the Town Beautification and Appreciation day at a cost of $25,000. The public outreach will help determine whether the residents consider Town events a priority to be re-instated.
- The new Town Administration building has been pulled from the budget. The current process of value engineering started in September to complete the final design. The construction project is postponed until a later date to be determined in 2018.

**ADVANTAGES:** The Town of Timnath Home Rule Charter requires the 2018 budget be adopted no later than December 15, 2017. The schedule and adoption of this budget will comply.
**DISADVANTAGES:** If the ordinance is not passed by December 15, 2017, the Town will not be in compliance with the Home Rule Charter and no 2018 budget will be in place.

**FINANCIAL IMPACT:** This Ordinance establishes the budget for 2018.

**RECOMMENDED MOTION:** I move to approve Ordinance No. 25, Series 2017 entitled “An Ordinance summarizing expenditures and revenues for each fund and adopting a budget for the Town of Timnath, Colorado, for the calendar year beginning on the first day of January 2018, and ending on the last day of December, 2018”.

**ATTACHMENTS:**
1.) Ordinance
2.) 2018 Draft Budget
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 25, SERIES 2017


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 considered all relevant factors concerning the 2018 Budget and is required by state law to adopt an annual budget on or prior to December 15, 2017; 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, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO, ORDAINS:

ARTICLE 1 - The Town Council hereby approves the 2018 Budget as set forth in Exhibit A, attached hereto, for the fiscal year beginning January 1, 2018, and ending December 31, 2018.

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 TIMNATH TOWN COUNCIL ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
# Town of Timnath Summary
## Forecasted 2018 Budget as Projected with 2016 Actuals and 2017 Estimated

<table>
<thead>
<tr>
<th>Source</th>
<th>2016 Actual</th>
<th>2017 Budget</th>
<th>9/30/2017 Actual</th>
<th>2017 Estimated</th>
<th>2018 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**2016 2017 9/30/2017 2017 2018**

1. **Beginning Fund Balances**
   - $10,869,720
   - $10,731,397
   - $10,570,752
   - $10,570,752
   - $11,423,675

2. **Revenues**
   - **Taxes**: 2,918,873
   - **Intergovernmental**: 8,327,765
   - **Licenses, fees and charges**: 2,452,098
   - **Other**: 75,187
   - **Grants**: 281,686
   - **Total revenues**: 14,055,609

3. **Transfers In**
   - **General Fund (from Grant Fund)**: 74,331
   - **Total transfers in**: 74,331

4. **Total funds available**: 24,999,660

5. **Expenditures**
   - **General Government**: 2,262,910
   - **Municipal Court**: 17,945
   - **Community Development**: 777,747
   - **Public Safety**: 785,504
   - **Public Works**: 1,267,817
   - **Parks and Recreation**: 3,601,051
   - **Capital Outlay**: 5,641,603
   - **Total expenditures**: 14,354,577

6. **Transfers Out**
   - **Grant Fund (to General Fund)**: 74,331
   - **Total transfers out**: 74,331

7. **Total expenditures and transfers out requiring appropriation**: 14,428,908

8. **Ending Fund Balances**
   - $10,570,752
   - $3,222,614
   - $11,835,650
   - $11,423,675
   - $12,351,839

---

Preliminary Draft - Subject to Revisions
<table>
<thead>
<tr>
<th>Funds Reserved For:</th>
<th>2016 Actual</th>
<th>2017 Budget</th>
<th>9/30/2017 Actual</th>
<th>2017 Estimated</th>
<th>2018 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency reserves (TABOR)</td>
<td>143,000</td>
<td>405,000</td>
<td>254,816</td>
<td>235,764</td>
<td>247,926</td>
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<tr>
<td>Conservation Trust</td>
<td>71,201</td>
<td>-</td>
<td>88,849</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Grants</td>
<td>2,500</td>
<td>-</td>
<td>2,599</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1/4 Cent</td>
<td>-</td>
<td>-</td>
<td>151,881</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Police impact fees</td>
<td>168,037</td>
<td>246,852</td>
<td>279,799</td>
<td>261,567</td>
<td>325,809</td>
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<tr>
<td>Parks impact fees</td>
<td>64,168</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>109,115</td>
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<tr>
<td>Public buildings impact fees</td>
<td>150,786</td>
<td>-</td>
<td>344,127</td>
<td>377,186</td>
<td>588,386</td>
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<tr>
<td>Stormwater impact fees</td>
<td>91,557</td>
<td>119,638</td>
<td>226,777</td>
<td>220,037</td>
<td>67,877</td>
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<tr>
<td>Transportation impact fees</td>
<td>339,200</td>
<td>-</td>
<td>914,763</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Cash in lieu of land - School</td>
<td>910,839</td>
<td>1,507,041</td>
<td>1,227,372</td>
<td>1,290,639</td>
<td>-</td>
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<tr>
<td>Cash in lieu - Parks</td>
<td>263,884</td>
<td>142,872</td>
<td>361,350</td>
<td>571,244</td>
<td>658,484</td>
</tr>
<tr>
<td>Capital projects - loan proceeds transferred from TDA</td>
<td>874,913</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

| Funds Designated For:            |            |             |                  |                |                |
| Working reserve                  | 801,100     | 740,200     | 704,200          | 965,800        | 1,155,200      |
| Undesignated and Unreserved Funds| 6,689,567   | 61,011      | 7,279,117        | 7,501,438      | 9,199,042      |

| Ending Fund Balances             |            |             |                  |                |                |
| $ 10,570,752                     | $ 3,222,614 | $ 11,835,650 | $ 11,423,675     | $ 12,351,839   |

Preliminary Draft - Subject to Revisions
<table>
<thead>
<tr>
<th>44</th>
<th><strong>BEGINNING FUND BALANCE</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2016 ACTUAL</td>
<td>2017 BUDGET</td>
<td>9/30/17 ACTUAL</td>
<td>2017 ESTIMATED</td>
<td>2018 PROJECTED</td>
</tr>
<tr>
<td>45</td>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td><strong>TAXES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Property tax</td>
<td>73,288</td>
<td>94,675</td>
<td>93,969</td>
<td>94,675</td>
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<tr>
<td>48</td>
<td>Specific ownership tax</td>
<td>30,195</td>
<td>41,100</td>
<td>31,744</td>
<td>42,300</td>
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<tr>
<td>49</td>
<td>Sales tax</td>
<td>1,393,776</td>
<td>1,540,000</td>
<td>1,069,244</td>
<td>1,533,000</td>
</tr>
<tr>
<td>50</td>
<td>Motor vehicle sales tax</td>
<td>388,386</td>
<td>394,700</td>
<td>307,547</td>
<td>410,100</td>
</tr>
<tr>
<td>51</td>
<td>Use tax - building materials</td>
<td>1,033,228</td>
<td>1,808,400</td>
<td>1,333,267</td>
<td>1,626,356</td>
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<tr>
<td>52</td>
<td><strong>TOTAL TAXES</strong></td>
<td>2,918,873</td>
<td>3,878,875</td>
<td>2,835,771</td>
<td>3,706,431</td>
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<tr>
<td>53</td>
<td><strong>INTERGOVERNMENTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>1/4 cent sales tax</td>
<td>131,761</td>
<td>144,000</td>
<td>151,484</td>
<td>175,000</td>
</tr>
<tr>
<td>55</td>
<td>Highway Users Tax (HUTF)</td>
<td>114,125</td>
<td>125,857</td>
<td>96,889</td>
<td>134,091</td>
</tr>
<tr>
<td>56</td>
<td>Conservation Trust Fund (Lottery)</td>
<td>22,043</td>
<td>27,000</td>
<td>17,232</td>
<td>34,500</td>
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<tr>
<td>57</td>
<td>Cigarette tax</td>
<td>15,476</td>
<td>14,000</td>
<td>11,841</td>
<td>15,000</td>
</tr>
<tr>
<td>58</td>
<td>Severance tax</td>
<td>5,955</td>
<td>5,955</td>
<td>6,035</td>
<td>6,035</td>
</tr>
<tr>
<td>59</td>
<td>County Road &amp; Bridge shareback</td>
<td>35,011</td>
<td>34,501</td>
<td>34,189</td>
<td>34,501</td>
</tr>
<tr>
<td>60</td>
<td>Motor vehicle registration fees</td>
<td>10,474</td>
<td>14,700</td>
<td>9,357</td>
<td>12,700</td>
</tr>
<tr>
<td>61</td>
<td>Town of Windsor reimbursement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>62</td>
<td>Capital - transfer from TDA</td>
<td>5,575,631</td>
<td>954,707</td>
<td>892,023</td>
<td>3,317,827</td>
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<tr>
<td>63</td>
<td>Intergovernmental - TDA - general</td>
<td>2,417,289</td>
<td>2,828,809</td>
<td>2,258,883</td>
<td>2,370,881</td>
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<tr>
<td>64</td>
<td><strong>TOTAL INTERGOVERNMENTAL</strong></td>
<td>8,327,765</td>
<td>4,149,529</td>
<td>3,478,113</td>
<td>6,100,535</td>
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<tr>
<td>65</td>
<td><strong>LICENCES, FEES AND CHARGES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Sales tax and business license fees</td>
<td>21,533</td>
<td>20,400</td>
<td>13,263</td>
<td>17,400</td>
</tr>
<tr>
<td>67</td>
<td>Liquor license fees</td>
<td>225</td>
<td>225</td>
<td>225</td>
<td>225</td>
</tr>
<tr>
<td>68</td>
<td>Building permit fees</td>
<td>365,372</td>
<td>712,400</td>
<td>130,487</td>
<td>172,700</td>
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<tr>
<td>69</td>
<td>Annexation fees</td>
<td>-</td>
<td>50,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>70</td>
<td>Community development fees</td>
<td>29,525</td>
<td>60,000</td>
<td>9,820</td>
<td>60,000</td>
</tr>
<tr>
<td>71</td>
<td>Administrative fees</td>
<td>205,404</td>
<td>356,200</td>
<td>238,205</td>
<td>367,900</td>
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<tr>
<td>72</td>
<td>Building assessments</td>
<td>1,487,877</td>
<td>3,584,229</td>
<td>2,999,931</td>
<td>2,932,545</td>
</tr>
<tr>
<td>73</td>
<td>Contract reimbursements</td>
<td>22,000</td>
<td>851,712</td>
<td>20,500</td>
<td>908,188</td>
</tr>
<tr>
<td>74</td>
<td>Developer charge backs</td>
<td>308,462</td>
<td>453,690</td>
<td>77,784</td>
<td>286,200</td>
</tr>
<tr>
<td>75</td>
<td>Other licenses, fees and charges</td>
<td>11,700</td>
<td>13,000</td>
<td>9,335</td>
<td>12,000</td>
</tr>
<tr>
<td>76</td>
<td><strong>TOTAL LICENSES, FEES AND CHARGES</strong></td>
<td>2,452,098</td>
<td>6,101,856</td>
<td>2,799,600</td>
<td>4,739,808</td>
</tr>
<tr>
<td>77</td>
<td><strong>OTHER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>78</td>
<td>Franchise fees</td>
<td>148,105</td>
<td>148,800</td>
<td>89,107</td>
<td>152,800</td>
</tr>
<tr>
<td>79</td>
<td>Fines and forfeitures</td>
<td>29,608</td>
<td>35,000</td>
<td>26,660</td>
<td>36,000</td>
</tr>
<tr>
<td>80</td>
<td>Certificates of Participation (COPs)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>81</td>
<td>Recreation program fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>82</td>
<td>Land sale</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>83</td>
<td>Net investment income</td>
<td>61,260</td>
<td>55,000</td>
<td>77,830</td>
<td>100,000</td>
</tr>
<tr>
<td>84</td>
<td>Miscellaneous</td>
<td>42,713</td>
<td>75,004</td>
<td>78,798</td>
<td>95,000</td>
</tr>
<tr>
<td>85</td>
<td><strong>TOTAL OTHER</strong></td>
<td>281,686</td>
<td>313,804</td>
<td>272,395</td>
<td>383,800</td>
</tr>
<tr>
<td>86</td>
<td><strong>Total revenue</strong></td>
<td>13,980,422</td>
<td>14,444,064</td>
<td>9,385,879</td>
<td>14,930,574</td>
</tr>
<tr>
<td>87</td>
<td><strong>TRANSFERS IN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>88</td>
<td>Grant Fund</td>
<td>74,331</td>
<td>3,213</td>
<td>1,004</td>
<td>3,603</td>
</tr>
<tr>
<td>89</td>
<td><strong>Total transfers in</strong></td>
<td>74,331</td>
<td>3,213</td>
<td>1,004</td>
<td>3,603</td>
</tr>
<tr>
<td>90</td>
<td><strong>Total funds available</strong></td>
<td>24,922,829</td>
<td>25,178,674</td>
<td>19,955,135</td>
<td>25,502,429</td>
</tr>
</tbody>
</table>
**TOWN OF TIMNATH**

**GENERAL FUND**

**FORECASTED 2018 BUDGET AS PROJECTED**
WITH 2016 ACTUALS AND 2017 ESTIMATED

<table>
<thead>
<tr>
<th>91</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>92</td>
<td>GENERAL GOVERNMENT</td>
</tr>
<tr>
<td>93</td>
<td>Town Council expenditures</td>
</tr>
<tr>
<td>94</td>
<td>Town Administration - salaries and benefits</td>
</tr>
<tr>
<td>95</td>
<td>Town Clerk - elections</td>
</tr>
<tr>
<td>96</td>
<td>County Treasurer and other fees</td>
</tr>
<tr>
<td>97</td>
<td>Dues and memberships</td>
</tr>
<tr>
<td>98</td>
<td>Finance - Contracted</td>
</tr>
<tr>
<td>99</td>
<td>Finance - Contracted - Out of Scope</td>
</tr>
<tr>
<td>100</td>
<td>Human resources - Contracted</td>
</tr>
<tr>
<td>101</td>
<td>Information Technology - Contracted</td>
</tr>
<tr>
<td>102</td>
<td>Information Technology - hardware and software</td>
</tr>
<tr>
<td>103</td>
<td>Legal - Contracted</td>
</tr>
<tr>
<td>104</td>
<td>Legal - Contracted - Out of Scope</td>
</tr>
<tr>
<td>105</td>
<td>Legal - Special counsel</td>
</tr>
<tr>
<td>106</td>
<td>Audit</td>
</tr>
<tr>
<td>107</td>
<td>Consulting</td>
</tr>
<tr>
<td>108</td>
<td>Insurance</td>
</tr>
<tr>
<td>109</td>
<td>General Office and Administration</td>
</tr>
<tr>
<td>110</td>
<td>Town events</td>
</tr>
<tr>
<td>111</td>
<td>Community engagement</td>
</tr>
<tr>
<td>112</td>
<td>Economic development</td>
</tr>
<tr>
<td>113</td>
<td>COPs costs of issuance</td>
</tr>
<tr>
<td>114</td>
<td>Other</td>
</tr>
<tr>
<td>115</td>
<td>TOTAL GENERAL GOVERNMENT</td>
</tr>
</tbody>
</table>

| 116 | MUNICIPAL COURT |
| 117 | Municipal Judge | 4,695 | 6,000 | 3,198 | 5,000 | 10,000 |
| 118 | Legal | 13,200 | 30,000 | 9,988 | 15,000 | 30,000 |
| 119 | Translator | 50 | 1,000 | - | 200 | 1,000 |
| 120 | Defendant Counsel | - | 2,500 | - | 500 | 5,000 |
| 121 | Jail services | - | 1,000 | - | - | 1,000 |
| 122 | TOTAL MUNICIPAL COURT | 17,945 | 40,500 | 13,186 | 20,700 | 47,000 |

| 123 | COMMUNITY DEVELOPMENT |
| 124 | Salaries and benefits | 59,897 | 68,101 | 51,075 | 67,080 | 70,442 |
| 125 | Planning services - Contracted | 319,990 | 353,881 | 295,925 | 353,881 | 462,728 |
| 126 | Master planning studies | 40,271 | 250,000 | 90,633 | 138,000 | 268,000 |
| 127 | Consulting services | - | 12,000 | 7,351 | 22,500 | 12,000 |
| 128 | Building permits - Contracted | - | 5,000 | - | 2,500 | 5,000 |
| 129 | Code enforcement - Contracted | 15,814 | 18,000 | 14,083 | 17,000 | 32,000 |
| 130 | Development review | 326,313 | 504,100 | 232,553 | 318,000 | 530,000 |
| 131 | General Office and Administration | 13,371 | 31,500 | 5,273 | 30,000 | 32,000 |
| 132 | Other | 2,091 | 7,000 | 2,925 | 4,000 | 4,000 |
| 133 | TOTAL COMMUNITY DEVELOPMENT | 777,747 | 1,249,582 | 699,818 | 952,961 | 1,416,170 |

Preliminary Draft - Subject to Revisions

4
### TOWN OF TIMNATH
#### GENERAL FUND

**FORECASTED 2018 BUDGET AS PROJECTED**  
**WITH 2016 ACTUALS AND 2017 ESTIMATED**

<table>
<thead>
<tr>
<th>2016 ACTUAL</th>
<th>2017 BUDGET</th>
<th>9/30/17 ACTUAL</th>
<th>2017 ESTIMATED</th>
<th>2018 PROJECTED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL PARKS AND RECREATION</strong></td>
<td>3,601,051</td>
<td>2,169,135</td>
<td>1,712,702</td>
<td>2,034,525</td>
</tr>
<tr>
<td>Salaries and benefits</td>
<td>599,395</td>
<td>920,698</td>
<td>570,510</td>
<td>789,177</td>
</tr>
<tr>
<td>General Office and Administration</td>
<td>11,505</td>
<td>14,220</td>
<td>7,227</td>
<td>12,905</td>
</tr>
<tr>
<td>Equipment</td>
<td>21,820</td>
<td>36,486</td>
<td>20,683</td>
<td>45,765</td>
</tr>
<tr>
<td>Contracted services</td>
<td>65,745</td>
<td>69,878</td>
<td>52,580</td>
<td>69,983</td>
</tr>
<tr>
<td>Vehicles and maintenance</td>
<td>65,901</td>
<td>72,000</td>
<td>54,886</td>
<td>62,202</td>
</tr>
<tr>
<td>Training</td>
<td>6,577</td>
<td>7,975</td>
<td>3,879</td>
<td>10,560</td>
</tr>
<tr>
<td>Other</td>
<td>14,561</td>
<td>14,100</td>
<td>19,534</td>
<td>31,381</td>
</tr>
<tr>
<td><strong>TOTAL PUBLIC SAFETY</strong></td>
<td>785,504</td>
<td>1,135,357</td>
<td>729,299</td>
<td>1,021,972</td>
</tr>
<tr>
<td>Salaries and benefits</td>
<td>211,014</td>
<td>292,173</td>
<td>211,493</td>
<td>280,226</td>
</tr>
<tr>
<td>Public Works Director - Contracted</td>
<td>183,690</td>
<td>193,853</td>
<td>149,260</td>
<td>193,853</td>
</tr>
<tr>
<td>General engineering - Contracted</td>
<td>187,571</td>
<td>230,625</td>
<td>146,790</td>
<td>230,625</td>
</tr>
<tr>
<td>General engineering - Contracted - Out of Scope</td>
<td>42,367</td>
<td>50,000</td>
<td>287,538</td>
<td>50,000</td>
</tr>
<tr>
<td>Mosquito control</td>
<td>27,512</td>
<td>40,000</td>
<td>33,300</td>
<td>34,000</td>
</tr>
<tr>
<td>Weed control</td>
<td>15,800</td>
<td>20,000</td>
<td>1,023</td>
<td>10,000</td>
</tr>
<tr>
<td>Grading</td>
<td>10,219</td>
<td>20,000</td>
<td>-</td>
<td>10,000</td>
</tr>
<tr>
<td>Vehicles - repairs and maintenance</td>
<td>127,359</td>
<td>182,000</td>
<td>79,374</td>
<td>148,000</td>
</tr>
<tr>
<td>Materials</td>
<td>3,109</td>
<td>12,000</td>
<td>3,150</td>
<td>7,500</td>
</tr>
<tr>
<td>Equipment rentals</td>
<td>751</td>
<td>2,500</td>
<td>-</td>
<td>400</td>
</tr>
<tr>
<td>Snow plowing</td>
<td>20,443</td>
<td>25,000</td>
<td>8,474</td>
<td>25,000</td>
</tr>
<tr>
<td>Street sweeping</td>
<td>2,780</td>
<td>10,000</td>
<td>3,310</td>
<td>7,000</td>
</tr>
<tr>
<td>Street lighting</td>
<td>59,471</td>
<td>75,000</td>
<td>45,030</td>
<td>70,000</td>
</tr>
<tr>
<td>Signal maintenance</td>
<td>10,168</td>
<td>20,000</td>
<td>7,314</td>
<td>20,000</td>
</tr>
<tr>
<td>Drainage</td>
<td>-</td>
<td>20,000</td>
<td>26,000</td>
<td>26,000</td>
</tr>
<tr>
<td>Road maintenance/resurfacing</td>
<td>268,587</td>
<td>350,000</td>
<td>287,538</td>
<td>350,000</td>
</tr>
<tr>
<td>Landscape maintenance</td>
<td>4,127</td>
<td>15,000</td>
<td>9,642</td>
<td>15,000</td>
</tr>
<tr>
<td>Street signs</td>
<td>9,230</td>
<td>10,000</td>
<td>4,160</td>
<td>8,000</td>
</tr>
<tr>
<td>Street striping</td>
<td>43,264</td>
<td>50,000</td>
<td>1,814</td>
<td>50,000</td>
</tr>
<tr>
<td>Town clean-up day</td>
<td>11,401</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tractor lease</td>
<td>14,116</td>
<td>1,176</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Boxelder ESDP Participation</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other</td>
<td>14,838</td>
<td>44,000</td>
<td>28,933</td>
<td>42,500</td>
</tr>
<tr>
<td><strong>TOTAL PUBLIC WORKS</strong></td>
<td>1,267,817</td>
<td>1,663,327</td>
<td>1,067,983</td>
<td>1,578,104</td>
</tr>
<tr>
<td>Salaries and benefits</td>
<td>11,518</td>
<td>16,535</td>
<td>12,765</td>
<td>18,463</td>
</tr>
<tr>
<td>Park maintenance</td>
<td>43,793</td>
<td>145,000</td>
<td>70,633</td>
<td>112,443</td>
</tr>
<tr>
<td>Reservoir lease</td>
<td>111,851</td>
<td>127,600</td>
<td>90,647</td>
<td>118,269</td>
</tr>
<tr>
<td>Capital outlay</td>
<td>3,433,889</td>
<td>1,880,000</td>
<td>1,538,657</td>
<td>1,785,350</td>
</tr>
<tr>
<td><strong>TOTAL PARKS AND RECREATION</strong></td>
<td>3,601,051</td>
<td>2,169,135</td>
<td>1,712,702</td>
<td>2,034,525</td>
</tr>
<tr>
<td>Roads and Utilities</td>
<td>3,821,842</td>
<td>4,653,667</td>
<td>1,761,468</td>
<td>3,387,667</td>
</tr>
<tr>
<td>Buildings and Equipment</td>
<td>192,266</td>
<td>2,838,000</td>
<td>252,589</td>
<td>521,176</td>
</tr>
<tr>
<td>Stormwater</td>
<td>1,557,387</td>
<td>230,625</td>
<td>146,790</td>
<td>230,625</td>
</tr>
<tr>
<td>Community Revitalization/Visioning Projects</td>
<td>-</td>
<td>5,250,000</td>
<td>54,983</td>
<td>2,211,000</td>
</tr>
<tr>
<td>Certificates of Participation</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>DOLA Loan</td>
<td>70,112</td>
<td>70,112</td>
<td>70,112</td>
<td>70,112</td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL OUTLAY</strong></td>
<td>5,641,603</td>
<td>12,911,779</td>
<td>2,160,140</td>
<td>6,219,955</td>
</tr>
<tr>
<td>Total expenditures</td>
<td>14,354,577</td>
<td>21,956,060</td>
<td>8,122,084</td>
<td>14,078,754</td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>$10,568,252</td>
<td>$3,222,614</td>
<td>$11,833,051</td>
<td>$11,423,675</td>
</tr>
</tbody>
</table>

Preliminary Draft - Subject to Revisions
## TOWN OF TIMNATH
### SPECIAL REVENUE FUND - GRANTS
### FORECASTED 2018 BUDGET AS PROJECTED
### WITH 2016 ACTUALS AND 2017 ESTIMATED

<table>
<thead>
<tr>
<th></th>
<th>2016 ACTUAL</th>
<th>2017 BUDGET</th>
<th>9/30/17 ACTUAL</th>
<th>2017 ESTIMATED</th>
<th>2018 PROJECTED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING FUND BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1,644 $</td>
<td>$</td>
<td>$2,500 $</td>
<td>$2,500 $</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GOCO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poudre River Trailhead Park</td>
<td>$69,510</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Public Safety - fire arms</td>
<td>$2,464</td>
<td>-</td>
<td>413</td>
<td>413</td>
<td>-</td>
</tr>
<tr>
<td>Federal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bureau of Justice Assistance</td>
<td>$713</td>
<td>$713</td>
<td>$690</td>
<td>$690</td>
<td>$700</td>
</tr>
<tr>
<td>Other</td>
<td>$2,500</td>
<td>$2,500</td>
<td>-</td>
<td>-</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>$75,187</td>
<td>$3,213</td>
<td>$1,103</td>
<td>$1,103</td>
<td>$3,200</td>
</tr>
<tr>
<td><strong>Total funds available</strong></td>
<td>$76,831</td>
<td>$3,213</td>
<td>$3,603</td>
<td>$3,603</td>
<td>$3,200</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TRANSFERS OUT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$74,331</td>
<td>$3,213</td>
<td>$1,004</td>
<td>$3,603</td>
<td>$3,200</td>
</tr>
<tr>
<td>Total transfers out</td>
<td>$74,331</td>
<td>$3,213</td>
<td>$1,004</td>
<td>$3,603</td>
<td>$3,200</td>
</tr>
<tr>
<td><strong>Total expenditures and transfers out requiring appropriation</strong></td>
<td>$74,331</td>
<td>$3,213</td>
<td>$1,004</td>
<td>$3,603</td>
<td>$3,200</td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>$2,500</td>
<td>$-</td>
<td>$2,599</td>
<td>$-</td>
<td>$-</td>
</tr>
</tbody>
</table>
EXECUTIVE SUMMARY: The 2018 Budget has been discussed with Council during several budget work sessions held earlier in the year. Based on the draft budget presented to Council, the Town will need to appropriate the following funds:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$19,106,968</td>
</tr>
<tr>
<td>Grant Fund</td>
<td>3,200</td>
</tr>
<tr>
<td>Total Expenditures and Transfers out</td>
<td>$19,110,168</td>
</tr>
</tbody>
</table>

STAFF RECOMMENDATION: Council appropriate the amounts included in the 2018 Budget.

KEY POINTS/SUPPORTING INFORMATION: The 2018 Budget includes expenditures discussed with Council for fiscal year 2018 projected spending during budget work sessions held earlier in the year.

ADVANTAGES: Town of Timnath Home Rule Charter requires the 2018 appropriations be adopted no later then the date required by law for certification of the mill levy, which is December 15, 2017.

DISADVANTAGES: If the appropriating sums of money ordinance are not passed by December 15, 2017 the Town of Timnath, will not be in compliance with the Home Rule Charter.

FINANCIAL IMPACT: This Ordinance appropriates funds for the 2018 budget for the Town of Timnath.

RECOMMENDED MOTION: I move to approve Ordinance No. 26, Series 2017 entitled “An ordinance appropriating sums of money to the various funds and spending agencies, in the amount and for the purpose as set forth below, for the Town of Timnath, Colorado, for the 2018 budget year”

ATTACHMENTS: Ordinance
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 26, SERIES 2017

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS
AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSE AS SET
FORTH BELOW, FOR THE TOWN OF TIMNATH, COLORADO, FOR THE 2018
BUDGET YEAR.

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 adopted the annual budget in accordance with the Local
Government Budget Law, on December 12, 2017 and has made provision therein for revenues in
an amount equal than the total proposed expenditures as set forth in said budget; 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, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO,
ORDAINS:

ARTICLE 1 - The Town Council hereby approves the following sums are hereby appropriated
from the revenue and the beginning fund balances of each fund, to each fund, for the purposes
stated:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$19,106,968</td>
</tr>
<tr>
<td>Special Revenue – Grants Fund</td>
<td>3,200</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES REQUIRING APPROPRIATION</td>
<td>$19,110,168</td>
</tr>
</tbody>
</table>

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 TIMNATH TOWN COUNCIL ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
**EXECUTIVE SUMMARY:** The 2017 Budget – Special Revenue Fund – Grants requires an amendment as additional grant funds were received in 2017 that were not originally anticipated when the 2017 Budget was adopted by Council.

**STAFF RECOMMENDATION:** Council approve amending the 2017 Special Revenue Fund – Grants.

**KEY POINTS/SUPPORTING INFORMATION:** The Town has received and will be expending by year end $3,603 of state and other grants related to public safety (i.e., state fire arms grant, federal bullet proof vest grant, etc.) The adopted budget for 2017 anticipated receiving and expending $3,213 of such grants. The utilization of these grant funds during 2017 necessitates an amendment to the 2017 Special Revenue Fund – Grants.

**ADVANTAGES:** Colorado Budget Law requires that a public hearing be held related to budget amendments; therefore the Town would be in compliance with State law.

**DISADVANTAGES:** None

**FINANCIAL IMPACT:** This Ordinance amends the 2017 Town Budget related to the Special Revenue Fund – Grants.

**RECOMMENDED MOTION:** I move to approve Ordinance No. 27, Series 2017 entitled “An ordinance amending the Town budget for the 2017 budget year.”

**ATTACHMENTS:**
Ordinance
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 27, SERIES 2017

AN ORDINANCE AMENDING THE TOWN BUDGET FOR THE 2017 BUDGET YEAR

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 in accordance with Colorado Budget Law has determined the necessity to amend the Town’s Special Revenue Fund – Grants related to the 2017 Town Budget; 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, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO, ORDAINS:

ARTICLE 1 - The Town Council hereby approves amending the Town’s 2016 Special Revenue Fund – Grants from $3,213 to $3,603.

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 3 – 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 TIMNATH TOWN COUNCIL ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
TOWN COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>December 12, 2017</th>
<th>Item: Resolution No. 71, Series 2017 Approving Levying General Property Taxes for the Year 2017 to Help Defray the Costs of Government for the Town of Timnath, Colorado, for the 2018 Budget.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presented by:</td>
<td>April D. Getchius, AICP Town Manager</td>
<td><strong>Ordinance</strong> □ <strong>Resolution</strong> ✓ <strong>Discussion</strong> □ <strong>For Information</strong> □</td>
</tr>
</tbody>
</table>

**EXECUTIVE SUMMARY:** The purpose of this resolution is to establish the mill levy for property taxes at 6.688 mills. The final 2017 assessed valuation (AV) from Larimer County totaled $88,061,884 of which $68,007,907 relates to the TDA increment. The net 2017 Town AV therefore totaled $20,053,977.

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

**KEY POINTS/SUPPORTING INFORMATION:** Each year the Town Council must establish a property tax levy if the Town desires to collect property taxes. This resolution will establish a mill levy for 2017 at 6.688 mills for collection in 2018.

**ADVANTAGES:** Allows for the collection of property tax revenue by the Town to support Town operational expenditures.

**DISADVANTAGES:** None

**FINANCIAL IMPACT:** Allows the Town to collect $134,121 of property taxes in 2018.

**RECOMMENDED MOTION:** I move to approve Resolution No. 71, Series 2017 – Resolution Approving Levying General Property Taxes for the Year 2017 to Help Defray the Costs of Government for the Town of Timnath, Colorado, for the 2018 Budget.

**ATTACHMENTS:**
Resolution XX, Series 2017
A RESOLUTION APPROVING LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2017 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF TIMNATH, COLORADO, FOR THE 2018 BUDGET YEAR.

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

WHEREAS, the Town Council adopted the 2018 annual budget in accordance with the Local Government Budget Law (set forth at Title 29, Article 1 of the Colorado Revised Statutes), on December 12, 2017; and

WHEREAS, the 2017 valuation of assessment (net of TIF increment) for the Town of Timnath, as certified by the Larimer County Assessor, on November 27, 2017 totals $20,053,977; and

WHEREAS, the property tax revenue calculated under the mill levy set in Section 1 below is $134,121 for general operating expenditures; and

WHEREAS, the Town Council is familiar with Colorado Budget Law 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
That for the purpose of meeting all general operating expenditures of the Town of Timnath during the 2018 budget year, there is hereby levied a tax of 6.688 mills for general government and the mill levy certified to the Larimer County Commissioners for the Town of Timnath shall include 6.688 mills for collection year 2018.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor
ATTEST:

Milissa Peters, CMC
Town Clerk
**EXECUTIVE SUMMARY:**
The Town of Timnath has created a safety committee and an employee safety manual to comply with the requirements of participation in Colorado Intergovernmental Risk Sharing Agency (CIRSA).

In the 2017 CIRSA audit it was determined that due to the growth in employees and exposures we are longer eligible for the small agency exemption for safety policies.

**STAFF RECOMMENDATION:** Staff recommends approval of this resolution so that we remain in compliance with CIRSA requirements of participation.

**KEY POINTS/SUPPORTING INFORMATION:**
- The goal of the Safety Manual is to create an injury and illness-free environment for all employees by promoting positive health and safety attitudes.

**ADVANTAGES:** This will allow the Town to remain in compliance with CIRSA requirements of participation. This is also a very proactive approach in employee safety.

**DISADVANTAGES:** Time that staff will dedicate towards safety may increase initially. Also we will have some additional expenses for Personal Protective Equipment.

**FINANCIAL IMPACT:** Increase in expense for Personal Protective Equipment, but it we do not meet all requirements of participation for CIRSA we will not be eligible for coverage under their policies.

**RECOMMENDED MOTION:** I move for approval of Resolution No 72, Series 2017 A RESOLUTION APPROVING THE TOWN OF TIMNATH EMPLOYEE SAFETY MANUAL

**ATTACHMENTS:** Resolution
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 72, SERIES 2016

A RESOLUTION APPROVING THE TOWN OF TIMNATH
EMPLOYEE SAFETY MANUAL

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
Employee Safety Manual
Acknowledgement Form

(Employee Copy)

I have received a copy of the Town of Timnath Safety Manual. I understand that keeping myself, my coworkers, my workplace, and my surroundings safe is an important part of my job as an employee of the Town of Timnath as well as a goal of the Town of Timnath.

I agree to the following:

It is my responsibility to read and understand the contents of this Safety Manual.

It is my responsibility to ask for more information or a more detailed explanation of any part of this manual that I do not understand and safety information related to my specific job function.

It is my responsibility to follow the requirements of this manual.

I understand that failure to follow the requirements of this manual may result in disciplinary action, up to and including termination.

I will contact my immediate Department Head or their designees and/or the Town’s Safety Committee with any safety concerns or hazards that I observe, find or know about which are related to my job and the Town of Timnath.

_______________________________________________
Employee Signature

________________________________________________
Print Employee Name

____________________________________
Date
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A Letter to All Town of Timnath Employees

The health and safety of our employees is one of our highest priorities. It’s an organizational value that helps determine how we perform, and, more importantly, it’s a value that enables each of us to go home every night to each of our families and to keep working in the jobs we enjoy. “Safety is an Attitude” that requires daily practice to become habit to ensure the safety of self and others.

Safety is the responsibility that we all share. Only through our ongoing cooperative effort can we foster an accident-free attitude among employees and a culture of safety for the Town.

Attached is the Safety Manual for the Town of Timnath. It is designed to be a ready reference for Town general safety policies and procedures. Department specific safety policies, procedures, and personal protective equipment requirements should be discussed with your Department Head or their designees. Please review this manual and use it as a tool to continue to make the Town of Timnath the safest possible place to work and live.

The goal of the Safety Manual is to create an injury and illness-free environment for all employees by promoting positive health and safety attitudes. We encourage employees to detect and report to their Department Head or their designees any hazardous conditions, practices, or behaviors in their workplace and to make suggestions for their correction.

Please take your time to do each job safely and correctly. No job is so important, and no work assignment is so urgent that we cannot take the time to perform our work safely. The practices contained in the Town of Timnath Safety Manual are to be followed by all Town of Timnath personnel except sworn police officers who will follow the Timnath PD Policy Manual.

Sincerely,

April D. Getchius, AICP
Town Manager
Town of Timnath Safety Mission Statement

The Town of Timnath is committed to developing, implementing and maintaining an effective health and safety program for the protection of its employees, visitors, and the public.

Timnath Values:
- I accept the responsibility for my own safety and will help and encourage others to work safe.
- Safety will be my first consideration in my everyday work.
- I take my time to do each job safely and correctly. No job is so important, and no work assignment is so urgent that we cannot take the time to perform work safely.
- I will stop any work when it is possibly unsafe, if it does not seem safe do not do it.

Timnath Standards
- Comply with all safety policies and procedures.
- Bring attention to any unsafe condition, act or practice.
- Continuously revisit safety policies and procedures to ensure their relevance and efficacy.
- Every attempt will be made to recognize safety hazards and prevent accidents/injuries from occurring.

Safety is an attitude and is the responsibility of each individual!

Introduction and Safety Rules
Purpose

Safety of the Town of Timnath employees and of the public is of the utmost importance. The prevention of accidents and injuries always takes precedence over expedience. In the conduct of our operations, every attempt will be made to recognize and report safety hazards, and to prevent accidents and/or injuries from occurring.

The Town of Timnath requires that its employees comply with all applicable safety policies and procedures as listed in this Safety Manual. All employees will receive an orientation to the safety policies and procedures. Employees are encouraged to detect and report to their Department Head or their designees any hazardous conditions, behaviors, or practices within the workplace. We would also like to encourage suggestions for the correction of these conditions, behaviors or practices. SAFETY MUST BE AN ATTITUDE and must remain an important consideration in every department and with every position.

The Employee Safety Committee is comprised of the Town Manager, Department Heads or their designees as approved by the Town Manager, and Accountant. Safety hazards or any safety issues shall be communicated promptly to one the members of the Employee Safety Committee. The committee will investigate and respond to the concern in the quickest manner possible.

The purpose of this Safety Manual is to establish policy, responsibilities, and provide information for safe conduct of work activities conducted by Town of Timnath. It provides an outline and simple reference for employees and Department Heads or their designees to use when determining personal and organizational safety requirements for various activities. It is provided to guide employees and Department Heads or their designees in safety procedures and safety requirements when considering job planning and work criteria.

All personnel should consult this manual as frequently as necessary to remain familiar with its contents, safety procedures, precautions, and directives prior to starting work assignments.

General Safety Policies

Importance of Safety Policies:

- Safety Polices inform employees of hazards that may exist.
- Safety Polices also provide information so that employees can be prepared to protect themselves against hazards that may exist.
- Safety Polices provide for consistency in to enforcing the Town’s expectations of safe work behavior.

The following policies apply to all employees other than sworn police officers:

- No employee shall attempt to perform a task until he/she has received training on how to safely perform that task.
- No employee shall undertake a task that may be unsafe or an unreasonable risk, nor shall he/she be reprimanded for refusal to perform an unsafe task.
- All safeguards required for a task must be kept in place including those on equipment.
- The Town shall provide and train on proper use and maintenance of the necessary Personal Protective Equipment to all full-time, part-time, and seasonal employees.
• All unsafe work conditions shall be reported to your Department Heads or their designees or Employee Safety Committee member and correction must be in place, prior to the performance of the task.
• During inherent hazardous situations (e.g., some fire or police operations), reasonable safety precautions shall be taken to minimize the risk, and only reasonable risks will be taken as appropriate to the specific situation.
• All injuries, illnesses, prescribed medications, or other factors affecting an employee’s performance, ability and behavior shall be reported to his/her Department Head or their designees immediately.
• All Town employees have the responsibility to ensure that all appropriate safety policies and procedures are in practice as a matter of daily routine.
• Each Department within the Town shall have safety meetings as often as necessary to convey information and/or to ensure a safe working environment.
• All accidents or injuries, no matter how small, shall be reported using the appropriate forms and reporting procedures. This information is imperative for risk management in preventing similar accidents in the future and in being aware of unsafe conditions or safety hazards.
• All employees shall use the Personal Protective Equipment provided and specified for their protection, including seatbelts.

Employee Safety Committee

The Town Manager has directed that an Employee Safety Committee be appointed to continue development and implementation of safety policies and procedures, and to encourage the involvement of employees in the risk management and safety process.

The Employee Safety Committee shall include the Town Manager, Town Manager Intern, Police Chief, Public Works Director, Community Development Director and Accountant or their designees as approved by the Town Manager.

The Employee Safety Committee is directed to:

• Act as an advisory group to develop and communicate safe practices;
• Study, discuss, and formulate corrective recommendations regarding safety issues (unsafe behavior, conditions, processes, etc.) affecting employees and the public;
• Bring to the Committee's attention any violation to any safety policies or procedures;
• Review the safety practices and conditions of the Town’s operations;
• Review safety or health concerns that members have identified or that have been reported to the members;
• Assist with the preparation and/or revision of safety policies and/or procedures as appropriate;
• Provide written reports to the Department Heads or their designees as requested in a timely manner;
• Develop a program for safety awards and recognition.
Responsibilities

Safety is the responsibility of all Town Employees. However, we each have different roles in assuring that the Town of Timnath is a safe place to work.

Each employee of the Town has a personal responsibility to perform their work in a way that will prevent injury and illness to themselves, fellow workers and the public and to prevent property damage.

Responsibilities of Department Heads or their designees

Department Heads or their designees shall:
- Provide adequate job training and safety instructions for individual tasks;
- Provide continued job training and safety instructions to all employees in the department;
- Actively enforce Safety Policies and Procedures;
- Promptly take corrective action for any unsafe work conditions that are found or reported that could adversely affect the safety of an employee or the public;
- Inform employees of known potential hazards;
- Budget for, purchase, and replenish safety equipment as required;
- Ensure all safety equipment and protective devices are used and maintained;
- Encourage safety suggestions from employees;

Responsibilities of Employees

Employees shall:
- Practice safe work habits;
- Utilize proper safety equipment;
- Observe all Town policies and procedures, including those found in this safety manual;
- Promptly report all accidents and/or injuries to their Department Head or their designees or Town Manager;
- Cooperate fully in any investigation of any accident or injury;
- Report all unsafe behavior or work conditions either to their Department Head or their designees or an Employee Safety Committee Member;
- Keep all equipment, vehicles and work areas clean and in good working condition.

Corrective/Disciplinary Action

All employees must become familiar with and follow the Town’s Employee Safety Manual.

Department Heads of their designees:
- Are responsible for taking immediate corrective action when a violation is observed;
- Are responsible for every person involved on a given task;
- The degree of corrective action or discipline may be extended or increased to termination of employment based upon the severity of the violation. The disciplining authority should use judgment to determine the degree of discipline, utilizing information on the circumstances and the employee’s safety and work history.
Safety Policies

1. General Safety Rules

1. Protection of the public and public property is the duty of every employee. It is the employees’ responsibility to recognize the types of risks affecting each operation and to take proper action to prevent property damage and the loss of life. Employees should try to protect and minimize inconveniences to the public while executing Town responsibilities and ensure that work sites present no unmarked hazards to the public.

2. Employees shall be in a proper physical and mental condition to conduct normal working activities.

3. The possession or use of alcohol and illegal drugs on Town property is strictly prohibited. Employees shall report the use of prescribed medication with known adverse side effects which could affect performance to their Department Head or their designees before commencing work.

4. Fighting or horseplay, such as running, wrestling, pushing, throwing items in play or other disorderly conduct is strictly prohibited while on the job.

5. Smoking is not permitted within the 15 feet of the Town buildings.

6. Employees must practice proper use, care, and storage of personal protective equipment. Personal protective equipment shall always be worn when required per safety regulations or Department Head or their designees.

7. Good housekeeping practices shall always be maintained in Town work areas. All employees are required to keep their work area clear of debris or other tripping or slipping hazards. All debris must be disposed of properly in designated areas.

8. All employees should learn the location of the nearest fire extinguisher, fire alarm and first aid kit and notify their Department Head or their designees immediately if any equipment is missing, out of date or has been used.

9. Employees shall familiarize themselves with the proper use of fire extinguishers and evacuation plan in case of emergency.

10. Employees are required to report missing or damaged safety equipment immediately to their Department Head or their designees. Only trained, authorized employees are permitted to service or repair equipment and then only after deactivating all energy sources and locking out equipment. Only authorized machinery with all required guards will be used. When employees are not familiar with the safety operation of a piece of machinery, ask for instruction from Department Head or their designee.

11. All equipment used during the work day shall be de-energized and secured at the end of the day.

12. Hazardous wastes such as waste oils, hydraulic fluids, cleaning fluids, etc. shall be disposed of in a proper manner.
13. All speed limits and traffic signs or signals shall be observed.

14. Employees shall report accidents and near misses immediately to their Department Head or their designees and complete the necessary forms when reporting accidents using the First Report of Injury or Employee Incident Report Form.

15. Use caution and proper techniques when lifting regardless of weight. Bend knees, and keep back straight. Use leg muscles, and not your back—legs should do the work. Be sure that you can see over any load you are carrying. When lifting heavy loads, use lifting devices such as forklift, pallet truck, etc. or get help from other employees. Do not lift large objects in high winds. **EMPLOYEES SHALL NOT ATTEMPT TO LIFT LARGE/HEAVY LOADS ALONE.**

16. Do not interfere with other employees while they are using power tools, motorized equipment, or when they are working near electrical lines and equipment.

17. Use equipment with safeguards that are adequately designed and intended for normal operations.

18. Wrist watches, metal wrist bands, rings, or other jewelry shall not be worn while working near moving parts of machines or energized circuits.

19. Clean clothes are essential in preventing skin irritations. Clothing saturated with solvents or other materials contacting the skin can greatly increase the possibility of a skin irritation. Clothing saturated or impregnated with flammable liquids, corrosive substances, toxic materials, irritants, or oxidizing agents shall be removed and shall not be worn until properly cleaned. It is recommended that employees working in areas of high contamination keep an extra set of work clothes on the job.

20. All employees who drive or ride in a Town vehicle or are on Town business and drive their vehicles must wear seat belts.

21. Pay attention to all signs and labels. They are present as reminders for safety.

22. Most accidents can be avoided by using good judgment and common sense and concentrating on the job to be done. Employees should always be aware of their surroundings and what is going on around them.

23. All Town employees have the authority to intervene or stop work when health, safety, and environmental risk are not understood or have not been clearly established.
2. Office Safety

1. Practice good housekeeping always in office areas.

2. Keep cords and other wiring covered with products that are approved for this purpose. This will keep the cords from becoming a tripping hazards.

3. Do not overload electrical circuits by connecting too many items.

4. Keep equipment in good repair.

5. Do not block stairs, steps or doorways.

6. Clean up all spills immediately.

7. Do not use chairs as a step stool. Push in chairs when leaving work area.

8. Do not use boxes, furniture, chairs, or other makeshift platforms to reach objects. Use a ladder or step stool designed for that purpose.

9. Follow proper lifting and carrying techniques when lifting or carrying large or awkward materials.

10. Practice sound electrical safety techniques when working with computers, copiers, etc.

11. Know the correct operating procedure for office equipment. Keep your hands and other body parts clear of moving parts in machines such as duplicating, stapling and printers. If your machine does not work properly, contact an authorized repair person. If a machine emits smoke, sparks or delivers a shock, unplug it and have it serviced. Post a note on the machine warning others of its condition. Turn Machines off and unplug before servicing.

12. Avoid eye contact with photocopier light. Avoid physical contact with toner.

13. Paper cutters should have a guard and be kept locked when not use.

14. Report unsafe situations immediately to a Department Head or their designees or an Employee Safety Committee member.

15. File cabinets should be securely placed and only one drawer pulled open at a time. Fill new file cabinets from the bottom up and never overload top drawers.

16. Electrical appliances, such as space heaters and coffeepots, must be UL approved.

17. Coffee pots and other heat-producing equipment shall be turned off when not in use. Portable heaters shall be unplugged at the end of each workday.

18. Employees should report loose tile, loose electrical covers and poorly lighted areas to their Department Head or their designees or an Employee Safety Committee member.
19. Computer work stations should be evaluated to ensure they are set up in proper ergonomic manner. Ergonomically incorrect workstation should be reported to Department Head or their designees or an Employee Safety Committee member.

20. Avoid eye strain from computer monitors by taking periodic breaks, cleaning screen angles, keeping dust off screen, using anti-glare screen or tinted glasses.

21. Use proper sitting posture to avoid lower back strain. Keep back straight sit toward the back of the chair for support, have knees slightly lower than the waist and keep feet flat on the floor or foot rest. Avoid twisting at the waist- turn the whole body instead.
3. **Workplace Violence Prevention**

1. Workplace violence is any action towards an employee that threatens or impacts their physical or mental well-being or an act that causes damage to Town property. Town of Timnath employees must know how to recognize the signs and immediately report these to a Department Head or their designees or a member of the Employee Safety Committee.

2. The Town strives to provide a workplace which is free from violence. In doing so, the Town is complying with applicable state and federal laws which prohibit violence in the workplace. There are procedures to prevent workplace violence and to respond to incidents of workplace violence. It will be a violation of this policy to threaten, intimidate, physically attack, cause or attempt to cause property damage defined as follows:

   A. Threats are the expression of intent to cause physical or mental harm. An expression constitutes a threat regardless of whether the party communicating the threat can carry it out or whether the expression is possible, based on specific conditions or something that could occur in the future. Examples of threats include, “I know where you live,” “It all ends here” or “You don’t know what I’m capable of doing.”

   B. Intimidation includes, but is not limited to, stalking or engaging in actions intended to frighten, coerce or induce duress.

   C. A physical attack is an unwanted or hostile physical contact such as hitting, fighting, punching, shoving, or throwing objects.

   D. Property damage is intentional damage to property and includes property owned by the Town, employees, visitors or vendors.

3. A violation of this policy will be considered unacceptable personal conduct and will subject the employee to disciplinary action up to and including termination.

4. Procedures for Reporting Violence:

   A. If an employee feels they are in immediate danger they should dial 911 for assistance and, if practicable, report the situation to their Department Head or their designees immediately.

   B. In the absence of immediate danger or threat, and to allow the Town to take appropriate action as soon as possible, employees will report any violations of this policy by filling out the Unwelcome Behavior Investigation Form. This form can be obtained from the shared drive under Employee Safety.

   C. To the extent possible, any complaints of threats or violence will be treated as confidential. An employee filing a complaint will receive a verbal or written response to the complaint within 24 hours of filing the complaint with a member of the Employee Safety Committee.

   D. The Town prohibits retaliation against an employee, potential employee or former employee who, in good faith, makes a complaint or report of threats or violence, or
participates in the investigation of such a complaint or report. Employees who believe they have been a victim of retaliation or who have witnessed retaliation against others must report the facts and the names of the individuals involved to their Department Head or their designees or a member of the Employee Safety Committee. Department Heads or their designees who receive complaints regarding retaliation must immediately report the incident(s) to the Employee Safety Committee. Retaliation against any individual for reporting a claim of threats or violence or cooperating in the investigation of same won’t be tolerated and will itself be subject to appropriate discipline.
4. **Personal Protective Equipment**

1. The Town of Timnath has adopted the Colorado intergovernmental Risk Sharing Agency (CIRSA) Personal Protective Equipment Guide. The primary focus of this guide is to identify the potential hazards and types personal protective equipment necessary to perform specific municipal jobs, tasks or operations in a safe manner. The guide provides a list of personal protective equipment for the most common identified tasks or operations.

2. Personnel shall wear personal protective equipment that is consistent with the type of work conducted. The purpose of the personal protective equipment is designed to create a barrier between the employee and contact with harmful agents in the work environment. This may include but is not limited to eye protection, hand protection, head protection, skin protection, hearing protection, foot protection, safety vests or respiratory protection. Examples of harmful agents include hot objects, flying particles, hazardous chemicals, falling objects, excessive noise and anything else that could cause injury or illness if it encountered an employee.

3. Employees can be exposed to a variety of workplace safety hazards while carrying out their duties and responsibilities. Many of these hazards are an inherent part of the job. Employees must be kept adequately protected to prevent occupational injuries and illnesses while preforming their work assignments.

4. Approved clothing appropriate for the work being done shall be worn and maintained in good repair. Loose sleeves, tails, ties, lapels, cuffs, or other loose clothing which can become entangled shall not be worn around moving machinery parts. Working without shirts or shirts with cutoff sleeves shall not be permitted.

5. Employees will wear hearing protection when working in areas marked with appropriate warning signs or upon instructions to do so by their Department Head or their designees.

6. Welders and their assistants shall wear approved eye protection during cutting, welding or brazing operations.

7. Respirators shall be worn as necessary. Department Heads or their designees shall ensure that employees are properly fitted and trained in the use of respiratory equipment.

8. Employees working in elevated work locations (greater than 6 feet) shall assure that all fall-protection measures are taken.

9. Safety vests or clothing in high visibility green color (meeting ANSI/ISES standards) shall be worn by all personnel while working on or near vehicular traffic areas.

10. Footwear shall be of substantial construction, and the use of steel shank and safety toe shoes may be required as directed by the Department Head or their designees. In inclement weather, the use of slip-resistant footwear shall be used.

11. Gloves shall be worn while collecting refuse and as directed by the Department Head or their designees.

12. All personal protective equipment shall be kept clean, in good repair, and ready for use.
13. If an employee does not have the appropriate personal protective equipment for an assigned task or operation, the operation should be delayed until such time that the proper personal protective equipment is determined and obtained for use.
5. Traffic and Motor Vehicle Operation

1. The Town issues vehicles for its employees’ use in a manner that facilitates the productive use of time and completion of job accomplishment. The issuance of a vehicle is regarded by the Town as an important component of the delivery of the services provided by the Town, and it expects its employees to operate and maintain vehicles conscientiously.

2. Vehicle Use Restrictions:
   
   A. Except as specifically allowed in this policy, Town vehicles may be used only for official Town business. Town vehicles are to be kept on Town premises unless temporarily located elsewhere, for example, due to mechanical failure, repairs or project assignment. Town vehicles cannot be taken home by employees unless approved by the Department Head or their designees and Town Manager for business necessity or as provided for in the separate Police Vehicle Take Home Policy. Take-home/On-call vehicles may not be used for non-Town business related activities.

3. Insurance:
   
   A. Every Town vehicle should have a current certificate of insurance. Employees operating Town vehicles should verify that the vehicle contains the certificate, if no certificate is located please contact the Finance Department. Employees operating personal vehicles on Town business must have vehicle liability insurance with limits at least as high as the minimum limits specified by the State of Colorado and maintain proof of insurance as required by law.

   B. In the event, a Town vehicle is not available for use, and an employee is asked, by the Department Head or their designees or Town Manager to use a personal vehicle to conduct business, the Town will reimburse properly documented requests for mileage reimbursement at the standard rate set by the IRS. Abuse or misreporting of mileage expenses will not be tolerated.

4. Driving Records:
   
   A. The Town may obtain a driving record upon initial offer of employment and at any time the Town deems necessary to ensure that employees are insurable under the Town’s insurance policy. Employees must maintain a valid driver’s license with the appropriate vehicle class designation as outlined in the position job description or required by the Department Head or their designees. The Town may at any time require an employee verify the possession of a valid driver’s license.

   B. If a Town employee loses his/her driving privilege due to suspension, revocation or other causes determined by the Colorado Department of Motor Vehicles, the employee must report the situation immediately to their Department Head or their designees and the Employee Safety Committee. The employee will cease operating a Town vehicle under these circumstances.

5. Reporting Criminal Charges:

   A. Reportable Offences: Employees who are charged with the following offenses, whether the alleged offense occurred on duty or off duty, must report the charges to
their Department Head or their designees within a week of the date of the charged offense:

a. Any felony offense
b. Eluding or attempting to elude a police officer
c. Hit and run
d. Leaving the scene of an accident
e. Failure to give notice, information, aid and report to police when involved in an accident resulting in injury to, serious bodily injury to or death of any person or damage to a vehicle

B. Driver: Employees whose jobs involve driving any vehicle (whether Town-owned or private vehicle) and who are charged with any of the following offenses, whether the alleged offense occurred on duty or off duty, must report the charges to their Department Head or their designees within a week of the date of the charged offense:

a. Driving under the influence of intoxicating liquor and drugs, driving while impaired by intoxicating liquor and drugs, or driving with excessive alcoholic content, or driving with ability impaired
b. Speed contest
c. Driving while license denied, suspended or revoked
d. Reckless driving
e. Driving at a speed more than 15 miles an hour over the posted speed limit

C. Discipline and Investigations: Criminal conduct by employees may result in disciplinary action, possibly including termination of employment, even when the alleged conduct occurred off duty when it relates to qualifications for or performance of the employee’s job. Moreover, the Town may investigate alleged criminal misconduct and take disciplinary action regardless of whether the employee is convicted in a court of the alleged offense.

6. Rules for Vehicle Operations/Driving:

A. Complete a vehicle safety inspection as outlined in this policy or department specific policies to ensure the vehicle is safe for use.

B. Drivers are required to verify that the vehicle has a seat and seatbelt for each passenger to be carried. The driver and all passengers are required to wear seat belts when driving or riding in Town vehicles or personal vehicles used for Town business.

C. Town vehicles that have a defective or otherwise inoperative seatbelt shall be removed until the deficiency has been corrected.

D. Employees shall maintain vehicles both inside and out in a neat, clean and orderly manner.

E. Employees may not allow anyone other than a Town employee to operate a Town vehicle.

F. Employees shall not allow anyone not associated with the Town or currently working in association with the Town to ride along in Town vehicles, including take-home
vehicles.

G. Employees are expected to obey all traffic laws when operating Town vehicles or personal vehicles for Town business. The employee shall not text while operating any Town vehicle or engage in any distracted driving activity that takes their physical, visual or cognitive focus away from operating the vehicle in a safe manner. This includes, but is not limited to, use of a cell phone, computer or another electronic device. If an employee is cited for violating any traffic law while driving on Town business, the employee shall immediately notify his or her Department Head or their designee of the violation. The employee is responsible for resolving the matter with the courts and for any penalties and fines imposed because of the violation. Employees will always use safe and courteous driving practices when operating Town vehicles or personal vehicles for Town business. The Town will investigate any complaints received about any employee’s improper use of a Town vehicle and take appropriate action.

7. Reporting Accidents:

A. Immediately contact local law enforcement to report any traffic accident and obtain medical assistance if necessary.

B. Do not leave the scene of the accident unless authorized to do so by law enforcement or transported by ambulance.

C. Do not move the vehicle from the scene of the accident unless leaving it would create an additional hazard.

D. If police personnel are unable to respond, the employee should exchange insurance information with the other party.

E. Employees shall immediately report the accident to their Department Head or their designee, including the circumstances of the accident and any claimed injuries. Department Heads or their designees are required to call or send an email to the Employee Safety Committee and complete and submit any required form to the Employee Safety Committee.

F. Post-accident drug testing of a driver will be required for any incident or accident in a Town vehicle or personal vehicle being used for Town business.

G. If an employee becomes involved in an accident while operating his/her personal vehicle on Town business, the employee’s personal auto insurance coverage is the primary policy.

H. Never assume responsibility for the accident. That will be determined by the insurance company during the investigation.
6. Truck and Heavy Equipment Operation

1. Vehicles shall be loaded properly. The driver's view shall not be obstructed. Loads shall be properly fastened with tie down straps or chains and boomers. Materials transported on the same truck with workers shall be secured to prevent shifting.

2. Vehicles shall be kept free from accumulation of materials that constitute hazards from tripping, obstructions, or fire. Sufficient clearance shall be allowed for access to material and tools. All surfaces shall be kept free from protruding nails or bolts, splinters, loose boards, and unnecessary holes or openings.

3. Moving of Town trucks and other vehicles equipped with booms or derricks, truck mounted ladders, mechanical or hydraulic lifts, hole-diggers, or similar equipment in an elevated or partially elevated position is prohibited unless the equipment is so designed.

4. Proper precautions shall always be taken to prevent contact with overhead lines, trees, or structures.

5. Safety chains will be used on all trailer equipment.

6. Whenever the equipment is parked, the parking brake shall be set. Equipment parked on inclines shall have the wheels cocked and the parking brake set.

7. Commercial Driver License (CDL) Requirements:

A. There are three CDL classes, and they are the same in every state of the U.S.: A, B, and C. Class is also defined in three ways: by having a gross vehicle weight rating (GVWR) of 26,001 pounds or more, by the moving of hazardous materials, or by the transport 16 or more passengers.

   a. Class A: GVWR of 26,001 lbs. or more and the ability to tow more than 10,000 lbs.
   b. Class B: GVWR of 26,001 lbs. or more but towing capacity equal to or under 10,000 lbs.
   c. Class C: A vehicle intended to carry 16 passengers or more, or hazardous waste

B. In the state of Colorado, a commercial driver license (CDL) must be renewed every four years, with the exception of Class B which needs to be renewed every two years.
7. **Vehicle Backing Operation**

1. **Five Major Backing Precautions:**
   
   A. Before you start backing, make sure you can see where you are going and see that the way is clear.
   
   B. Get out and inspect the area immediately behind your vehicle. After seeing that the way is clear, then back very slowly. Never back in a hurry.
   
   C. Alert other drivers or pedestrians who may be in, or about to cross your path of travel by blowing your horn. Be careful, though. They may not understand your intentions.
   
   D. Extraordinary precautions shall be taken when driving motor vehicles near children.
   
   E. All bi-directional machines, such as hoists, front end loaders, trenchers, and similar equipment shall have in operation a reverse signal alarm distinguishable from the surrounding noise level. If operating a loader, have a helper working within the crew, always have a helper direct operators in the backing up operation. Only one person, however, should be giving the backing signals.

2. **Helper's Position:**
   
   A. The helper's body must face in the direction of the driver always when signaling.
   
   B. The helper must be in a position where the driver can see them directly or in either of the rear-view mirrors.
   
   C. The helper must be on the ground in a position that gives an unobstructed view of the ground over which the truck is about to be moved.
   
   D. Wherever possible, the helper should be stationed at the point where the backing maneuver is to end, so to avoid the hazards of walking backward over surfaces that are not seen.
   
   E. The helper must be positioned to observe the most immediate hazard to the truck. This may require stopping the truck and changing positions one or more times.

3. **Suggested Backing Signals by Loader or Helper:**
   
   A. Stop--Raise the right hand above the shoulder with open palm facing the driver.
   
   B. Back--With the right hand raised above the head with the palm of the hand turned inward, roll the arm and hand in a slow circular motion counter--clockwise (toward the body).
   
   C. Go forward--Raise the right hand above the shoulder and with the index finger pointing ahead, repeatedly move the hand in a forward motion.
   
   D. Move to the right--Raise the right hand above the shoulder and with the thumb
pointing to the right, make the repeated motions to the right.

E. Move to the left--Raise your right hand above the shoulder and with the index finger extended to the left, make repeated motions to the left with your hand.

4. Even though there is someone directing, drivers are not relieved of their responsibility. It is still upon them to see that the backing operation is done safely. Equipment operators should remember that bad weather can reduce visibility, or cause a road surface to become slippery from rain, snow, or ice, presenting a greater hazard in a backing operations.
8. **Cellular Phone Use in Town Vehicles**

1. Mobile networking while driving a Town vehicle is prohibited (i.e. texting, checking emails, Tweeting, Facebooking or any other form of social media).

2. Whenever possible, use your cellular phone when parked, or have a passenger use the phone.

3. If your position requires frequent cell phone use in a vehicle, you should have voice mail service and hands-free equipment for your phone, and use both to avoid distractions.

4. If your phone rings when you are driving, especially during hazardous conditions, let your cellular voice mail service take the call and listen to the message later when you are parked, or pull over before answering, if traffic conditions permit.

5. To avoid being tempted to use your cell phone while driving, place it in a place that is hard to reach unless it is required to conduct business.

6. Suspend conversations during hazardous driving conditions or situations.

7. Let the person you are speaking to know you are driving and that the call may need to be suspended at any time.

8. Do not take notes or look up phone numbers while driving. As a driver, your first responsibility is to pay attention to the road. Common sense dictates you do not read, look up an address or attempt to write or take notes while driving.

9. If a work call must be made, attempt to dial and place all calls when you are not moving.

10. Learn and use the pre-programmed number dial features of your phone. Practice using this feature for commonly dialed numbers before driving so you are familiar with the procedures.

11. Do not engage in stressful or emotional conversations while driving. A stressful or emotional phone conversation while driving is distracting and potentially dangerous. If necessary, suspend the phone conversation.
9. **Smoking and Use of Tobacco Products**

1. Any tobacco product is prohibited by employees, contract personnel and the public in any vehicle, motorized equipment, building or structure owned or leased by the Town.

2. Employees who use tobacco products may do so outside and only during break time, lunch or other non-working times. Employees are expected to exercise good judgment when using tobacco products, comply with state and local laws and consider the safety of other employees and members of the community.

3. Outside areas where tobacco use shall be permitted will be determined by Colorado law and approved by the Town Manager.

4. Employees shall discard ashes, cigarette butts and another tobacco residue in ashtrays or other safe receptacles.
10. Material Handling and Storage

1. Store and stack material so that the load is stable.

2. Floors and platforms supporting loads must be properly constructed to support the loads.

3. When moving material with lift trucks, make sure the load is balanced and stable.

4. Do not exceed load carrying capacity of vehicles being used.


6. Keep aisles, stairways, exits, fire equipment, water heaters, electric panels and switch boxes well marked.

7. Do not store materials where exits, fire fighting equipment, emergency equipment, ladders, walkways or roadways may be obstructed.

8. Do not store materials near sources of combustion or electrical equipment.

9. Maintain a clear view when moving loads.

10. Sharp or pointed articles shall be so stored as to prevent contact with the sharp edges and points. Remove nails, exposed wire and other hazards associated with packing devices after materials have been stored.

11. Determine that storage areas will adequately support the material to be stored.

12. Be sure that flammables are stored in a flammable cabinet or a safe distance from occupied or office areas.
11. **Hand Tools**

1. Tools should be inspected prior to each use.

2. After use tools need to be cleaned and returned to their storage location.

3. Always select and use the proper tool for the task.

4. Any tool found to be damaged needs to be removed immediately. If tool is unrepairable immediate disposal is required.

5. Secure tools when transporting them in vehicles.
13. Power Tools

1. Carefully read instructions before using power tools.

2. Do not alter three prong grounding plugs.

3. Always select and use the correct tool for the task.

4. Do not disconnect tools by pulling on the cord.

5. Do not use equipment with frayed or damaged cords.

6. Avoid using power tools in wet situations whenever possible.

7. Do not change bits, blades, etc. when the tool is energized. Always unplug the tool before making changes.

8. Do not operate power tools without guards.

9. Always wear eye protection when using power tools.

10. Extension cords shall not be used as a substitute for fixed wiring of a structure or building. Electrical outlets should be installed where needed.

11. Do not leave the cords of portable electric tools where cars or trucks will run over them.
14. **Ladders**

1. Ladders shall be in good repair and used in their intended manner.

2. Ladders shall be placed so that the base is one (1) foot out for every four (4) feet in height.

3. Ladders shall be properly secured and equipped with shoes at the bottom to prevent slippage.

4. Always climb and descend facing the ladder. Ladders are not to be used as scaffolds.

5. Only one (1) person shall work on a ladder at a time.

6. *Metal ladders shall not be used near electrical lines, electrical cabinets, or energized equipment.*

7. Ladders should never be modified.

8. Benches, boxes and other materials shall not be used in place of a ladder.

9. Ladders should be inspected before each use. If a ladder is not up to standard the ladder must immediately be taken out of service for either repair or be discarded.

10. Ladders should not be placed in front of doors unless the doors can be secured.

11. *When using a ladder, the user should always have three points of contact.*
15. **Scaffolding**

1. All scaffolding shall be installed by qualified individuals.

2. All scaffolding shall be constructed of approved materials in an approved manner, per OSHA Standard 1926.451.

3. Scaffolding shall be equipped with toe boards and guardrails in locations greater than ten (10) feet.

4. Safety belts and lanyards shall be used if scaffolding cannot be provided with guardrails.

5. Scaffolding shall be equipped with a ladder to facilitate access.

6. Scaffold boards shall not be painted.

7. *Mobile Scaffolds shall not be moved while personnel is located on them.*

8. *Metal scaffolds shall not be used in or near electrical lines or equipment.*
16. Barricades and Work Area Protection

1. The Manual on Uniform Traffic Control Devices (MUTCD) Published by the Federal Highway Administration is the standard manual for signs, barricades, lights, and warning devices used to protect work areas under construction in the roadway. Department Heads or their designees are responsible for assuring that employees are doing job site set-ups are trained in its provisions. Failure to protect a work zone per MUTCD specifications leaves the Town open to liability claims.

2. Planning:

   A. Before undertaking any construction, planning must be done. With minor jobs, such planning may be minimal. Larger projects may require considerable planning efforts. As a minimum, consideration must be given to the hazards that passing motorists may pose to workers and the hazards that the construction may pose to passing motorists. The following questions should be asked:

      a. Does the work pose any risks to pedestrians or bystanders?
      b. How much of the roadway will need to be blocked off?
      c. Where should work vehicles and equipment be placed?
      d. Will the construction be left open at night?
      e. Will flaggers be necessary?
      f. Will visibility be a problem to motorists?
      g. In answering such questions by referring to the MUTCD, potential risks can be identified, and appropriate steps can be taken to control such risks

3. Training:

   A. Training is essential if employees are to be expected to set up a work zone in conformance with the MUTCD and to work safely within the work zone. Department Heads or their designees should assure that they and their workers receive proper training through at least one of several sources available, including the Colorado Contractors Association, the American Traffic Safety Services Association, and the Colorado Transportation Information Program through Colorado State University, or the Colorado Safety Association.

4. Personal Protective Equipment:

   A. Safety vests or bright green clothing and approved hard hats, where required, shall be worn by all personnel while working on or near vehicular traveled roads.

   B. Vests should be class 2 or 3 for visibility standards.

   C. A hard hat should be worn whenever there is exposure from overhead work, or from falling or flying objects, or to electrical shock and burns.
D. Hats should be of a color that enhances visibility and may be equipped with reflective tape for enhanced night visibility.

E. Other personal protective equipment may be required depending on the type of work being done. The object is to make workers as visible as possible to motorists, especially if work is required at night.
17. Protection of the Public

1. Work areas should be properly protected for the safety of the public. Signs and barricades shall be erected in such a way as to warn of the existence of a hazard, and prevent or minimize entry into hazardous areas.

2. Barricades with warning tape, signs, flags, cones or other approved devices must be erected to restrict access in an area where hazards to traffic or pedestrians may exist. This could include a subsurface or overhead hazard.

3. Excavations or open manholes, or the like shall be adequately barricaded.

4. Warning lights may be installed, or visible barricades erected if openings are left overnight.
18. Working Overhead

1. When working overhead, take precautions to protect personnel working below.

2. Loose materials, tools and the like must not be left in places where they can be knocked, blown or vibrated off-balance and fall.

3. Rope off or barricade the area below the overhead work to prevent access to non-working personnel.

4. Do not drop or throw material, tools or supplies from overhead work areas.

5. Use a tag line to lift heavy or awkward loads.

6. Workers shall wear proper head protection while working overhead.
19. **Cranes, Hoists, Etc.**

1. Personnel shall be adequately trained in the use of hoists, cranes, etc.

2. All personnel involved in hoisting operations shall wear the appropriate personal protection equipment i.e. hardhat, foot protection, gloves and any other protection as deemed necessary by the Department Head or their designees.

3. Inspect the hoist or crane before work begins.

4. Inspect chains, chokers, etc. before securing to load.

5. Fasten chains, chokers, etc. securely to the load.

6. Use safety lines for heavy or awkward loads.

7. Keep all personnel away from the area below the boom or load.

8. Barricade beneath the swing radius of the boom.

9. Only one person shall give directions to the equipment operator.

10. Energized equipment should never be left unattended.

11. Repair and maintenance of chains, chokers, hoists, etc. shall be conducted by a qualified individual.

12. Personnel shall not be lifted or lowered by a crane unless the proper equipment is utilized. Contact your Department Head or their designees for additional instructions.
21. **Compressed Gas Cylinders**

1. Store all cylinders in upright and fastened positions.

2. Place the protective cap on cylinders when they are not being used.

3. Keep stored oxygen cylinders at least twenty (20) feet from acetylene cylinders and other flammables.

4. Always check the label or stencil on the cylinder to make certain you have the proper gas.

5. Never use oil or grease as a lubricant on valves or attachments of oxygen cylinders.

6. Do not store cylinders next to heat sources.

7. Always transport cylinders in a secured, upright manner.

8. Tag or label all cylinders that are empty and remove them from the workplace.
23. **Welding, Cutting or Brazing**

1. Inspect the area to assure that flammable or combustible materials are not present and if flammable materials are present, assure that the hot-work is limited to 35 feet from the flammable substances.

2. Inspect the equipment to be worked upon before the work begins. Drums, barrels or small containers shall be thoroughly cleaned before the work begins.

3. All storage tanks or vessels must be clean, gas free, and blinded before the work begins. Mechanical ventilation shall be provided in any space less than ten cubic feet per welder or any other confined space where natural cross ventilation is restricted. Ventilation shall be at a rate of at least 2,000 cubic feet per minute.

4. When working inside a vessel, welding gasses which are not in current use shall be turned off both at the nozzles and the cylinders to prevent leakage and gas buildup.

5. Test the area for flammable or combustible materials before re-entering after taking any breaks.

6. Test the area for flammable or combustible materials at the beginning of each shift if work is going on continuously.

7. A fire watch shall be assigned to all cutting or welding operations that are conducted outdoors or near any flammables.

8. A fire extinguisher shall be made readily available during all cutting or welding operations. The fire watch and employees doing welding or cutting shall be familiar with the operation of a fire extinguisher.

9. Report any fire that results during a cutting or welding operation.

10. Welding shields shall be used if the work is conducted in a high activity area, for the protection of passersby. When working in welding areas, the employee shall avoid looking at an electric arc without eye protection. Serious eye injury could result.

11. Personnel will wear appropriate eye and skin protection, including gloves, and approved helmet or goggles for the type of operation performed.

12. Welding and cutting cylinders will be operated in a standing position, with cylinders properly secured.

13. Keep grease and oil away from oxygen cylinders. Never let grease or oil, even on your hands get near oxygen cylinder controls; the combination forms a highly explosive mixture.

14. Open valves on welding and cutting cylinders slowly. Before connecting a regulator to a cylinder valve, the valve should be opened slightly and closed immediately. (This is termed "cracking" and is done to purge the valve of dust or dirt that might enter the regulator.) Stand to one side of the outlet, not in front of it, when cracking the valve.

15. When an oxygen cylinder is in use, valves shall always be opened completely.
16. Valves shall be turned "OFF" when not in use.

17. Replace caps and properly store empty welding and cutting cylinders. Oxygen cylinders in storage shall be separated from fuel-gas cylinders (and other combustibles) by at least 20 feet or separated by a 30-minute fire resistive barrier of at least 5 feet high.

18. Practice good housekeeping techniques always in welding and cutting areas.

19. Properly ventilate any welding area. Check ventilation equipment annually to make sure air flow is adequate.

20. Use Acetylene only at pressures below 15 pounds per square inch. At higher pressures, the gas is unstable and may explode.

21. Do not use copper tubing to repair acetylene hose. Acetylene will attack pure, unalloyed copper, forming a very explosive powder, copper acetylene.

22. Never strike an arc on, or tap an electrode against, a cylinder.

23. Always use a spark lighter to light a torch. Never use matches.

24. Never use oxygen to dust off clothing and the work area. Use fuel gasses only for intended purpose.

25. All arc welding ground connections shall be mechanically strong and adequate for the required current.

26. When not in use, electrode holders shall be placed so that they cannot make electrical contact with persons, objects, fuel or compressed gas tanks.

27. Cables with splices within 10 feet of electrodes are prohibited from being used.

28. Cables with damaged insulation or exposed bare conductors shall be replaced.

29. The welder shall not coil or loop the electrode cable around parts of his body.

30. Do not leave welding rod stubs on the ground or floor where they may cause an accident.
24. Occupational Noise Exposure

1. Protection against the effects of noise exposure should be provided when the sound levels exceed those shown in Table 1 of this section when measured on the A-scale of a standard sound level meter as slow response.

2. When employees are subject to sound levels exceeding those listed in Table 1 of this section, feasible administrative or engineering controls shall be utilized. If such controls fail to reduce sound levels within the levels of the table, personal protective equipment as required shall be provided and used to reduce sound levels within the levels of the table.

3. If the variations in noise levels involve maximums at an interval of one second or less, it is to be considered continuous.

4. In all cases where the sound levels exceed the values shown herein, continuing, effective hearing conservation programs shall be administered.

   A. **Remember: People do not get accustomed to loud noises, THEY LOSE THEIR HEARING!**

5. Permissible Noise Exposures

<table>
<thead>
<tr>
<th>6. Duration per day, hours</th>
<th>7. Sound levels DBA slow response</th>
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</thead>
<tbody>
<tr>
<td>8............................6...</td>
<td>90</td>
</tr>
<tr>
<td>............................4....</td>
<td>92</td>
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<td>............................3.....</td>
<td>95</td>
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<td>............................2.....</td>
<td>97</td>
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<td>.................1 1/2.........</td>
<td>100</td>
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<tr>
<td>.................1............</td>
<td>102</td>
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<td>.............1/2.............</td>
<td>105</td>
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<tr>
<td>..1/4......................</td>
<td>110</td>
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<tr>
<td>Or less...................</td>
<td>115</td>
</tr>
</tbody>
</table>

8. Exposure to impulsive or impact noise should not exceed 140 dB peak sound pressure level.

9. Whenever it is not feasible to reduce the noise level or duration of exposure to those specified in Table 1 (above), Permissible Noise Exposure, ear protection devices shall be provided and used.

10. Approved hearing protective devices inserted in the ear shall be fitted or determined individually by a competent person.
11. Plain cotton is not an acceptable protective device.

12. The use of any listening device requiring insertion into or attachment to ear(s) is strictly prohibited where the unobstructed hearing is necessary for safe performance of job duties. “Personal listening” type devices will not be used instead of appropriate hearing protection.
25. Hearing Conservation Program

1. The purpose of this plan is to establish a program and procedures for hearing conservation at the Town of Timnath. This program applies to all areas that have operations that have employee noise exposures equal to or more than 85dBA (decibels, A-weighting), as an 8-hour time-weighted average (TWA).

2. Whenever the 8-hour time-weighted average of 85 decibels is exceeded or is expected to exceed, the hearing conservation program should be implemented.

3. Objectives of the Hearing Conservation Program are:
   A. The evaluation of noise exposure and classification of operations as to the level of exposure and degree of hazard
   B. Control hazardous noise exposures by engineering measures where feasible
   C. Use of personal hearing protection devices such as earplugs or muffs wherever the noise cannot be adequately controlled by administrative or engineering measures

4. The wearing of approved ear protection is mandatory in certain areas while operating power tools and mobile equipment. Your Department Head or their designees and Employee Safety Committee members will assist in identifying high noise areas and ensuring that the proper hearing protection is provided.

5. The Town also recommends that employees wear proper hearing protection when they are exposed to excessive sound levels away from work, such as when operating tools, electric edger, blowers, lawn mowers, or any other machinery or equipment that may exceed the 85-decibel level.
   A. When using hearing protection, read and follow the product directions for use and care. They could help save your hearing.

6. Monitoring
   A. The Employee Safety Committee will assist Department Heads or their designees in determining if any employee’s exposure equals the recommended noise levels. This determination shall be based on all information, observations, or calculations which indicate that employee noise exposure may be at or above that level.
   B. When information provided by the Department Head or their designees or through other information or observation indicates that an employee’s exposure may equal the recommended levels, the Employee Safety Committee shall assist in obtaining noise abatement measures as described above.
26. Occupational Health and Safety

1. The following health hazards may exist in various Timnath facilities and locations:
   A. Asbestos;
   B. Noise;
   C. Respirable Dust;
   D. Silica;
   E. Welding fumes;
   F. Chlorine;
   G. Flammable products;
   H. Hazardous chemicals

2. Employees will be made aware of any known potential hazards before work begins.

3. Noise signs shall be posted in areas where hearing protection is required.

4. Respirators will be used in areas where the presence of respirable dust, silica, hazardous chemicals may exist.

5. Welders will be adequately trained in the risks associated with welding fumes.

6. Adequate ventilation will be provided during welding operations.

7. Inspect the work area for the presence of flammable materials before the work begins. Locate the nearest fire extinguisher.

8. Report all accidents and injuries to your Department Head or their designees as soon as possible.
27. **Maintenance Shop Safety**

1. *Maintenance shop personnel, in addition to the areas outlined below, should pay attention to the sections on Welding Cutting & Brazing, Cranes & Hoists, Power and Hand Tools, and LOTO procedures.*

   **A. Fleet/Garage Operation:**
   a. Remove all jewelry from your body before beginning your shift;
   b. Do not run a vehicle inside the shop without assuring adequate shop ventilation;
   c. Do not remove radiator caps until the engine has cooled and pressure in the hoses eliminated;
   d. Always support a vehicle with support stands of the proper capacity after using a hydraulic jack;
   e. Never remove dust from brake drums and clutch areas with compressed air;
   f. Do not exceed recommended psi when cutting or welding with oxygen-acetylene;
   g. Do not weld on fuel tanks before removal and complete purging with nitrogen;
   h. Clean all spills immediately to prevent slipping hazards;
   i. Do not disable solvent tank safety links; they must be kept in working order.
   j. All protective equipment must be worn as required. Face shields, gloves, welding helmet, etc.;
   k. Use the proper tool for the job at hand and keep tools in good repair;
   l. All brake, steering and suspension work must be double checked;
   m. Road test if necessary.

   **B. Radiator Service:**
   a. Care must be taken when checking the radiator since automotive cooling systems work under pressure. The coolant may be in the boiling range and therefore too hot to check safely. Always observe the following precautions when checking the radiator.
   b. Place wiping cloth over the cap and turn it 1/4 turn counter-clockwise. This will permit the escape of pressure.
   c. If a rumbling noise is heard coming from the radiator, or if coolant spews out from under the cap, close the cap immediately because the coolant is too hot and will boil over violently if pressure is released. The coolant will have to cool down before it can be checked safely.
   d. Remove the cap by turning it counter-clockwise until the stop is reached, and then lift it off.
   e. Operate the engine at idle speed when adding water or anti-freeze while the engine is hot. This will allow it to circulate quickly without damage to the engine block. If water is very low or engine is extremely hot, wait for it to cool before adding coolant.

   **C. Tire Service:**
   a. Check pressure and inspect tires before inflating them.
   b. Protect yourself against blowout when inflating tires.
   c. Never squat facing the tire, stand at one side so that the fender is between you and the tire, if possible.
   d. Use chuck gauge with clip and extension hose.
e. Never leave jack handles or other tools where they can be a tripping hazard.

f. A protective cage or equivalent protection shall be provided for the inflating of truck tires.

D. Battery Service:
   a. Do not permit open flames or sparks near batteries that are being recharged as they emit hydrogen gas, which is explosive. Recharge batteries only in a well-ventilated area.
   b. When disconnecting a battery always remove the ground cable first to prevent sparks if the wrench is accidentally grounded.
   c. When installing a battery always attach the ground cable last.
   d. Wash acid and corroded particles from hands immediately after performing battery service. Be sure that clothing is free of acid and corroded particles.
   e. Face shields or other eye protection shall be worn when handling batteries. If acid gets into the eye, promptly rinse the eye thoroughly with water until the chemical is completely removed. After use thorough rinsing, cover the eye with a sterile gauze compress and seek medical attention following the procedures found on page 8 of the ESHP.
   f. Use great care in the storing and handling of electrolyte for dry charge batteries.
   g. Follow safe lifting practices when handling batteries. Use only an approved carrier. When lifting batteries in and out of under hood mountings, you can sometimes gain additional leverage by resting your elbows on the fenders.

E. Lubrication and Maintenance Service:
   a. To prevent slipping, promptly clean up oil and grease from floors. Never discharge a high-pressure grease gun at any part of the body, as grease may penetrate the skin, causing injury.
   b. Do not rock cars while they are on a twin post or free wheel lift, as a movement may cause enough shifting of the car on the supports to fall off the lift.
   c. Do not stand in front of a vehicle when guiding onto a lift or pit. If you do, you may be injured if it does not stop in time.
   d. When using floor lift jacks, be sure they are resting on a firm base and make good contact with the vehicle.
   e. When chain hoists or jacks are used, vehicles shall be securely blocked before employees go under them.
   f. Do not allow anyone to remain in a vehicle being raised on a lift.
   g. Do not overload the lift.
   h. Do not allow anyone to walk under the lift when it is being raised or lowered.
   i. Report immediately to your Department Head or their designees any faulty operation of the lift.

F. When Using the Lift, Observe the Following Precautions:
   a. Lift areas shall be cleared of objects from prior jobs. Oil absorbent material shall be used to remove excess oil and grease before a new job is started.
   b. Center the vehicle over the lift.
   c. Adjust the adapters to make proper contact with the vehicle.
   d. Raise the lift slightly off the floor almost contacting the vehicle.
   e. Look under the vehicle, making sure that the gas line, muffler, tail pipe, or other parts of the car will not be damaged by contact with the lift and checking that proper contact is being made, and if satisfactory, continue
raising the lift to the proper height.

f. When fully raised, inspect contact points to make certain that the vehicle is firmly positioned.

g. Do not open the doors of the vehicle that is raised on a frame contact lift.

h. After lowering, check to ensure that there is adequate clearance under the vehicle before moving it off the lift.

i. When not in use, the lift shall be lowered completely to avoid accidents.

j. Vehicles shall be properly positioned, and automatic chocks shall be operative on all lifts.

k. Safety legs or pins shall be operative to prevent dropping of lifts in the event of pressure failure.

l. Don't work under vehicles or other equipment supported by jacks or chain hoists without protective blocking or stands that will prevent injury if jacks or hoists should fail.

m. Hoods, dump sections of dump trucks and similar movable parts shall be blocked to keep them stationary during repairs (See Lock Tag & Try Section).

G. Air Compressors:

a. Turn off the main switch before oiling, wiping, or working on the air compressor.

b. Test safety valve weekly to be sure that it operates properly.

c. Never tamper with the safety valve or controls. All adjustments and repairs should be made by qualified mechanics.

d. Do not pile objects near the compressor, nor hang them above it in such a way that they could fall into the mechanism.

H. Special Fire Prevention - Protection:

a. No petroleum products or solutions containing petroleum shall be poured into any drain or sewer.

b. Never use gasoline for cleaning purposes under any circumstances.

c. Put all oily waste in covered metal containers. Approved and properly marked storage containers shall be provided for waste, oily rags, etc. Empty them frequently to prevent spontaneous combustion.

d. Welding and brazing shall be done away from flammable or explosive substances. The appropriate fire extinguisher shall be located nearby.

e. The correct type, proper size and an adequate number of clearly marked and easily accessible extinguisher shall be provided.

f. Fire exits shall be properly marked and kept clear always. During working hours, all exit doors must be kept unlocked.

g. Employees shall be instructed in the safe handling of flammables (See Hazard Communication Section).

h. Only approved and properly marked cans shall be used for flammable liquids.

i. Fire authorities should be given information about the premises to enable them to respond to an emergency.

j. Employees shall be instructed in evacuation procedures.
28. Fuel Dispensing Safety

1. General
   A. Good housekeeping shall be maintained in the entire service area.
   B. Gasoline dispensing pumps shall be properly labeled.
   C. Shut off the pump if a fire occurs at the unit while the nozzle is still in the tank. Do not remove the nozzle until the fire has been put out.
   D. Report unsafe gasoline nozzle i.e. faulty automatic shut-off.
   E. Smoking is not permitted in any fuel dispensing area.
   F. Stand in a safe position at the pump.
   G. Do not cross in front of moving vehicles.
   H. Before delivering gasoline into the fuel tank make certain the engine is off.
   I. Good metallic contact shall be made between the nozzle and tank before filling the tank.
   J. Never fill gas cans while they are in the back of a vehicle.
   K. Never use a cell phone while dispensing fuel.
   L. Use care when topping off to avoid spillage of gasoline.
   M. Always replace fuel tank cap immediately after delivery.
   N. Be sure hose nozzle is hung securely on the pump after delivery.
   O. Keep pump hose exactly placed within island limits, so it will not catch on bumpers or fenders.
   P. Keep hose, nozzles, and connections in good condition.
   Q. Report immediately any leakage near the gasoline pump. Do not use the pump until the leak is fixed. This work shall be done only by a qualified mechanic.
   R. Fuel spillage on driveways should be reported immediately. If the spill is large enough to create a risk of the fuel reaching drains immediate measures should be taken to stop the flow of the fuel. Dumping sand on and in the way of the flow is recommended.
   S. Remove clothing wet with gasoline immediately and be sure that it is properly cleaned before it is worn again.
   T. Do not go near a heater or open flame wearing gasoline soaked clothing.
U. When the skin has been wet with gasoline, wash the affected part thoroughly with soap and water to prevent skin inflammation.

V. Deliver gasoline into fuel tanks of properly labeled containers only.

W. Never deliver gasoline into glass bottles, open containers, or food, drug, or cosmetic containers.
   a. The Federal Hazardous Substances Labeling Act requires that any container that is filled with gasoline, kerosene or other hazardous substances must be labeled in an approved manner. (In private service stations, if the container does not have such a label, the dealer must apply one before filling it)

X. Employees shall not siphon gas with a hose or tube, particularly where the mouth is used to create suction.

Y. The location of shut-off switch should be clearly marked, and all employees should know where it is and how to use it.

2. Receiving and Storing Gasoline:

A. Fill pipes of underground tanks shall be plainly marked by color code, tags, or other methods of the installation to show the contents of the tank. Always take precautions to prevent the mixing of products because of delivery into the wrong tank.

B. Keep fill caps tight between deliveries to keep water or dirt from entering. The use of grease on threads will aid in keeping fill caps watertight.

C. Gauge tanks with calibrated sticks in gallons or inches, before ordering, and again before receiving deliveries to be sure, the quantity being delivered will not overflow. Be sure also that the correct tank chart is used.

D. Clear fill pipe areas of parked cars before the time of delivery of gasoline. Do not allow parking in those areas where it will interfere with absentee deliveries. A car parked near or over a fill pipe may be a serious fire hazard.

E. Make sure that gasoline vapor discharged from vent pipes does not enter buildings. Do not strike matches or permit other sources of ignition near vent openings. (It is especially important when tanks are being filled because an equal volume of flammable vapor is being discharged into the air through the vents).

F. Report to the Department Head or their designees at once if liquid gasoline should discharge from vents at any time.
29. Tree Trimming Operation

1. Tools and Equipment:
   
   A. All tools and equipment shall be properly maintained.
   
   B. Employees shall make daily inspections of all equipment, tools, etc. before using them.
   
   C. Hand saws shall be kept sharp and properly set, so they will not jump out of the cut and cause injury.
   
   D. Proper care of safety lines shall be taken always.
      
      a. Safety line shall be protected against wetting or dampness.
      b. Dry completely before storing.
      c. Safety lines and hand lines shall be kept in a clean box by themselves.
      d. Do not store lines and tools together.
      e. All ropes and lines shall be kept coiled when not in use and hung in a clean, dry, dark, well-ventilated area.
   
   E. Chipper blades shall be kept sharp. (Dull blades cause extra strain on the engine and may cause chippings to clog in the chute).

2. Fuels:
   
   A. Fuels shall be dispensed and stored safely.
   
   B. Stop gasoline-powered equipment before fueling and wipe away spills before starting it.
   
   C. Fuels shall be stored in approved flammable liquid containers only.
   
   D. Fuel containers shall never be stored or carried in crew compartments.

3. Personal Protective Equipment:
   
   A. Appropriate personal protective equipment shall be used and properly maintained.
   
   B. Safety goggles or face shield, tight-fitting cuffed gloves, and hearing protection shall be worn when feeding a chipper.
   
   C. Work gloves shall be worn when roping, handling equipment and tools.
   
   D. Closed-toe shoes should be worn at all times.
   
   E. Safety equipment such as goggles, hard hats and gloves should be stored where it is readily available.
F. Goggles and face shields should be kept clean and should be replaced when cloudy or scratched.

G. All personal protective equipment should be clean and sanitary.

H. First aid kits shall be carried on all trucks and kept well supplied.

4. Work Area Protection:

A. Traffic cones, barricades, high-level warning devices, etc., shall be properly placed in the street after the truck stops at the work location.

B. Flashing warning signals should be observed for a few minutes to assure they are working correctly. (See section on barricades and work area protection for further guidance.)

5. TreeTrimming Operation:

A. Not more than two people at a time should be allowed to work near the base of a tree which is being felled.

B. When trees must be cut flush to the ground, it is safest to make the first cut at stump height above the swell of the roots and cut the stump flush with the ground after the tree is down.

C. When cutting down trees on hillsides, try to drop the tree up the slope (and not downslope nor across the slope).

D. Make sure the area around you is clear before turning to the side with a chainsaw running in your hands.

E. Never leave a chainsaw or any other machine running unattended.

F. When bucking fallen logs on hillsides, wedge logs firmly first and then buck only from the high side.

G. Pruner poles must be made of non-conductive material and have a non-conductive pull line between the lever arm and the handle. This is a safeguard against electrical shock.

H. Only one person shall feed a chipper at a time. If material that is to be fed into the chipper is too large to be handled by one person, it should be cut into smaller pieces. Do not operate the chipper until you have received the proper training from your Department Head or their designees.

I. Safety goggles or a face shield and hearing protection shall be worn when feeding the chipper. No loose clothing or gloves with holes shall be worn when chipping.

J. The brush shall be cut small enough so that if it is drawn into the chipper, it will not cause injury to the operator.

K. Under no circumstances shall tools such as scoops or forks be used to push brush
and debris into the chipper. Such practice is extremely dangerous to the operator and the machine.

L. To prevent head injuries, low hanging limbs shall be trimmed, and hard hats shall be worn.
30. **Powered Landscape Equipment**

1. Power landscape equipment includes mowers, edger, weed trimmers and any other powered equipment used for landscape maintenance or repair.

2. Remove any rock pieces, pieces of wire or other foreign objects from the area to be maintained or repaired.

3. Ensure that all applicable guards are in place and all safety switches are operational before using powered landscape equipment.

4. Equip all power landscape equipment with adequate guards, to remain in place while equipment is in use.

5. Turn off the equipment before adjusting, inspecting, or repairing, and make sure motor has come to a complete stop. Spark plugs, connecting wires or an ignition circuit must be removed before maintenance.

6. When operating a power landscape equipment, the operator shall:
   
   A. Avoid placing yourself in front of the discharge opening.
   
   B. Drive across the face of the slope when maintaining or repairing on a slope or incline.
   
   C. Wear proper protective equipment to include as a minimum: safety glasses, hearing protection, and appropriate footwear.
   
   D. Maintain a safe speed always.
31. Respiratory Protection

1. Each Department Head or their designees will determine the specific need to use respiratory equipment and will ensure that their employees will meet all necessary requirements.

2. The selection of respirators is based upon several factors. These factors include but are not limited to, workplace air contaminants, employee fit test results, employee comfort and ease of use in the workplace.

3. Each Department Head or their designees will list the types and models of respiratory equipment available at their respective departments.

4. Respirator Care and Maintenance:

   A. Respirators containing filters will be changed on a daily or after use. Employees will be furnished these types of respirators if they desire. These employees will be responsible for the care and maintenance of these respirators. Employees using respirators will use the following procedure to adequately clean their respirators.

      a. Remove used or spent filter.
      
      b. Examine all parts of the respirator (i.e. straps, inhalation valve, exhalation valve, etc.).
      
      c. Wash the entire respirator in warm soapy water. The use of a mild disinfectant is recommended.
      
      d. Shake or gently wipe all excess water from the respirator. Allow the respirator to air dry.
      
      e. Re-examine the respirator when installing the new filter.
      
      f. Report any damage or defects to your Department Head or their designees.
      
      g. Do not make repairs on respirators.
32. **Liquid Propane Gas**

1. Propane can be used in a wide variety of operations, including fueling vehicles, as a heat source for heating or melting materials, weed burning operations, cutting, soldering, and heating buildings or equipment.

2. **Basic Precautions:**
   
   A. The material is extremely flammable. DO NOT smoke while using liquid propane gas.
   
   B. Operate in only well-ventilated areas.
   
   C. Never puncture the container.
   
   D. Keep the container away from sources of flame or heat.
   
   E. Never incinerate the container.
   
   F. Keep the container away from exposure to heat sources.
   
   G. When changing propane cylinders, make sure that tank valves are closed before breaking connections.
   
   H. Check for leaks after the change is complete using a soapy water solution.
   
   I. Have a fire extinguisher or other firefighting equipment nearby when using propane.
   
   J. Have a first aid kit nearby when using propane.
   
   K. Use chemical goggles and leather gloves and cover extremities when working with propane, especially when lighting a pilot or burner on a propane system or changing system connections.
   
   L. Use of a face shield is recommended while lighting pilot lights, especially when re-lighting after a pilot light has gone out.
   
   M. Store excess cylinders securely and in a manner, that protects the valve assembly from accidental blows.
   
   N. Hazard labels should be placed on all cylinders.
   
   O. Never store excess cylinders near walkways, exits, and general path of travel.
   
   P. Never store excess cylinders under stairs, decks, ramps, etc.
   
   Q. Never store cylinders together with oxygen sources or strong oxidants.
   
   R. Always secure the valve opening with a cap or similar device when storing excess cylinders.
S. Before each use, inspect cylinders for signs of damage and wear.

T. Damaged cylinders must be taken out of service immediately and replaced or repaired only by a qualified propane service technician.

U. Periodically check cylinders to assure that they are inspected and approved for use. This inspection should also be performed each time a cylinder is brought on-site from an outside source.

V. Never attempt to repair a propane cylinder. Refer all repairs to qualified propane service technician.

W. Never refill a cylinder that has exceeded the certification date which is usually 5 years.

X. Never improperly dispose of cylinders. Return them to an authorized propane dealership for proper disposal.

Y. Employees shall immediately report unsafe conditions to their department or a member of the Employee Safety Committee.

3. General Safe Work Practices:

A. All employees using propane equipment must be adequately trained, and must carefully read and understand the operator’s manual before using the equipment.

B. Read the igniting procedure before initiating the firing operation.

C. Learn the warning steps if the equipment does not ignite properly.

D. Be familiar with the specific purge cycles for each pilot light system.

E. Inspect the equipment before use.

F. Be sure that the equipment is adequately maintained.

G. Become familiar with the SAFETY DATA SHEETS that applies to propane.

H. Stay alerted for the smell of propane.

I. Never work on propane powered equipment near energized electrical equipment.

J. Never refuel or recharge propane cylinders near flames or excessive heat.

K. If employees have problems with a pilot light, employees shall immediately shut off the equipment and refer to the operator’s manual or contact their Department Head or their designees.

L. Never force any gas controls.

M. If you cannot operate knobs, switches, valves, etc. on a propane system, contact a member of the public works department or your Department Head or their
designees for assistance.

N. Do not tamper and alter any controls, valves, switches, etc.

O. Never use tools to turn valves, knobs, switches, etc. on a propane system.

P. Faulty propane equipment must be serviced immediately by qualified propane service technician.

Q. Be sure that NFPA hazard labels are attached to all cylinders.

4. Health Considerations:

A. Propane can be both a heat and cold hazard to employees. Note that escaping propane gas can cause sudden freezing of exposed skin.

B. Know the basic first aid procedures for encountering propane.

C. Be sure that all SAFETY DATA SHEETS on propane are available in the area of operation.

D. Report injuries immediately to your Department Head or their designees or a member of the Employee Safety Committee.

E. Use propane in adequately ventilated work areas.

5. Personal Protective Equipment (PPE):

A. Wear chemical goggles when working with propane gas.

B. Wear leather gloves when working with propane gas.

C. Cover extremities with long sleeves when working with propane gas.

D. Wear a face shield if re-lighting a unit which has recently gone out.

6. Emergency Procedures:

A. Employees that smell gas or see escaping propane gas shall shut the equipment off if it can be done safely.

B. Employees that smell gas or see escaping propane gas shall never touch electrical switches, light matches or use the electrical or electronic equipment.

C. Employees that smell gas or see escaping propane gas shall shut off the main fuel supply if it can be done safely.

D. Employees that smell gas or see escaping propane gas if alone shall call 911 from a safe area, if other employees are available send one of them to a safe area to call 911 while, you begin to secure the area from the approach by the public or other employees, once the area is secure contact a member of the Employee Safety Committee.
E. If you smell gas or see escaping propane gas, be cautious about creating sparks from static or ferrous metals.
33. Confined Spaces

1. Confined Space Description:
   
   A. Employee can bodily enter; it has limited or restricted entry and exit...hence, confined; it is not designed for continuous occupancy; contains a hazardous condition such as atmospheric hazards or physical hazards.

   B. Common confined spaces found in municipal operations might include:
      a. storage tanks and trash containers;
      b. utility pits;
      c. tank trucks and trash trucks;
      d. storm sewers;
      e. lift stations;
      f. trenches;
      g. sewer lines;
      h. manholes.

2. Common Hazards:

   A. Oxygen deficiency;
   B. flammable or toxic atmospheres;
   C. physical hazards like mechanical equipment with sharp blades or other moving parts;
   D. stored energy from springs or counterweights;
   E. electrical equipment that can accidentally become energized and electrocute the worker;
   F. workers can become trapped within a confined space and die from exposure;
   G. engulfment;
   H. excessive heat causing heat exhaustion;
   I. excessive noise requiring hearing protection;
   J. dim or inadequate lighting may increase the likelihood of accident and injury.

3. Precaution Before Entering a Confined Space:

   A. Portable monitoring devices may be needed to detect and warn workers of changing atmospheric hazards.

   B. Adequate ventilation using mechanical blowers can eliminate many hazardous atmospheres if properly set up and used.

   C. No worker should enter a confined space without a trained attendant standing by to summon help or operate a man-lift in the event of an emergency.

   D. Training should be documented and records maintained. Contact a member of the Employee Safety Committee.

4. Permit Required Confined Space Safety:
A. Review the situation and task before beginning work.

B. Any vessel entered shall be properly blinded and isolated before work begins.

C. The vessel will be clean, gas free and contain adequate oxygen concentration before entry is permitted.

D. An Entry Permit shall be issued before anyone enters a permit-required confined space.

E. A Confined Space Attendant shall be assigned to the work area. The attendant will be adequately trained in the duties of a Confined Space Attendant as defined in OSHA regulations.

F. A Confined Space Attendant shall not leave the area when personnel is working inside a confined space.

G. The potential hazards of a confined space will be determined before entering the confined space.

H. All personnel entering the confined space will be adequately trained.

I. Personnel entering the confined space will be briefed by their Department Head or their designees as to the risks of the operation.

J. The confined space atmosphere shall be monitored on a regular basis. The area should be retested after breaks or lunch periods.

K. Do not enter a confined space unless you are properly attired to do so.

L. Contact a Department Head or their designee if assistance is required. Never enter a confined space when unsure of the hazards.

M. Rescue involving a confined space shall not be attempted unless the rescuers are qualified and properly trained and equipped for confined space rescue.

N. Do not attempt a rescue without appropriate personal protective equipment.

O. Immediately report any confined space incident and accident to your Department Head or their designee or a member of the Employee Safety Committee.

P. If unsure or further information is needed, consult OSHA Standard 29 CFR 1910.146.
34. Trenching Operations

1. All Town trenching and shoring operations are to be conducted per OSHA standard 29 CFR parts 1926.650 - .652 Subpart P. This handbook should be available and in use by all work groups whose employees are required to enter excavations, even for short periods of time.

2. Cautions During Trenching Operations:
   
   A. Soil Type - Loose-grained sandy soils have the little cohesive strength and tend to cave-in if they are unsupported. Clays and silts tend to stick together and be self-supporting.
   
   B. Recent Excavations - Soil that has never been disturbed is stronger than soil that has been previously excavated. The more recently the soil has been disturbed, the weaker it will be.
   
   C. Moisture - Water has a decided effect on the cohesiveness of soil. Too much water affects the ability of soil particles to stick together, allowing them to slide and move more easily. This can be especially critical when repairing water or sewer line breaks. Conversely, too little water results in drying which can cause the soil to crack and collapse.
   
   D. Freezing and Thawing - When water freezes, it expands, and when ice thaws, it contracts.
   
   E. Movement resulting from expansion and contraction during freeze-thaw cycles can affect both shoring materials and soil stability. A cave-in can occur without warning as a mid-morning sun thaws the excavation's face.
   
   F. Surcharged Loads - Construction materials, heavy equipment and the weight of the spoil piles all contribute to the downward force on the soil. The greater the surcharged load (excessive load), the less stable the soil will be and more likely it will fail.
   
   G. Shock and Vibration - Moving trains, highway traffic, pile driving, and blasting are all sources of vibration which can affect the cohesiveness of soil and weaken excavation walls.
   
   H. Intersecting Trenches - The point formed by the intersection of two trenches is quite vulnerable to collapse. If not properly protected, a large wedge-shaped chunk of soil can easily break off and fall to the point of the intersection.

3. Responsibilities for Trenching and Excavations:
   
   A. Department Heads or their designees - have overall responsibility for ensuring that any trenching or excavation work done by Town employees is performed in a safe manner. They shall be responsible for the following:
   
   a. Providing the time and resources to ensure that an adequate number of Town employees under their responsibility (including Department Heads or their designees) receive adequate training to be designated as "competent
persons.” Refresher training shall be provided as needed.

b. Providing the time and resources to ensure that all employees involved in trenching and excavation work receive training to perform their individual responsibilities in a safe manner.

c. Providing the resources and approvals necessary to acquire safety equipment and protective systems so employees can perform their jobs in a safe manner.

d. Insisting that all trenching and excavation work be performed in a safe manner.

e. Assisting in the development of initial work plans for each trenching and excavation job.

f. Investigating any trenching and excavation accidents and taking appropriate action to prevent any recurrences.

B. Competent Persons - A "competent person" is a Town employee (or contractor employee) who can identify existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them.

C. At least one competent person shall be on-site during all trenching or excavation operations. The Town shall maintain an up-to-date list of competent persons. The competent person is responsible for employee safety at each specific job, including but not limited to the following:

a. Locating and protecting underground installations;

b. Recognizing, testing and controlling potentially hazardous atmospheres;

c. Removing or supporting hazardous surface encumbrances;

d. Monitoring the equipment and operation of water removal;

e. Protecting employees from loose rocks or soils;

f. Conducting daily inspections of excavations, adjacent areas, and protective systems;

g. Determining the impact of distress and surcharge loads and adjusts the protective systems accordingly;

h. Training employees to perform their jobs in a safe manner;

i. Removing employees from hazardous conditions until the necessary precautions have been taken to ensure their safety;

j. Conducting soil classifications as necessary.

4. Employees:

A. All employees have a responsibility to themselves and their fellow employees for the prevention of accidents by following all safety procedures and performing assigned work without injury. Employees are expected to perform all trenching and excavation work per the procedures outlined in this program. As each employee is the person most concerned with his or her safety, he or she must assume certain duties and responsibilities to assure on-the-job safety, including recognizing the hazards of trenching and excavation work and taking precautions to ensure the safety of themselves and co-workers.

5. Training:

A. It is essential that competent persons and other employees receive adequate training,
so they have the knowledge and skills to perform trenching and excavation activities in a safe manner.

B. Competent persons shall receive at least eight hours of initial training and annual refresher training of at least four hours. Employees who are required to work in or around trenches and excavations shall receive at least 4 hours of initial training and annual refresher training of at least two hours. This training is the minimum and may be expanded and repeated as deemed necessary by individual departments.

C. Training shall be conducted by a person(s) knowledgeable in trench safety practices. Training shall include but is not limited to, the causes of trench cave-ins, worksite protection, communications, utility identification, access and egress, hazardous atmospheres, water hazards, fall protection, emergency situations, use and limitations of protective systems, and other trench safety requirements.

D. Training shall be documented on a Training Log, or equivalent form, and kept on file by the applicable Department Head or their designees. A copy of each Training Log shall be sent to the Safety and Risk Management Specialist.

6. Safety Procedures:

A. The Department Head or their designees or a competent person with responsibility for completing trenching and excavation work shall develop an initial work plan consistent with the potential hazards of the job. Where practical, the work plan shall be developed in advance of commencing the job. The work plan shall include the following items:

   a. Determination of the type of work to be performed and the potential hazards that may be encountered including, but not limited to, traffic, the nearness of other structures, soil type, surface and ground water, overhead and underground utilities, and anticipated weather conditions.

   b. Arrange for adequate tools, personal protective equipment, protective devices, and other materials and equipment. Standard personal protective equipment (PPE) includes hard hats, safety shoes, reflective vests, eye protection and gloves. Other PPE may be needed as specific job hazards dictate.

   c. Reviewing trenching and excavation safety procedures and job hazards with applicable employees. Coordination of job site safety procedures with contractors, other public entities and the public as needed.

   d. Providing communication equipment and establishing procedures for notifying emergency and rescue personnel in the event of a cave-in or other serious accident.

7. Work Site Protection:

A. Upon arrival at the work site, the competent person shall determine the safeguards required to protect the trenching and excavation area.
B. Provide warning devices and visibility devices to alert any vehicular or pedestrian traffic.

C. Arrange for proper traffic flow and channeling through and around the work area.

D. Protect the trench or excavation from exhaust fumes, flowing water, or other potential dangers or contaminants.

E. Clear and maintain a safe work area around the trench or excavation to prevent any soil, vehicles, equipment or other materials from falling into and striking employees.

8. Communications:

    A. Two-way communications shall be readily available at the job site and a monitored communication base station any time employees are working in a trench or excavation.

    B. All Town base communication stations shall keep updated lists of all appropriate fire and police department numbers readily available.

    C. Any trench or excavation determined to be classified as a permit-required confined space.

9. Utility Identification:

    A. Employees may be exposed to serious hazards such as flooding, electrical shock, asphyxiation, fires and explosions resulting from damage to underground installations. Also, the Town may be responsible for the costs to repair or replace damaged utilities. Therefore, it is essential that reasonable attempts be made to locate gas, electric, telephone, fiber optic, sewer, water and other installations before digging begins. Appropriate contact with utility owners must be made to advise them of the proposed work and have them establish the location of the utility's underground installation before the start of actual excavation. For utilities not owned or operated by the Town, this task can be simplified by contacting the Utility Notification Center of Colorado to coordinate the activities of the Town with utility owners.

    B. For utility locates, contact the Utility Notification Center of Colorado at 811 for line locations. Where possible, call the Center at least two business days in advance of the dig. The Center may also be notified in writing using the appropriate form.

    C. Inform the Center of the intent to excavate. Be specific on the address, extent, and duration of the excavation. IF IT IS AN EMERGENCY LOCATE, TELL THE CENTER NOW! For routinely locates, the Center will ask the following:

        a. Identification of Caller;
        b. Phone Number;
        c. Job Location;
        d. Type of Work;
        e. Date and Time of Work.
D. The Center will contact all utilities that may have services in the job area. Utilities have two working days to locate and mark their respective underground lines for routine location requests.

E. For an emergency locate, advise the Center that the locate is needed for an out-of-service condition and is considered an emergency. Normally, within one hour, the emergency will be completed. If locator response is slow, continue to call and inform the Center.

F. After locating underground lines, the utility personnel will paint marks on the ground showing the approximate location of the lines and will sometimes implant small flags along the course of the line. The underground lines are marked per the following color scheme:

<table>
<thead>
<tr>
<th>35. Utility</th>
<th>36. Paint Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>37. Gas</td>
<td>38. Yellow</td>
</tr>
<tr>
<td>39. Telephone</td>
<td>40. Orange</td>
</tr>
<tr>
<td>41. Fiber Optics</td>
<td>42. Orange with Circle Symbol</td>
</tr>
<tr>
<td>43. Water</td>
<td>44. Blue</td>
</tr>
<tr>
<td>45. Irrigation</td>
<td>46. Purple</td>
</tr>
<tr>
<td>47. Sewer/Storm</td>
<td>48. Green</td>
</tr>
<tr>
<td>49. Electric</td>
<td>50. Red</td>
</tr>
<tr>
<td>51. Okay to Cut</td>
<td>52. White</td>
</tr>
</tbody>
</table>

G. When a utility company or owner of the underground lines cannot respond to a request to locate underground utility installations within the 48 hours or cannot establish the exact location of the installations, the excavation can proceed provided Town personnel did so with caution and provided detection equipment or other acceptable means to locate utility installations.

H. When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means. Use extreme caution while excavating around any utility. Hand dig when necessary. The utility owner must mark the location of the underground line within 18 inches horizontally from the exterior sides of the line along with the depth thereof.

I. While the excavation is open, underground utility installations shall be protected, supported or removed as necessary to safeguard employees.

J. If a utility line is accidentally damaged, notify the utility owner immediately.

K. Document the situation carefully if necessary; if the utility was not marked correctly ensure this information is well documented. Notify the Town Public Works Department Head or their designees as soon as possible after securing the area.
L. After the excavation and repair/installation is complete but before backfilling, make a schematic drawing of the excavation documenting all underground utilities, their purpose, function, size, and depth.

2. Surface Encumbrances:
   A. All surface encumbrances (such as trees and boulders) that are located to create a hazard to employees shall be removed or supported, as necessary, to safeguard employees.

3. Access and Egress:
   A. Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person qualified in structural design and shall be constructed by design.
   B. Ramps and runways constructed of two or more structural members shall have the structural members connected to prevent displacement.
   C. Structural members used for ramps and runways shall be of uniform thickness.
   D. Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.
   E. Structural ramps used instead of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

4. Means of Egress from Trench Excavations:
   A. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are more than 4 feet or more in depth, so as to require no more than 25 feet of lateral travel for employees in both directions.

5. Exposure to Vehicular Traffic:
   A. Employees exposed to public vehicular traffic shall be provided with and shall wear warning vests or other suitable garments marked or made of reflectorized high-visibility material.

6. Exposure to Falling Loads:
   A. No employee shall be permitted underneath loads handled by lifting or digging equipment.
   B. Employees shall stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials.
   C. Operators may remain in the cabs of vehicles when the vehicles are equipped with adequate protection for the operator during loading and unloading operations.

7. Warning Systems for Mobile Equipment:
A. When mobile equipment is operated adjacent to excavation, or when such equipment is required to approach the edge of the excavation, and the operator does not have a clear and direct view of the excavation, a warning system shall be utilized such as barricades, hand or mechanical systems or stop logs.

B. If possible, the grade should be away from the excavation.

8. Hazardous Atmospheres:

A. Excavations dug near gas stations, chemical plants, storage tanks, sewer lines, and landfills may contain hazardous atmospheres formed by liquids, gasses, and vapors which may seep through the soil.

   a. The competent person must be alert for these conditions and ensure that proper safeguards are in place.

B. Where hazardous atmospheres exist or could develop, follow the property provisions related to monitoring, ventilation, entry permits, entry precautions, attendant/entrant requirements, personal protective equipment and rescue/safety equipment, rescue operations, and emergency entrance situations.

C. Atmospheric testing shall be conducted in excavations over 4 feet deep when hazardous atmospheres could or may exist.

D. Employees entering bell-bottom pier holes, or other similar deep and confined footing excavations, shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials and shall be individually attended always while the employee wearing the lifeline is in the excavation.

9. Protection from the Hazards of Water Accumulation:

A. Water is a trench’s worst enemy. Accumulation resulting from rain, melting snow, or leakage from broken water or sewer lines can saturate the sidewalls of excavations and weaken them. Flowing water can erode materials from shoring systems to the point of failure. Henceforth, the following procedures apply when working in an excavation where water may be present:

B. Employees shall not work in excavations in which there is accumulated water or in excavations where water is accumulating unless adequate precautions have been taken to protect against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

C. If water is controlled or prevented from accumulating by use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operation.

D. If excavation work interrupts the natural drainage of surface water (such as streams) diversion ditches, dikes, or other suitable means shall be used to prevent surface
water from entering the excavation by providing adequate drainage of the area adjacent to the excavation.

E. Excavations subject to runoff from heavy rains will require an inspection by a competent person.

10. Stability of Adjacent Structures:

A. Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

B. Excavations below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees, shall not be permitted except when:

   a. A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure.
   b. The excavation is in stable rock.
   c. A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity.
   d. A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

C. Sidewalks, pavements, and other structures shall not be undermined unless a support system or other method of protection is provided to protect employees from a possible collapse of such structures.

11. Protection of Employees from Loose Rock or Soil:

A. Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.

B. Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet from the edge of excavations, or by use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

12. Inspections:

A. Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.
B. An inspection shall be conducted by the competent person before the start of work and as needed throughout the shift.

C. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.

D. Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

13. Fall Protection:

A. Where employees or equipment are required or permitted to cross over excavations, walkways or bridges with standard guardrails shall be provided.

B. Adequate barrier physical protections shall be provided at all remotely located excavations. All wells, pits, shafts, etc., shall be barricaded, covered or backfilled.

14. Inspection of Contractor Work:

A. From time-to-time, Town employees may need to inspect work performed by private contractors associated with the Town’s utilities and other jobs. Town employees are expected to follow the policies and procedures spelled out in this document when required to enter a contractor’s trench to perform an inspection or do other work. If an unsafe condition exists, the Town employee shall contact his or her Department Head or their designees and will not enter the excavation until the hazardous condition has been removed. Private contractors are required to comply with applicable OSHA regulations on trenching and excavations.

15. Emergency and Rescue Situations:

A. In the event of a trench collapse or other emergency, where lives may be at stake, the following emergency and rescue procedures shall apply:

   a. Call 911 to report the emergency and the need for rescue/emergency assistance from the Town Police Department, the Poudre Valley Fire Protection District, utilities, and other agencies
   b. Dispatch shall notify the appropriate emergency agency(s) for emergency assistance
   c. Attempt to notify the applicable Department Head or their designees and Employee Safety Committee.
   d. If any person(s) are buried within the trench, mark the location where they were last seen
   e. Utilize appropriate emergency equipment to rescue personnel. Do not enter the trench to attempt an emergency rescue if known dangers within the trench are immediately life threatening. Wait for rescue crews
   f. Assist emergency/rescue personnel as requested to mitigate the emergency
   g. Assist in securing the area and eliminating any hazardous conditions. Keep the public away from any hazardous areas
h. Conduct an accident investigation and complete the appropriate report forms.

16. Protective Systems:

A. Various alternatives exist for protecting employees while working in trenches and excavations. These include sloping and benching, shield systems, timber shoring, aluminum hydraulic shoring, and other protective systems. Specific requirements exist for the design and use of these systems. Town employees shall follow the applicable OSHA regulation and appendix detailed in this document, plus the manufacturer’s instructions when using any of the protective systems.

B. The Town’s aluminum shoring system will be in use by employees when working in trenches and excavations. Specific instructions for installing this system are included in the manufacturer’s information located in the Water Department shop. The use of the shoring system and any other protective system must be done under the supervision of a competent person.

C. The shoring system is kept on a trailer in the Town of Timnath Administrative Building located at 4800 Goodman Street, Timnath, CO. The shoring system shall be utilized to protect employees while working in trenches or excavations as required.

D. Other Town departments may utilize the shoring system for trenching jobs provided the system is available, will provide adequate protection for the employees in the trench, and a competent person trained in the use of the shoring system is available to supervise the job.

E. If the shoring system is unavailable or will not provide adequate protection for employees working in a trench or excavation, an alternative protective system shall be used. The selection of the type of system, its design, installation and use shall be made by appropriate Town employees, including a competent person, and a registered professional engineer as necessary.
35. **Hazardous Communication**

1. This program is based on Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) 29 CFR 1910.1200 (General Industry) and 29 CFR 1926.59 (Construction Industry).

2. **Responsibilities:**

   A. The Employee Safety Committee is responsible for administering hazardous communication and is responsible for:

      a. Reviewing the potential hazards and safety use of chemicals;
      b. Manages the SAFETY DATA SHEETS system used to store all the Town’s SAFETY DATA SHEETSs;
      c. Ensures that all containers are labeled tagged or marked properly;
      d. Provides new hire training and annual training for employees;
      e. Maintain training records;
      f. Monitor the air concentrations of hazardous chemicals in the work environment;
      g. Properly selecting and caring for personal protective equipment;
      h. Directing the cleanup and disposal operations of spills;
      i. Identifying hazardous chemical used in no routine task;
      j. Inform outside contractors who are performing work on company property about potential hazards;
      k. Reviewing the effectiveness of the hazard communication program and making sure that the program satisfies the requirements of all applicable federal, state or local hazard communication requirements.

   B. Employees are responsible for the following aspects of the hazard communication program:

      a. Identifying hazards before starting a job;
      b. Reading container labels and SAFETY DATA SHEETSs;
      c. Notifying the Department Head or their designees of torn, damaged or illegible labels or unlabeled containers;
      d. Using controls and personal protective equipment provided by the Town to minimize exposure;
      e. Following Town instructions and warnings about chemical handling and usage;
      f. Properly caring for personal protective equipment, including proper use, routine care and cleaning, storage, and replacement;
      g. Knowing and understanding the consequences associated with not following Town policy concerning the safe handling and use of chemicals;
      h. Participating in training.

3. **Chemical Inventory List:**

   A. Chemical inventories are available on the shared drive in the Public Folder.

4. **Labels and Other Forms of Warning:**

   A. Each container of hazardous received from the chemical manufacturer, importer or distributor will be labeled with the following information:
a. Product identifier; signal word; hazard statement(s); pictogram(s); precautionary statement(s); name, address and telephone number of the chemical manufacturer, importer or another responsible party.

B. The Town of Timnath will use the Globally Harmonized System of Classification labeling system for secondary containers. When a chemical is transferred from the original container to a portable or secondary container.

C. When a chemical is transferred from the original container to a portable or secondary container, the container will be labeled, tagged or marked with a Globally Harmonized System label containing the following information:

a. Product identifier; signal word; hazard statement(s); pictogram(s); precautionary statement.

D. Portable containers into which hazardous chemicals are transferred from labeled containers and that are intended for the immediate use of the employee who performs the transfer, do not require a label:

a. If the portable container will be used by more than one employee or used over the course of more than one shift, the container must be labeled.
  b. Food and beverage containers should never be used for chemical storage.

E. Where an area may have a hazardous chemical in the atmosphere (e.g., where extensive welding occurs), the entire area will be labeled with a warning placard.

F. Pipes that contain hazardous chemicals should be labeled by ANSI/ASME A13.1 and indicate the direction of flow.

G. Workplace labels or other forms of warning will be legible, in English and prominently displayed on the container or readily available in the work area throughout each work shift.

H. If employees speak languages other than English, the information in the other language(s) may be added to the material presented if the information is presented in English as well.

5. Safety Data Sheets:

A. Safety Data Sheets obtained and maintained for each hazardous chemical in the workplace.

B. Safety Data Sheets for each hazardous chemical will be readily accessible during each work shift to employees when they are in the work area.

C. The Town of Timnath uses the Shared drive and Public Folder to save Safety Data Sheets.

6. Employee Information and Training:

A. Employees that work with hazardous chemicals will receive the following information and training before exposure to hazardous chemicals, and when new chemical
hazards are introduced to their work area:

a. Requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 (General Industry) or 29 CFR 1926.59 (Construction Industry);
b. Operations in the work area where hazardous chemicals are present;
c. Location and availability of the hazard communication instructions, chemical inventory list, and Safety Data Sheets;
d. Methods and observations used to detect the presence or release of a hazardous chemical in the work area, such as monitoring devices, visual appearance or odor of hazardous chemicals when being released;
e. Physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified as the chemical in the work area;
f. Measures employees can take to protect themselves from hazards, such as appropriate controls, work practices, emergency and spill clean-up procedures, and personal protective equipment to be used;
g. Explanations of the labels received on shipped containers;
h. Explanations of the workplace labeling system;
i. Explanation of the Safety Data Sheets, including ordering of information and how employees’ can obtain and use the appropriate hazard information.

7. Non-routine Tasks:

A. The Employee Safety Equipment and the Department Head or their designees of an employee performing a non-routine task, such as cleaning machinery and other process equipment, is responsible for ensuring that adequate training has been provided to the employee on any hazards associated with the non-routine task.

B. Employees share in this responsibility by ensuring that their Department Head or their designees know that the non-routine task will be performed.

C. Special work permits are required for the performance of certain non-routine tasks, such as entry to a confined space, breaking and opening piping systems, and welding and burning.

D. For some special tasks, employees are required to follow special lockout/tag-out procedures to ensure that all machinery motion has stopped and energy sources are isolated properly to and during the performance of such tasks.

8. Contractors:

A. The Employee Safety Committee will inform contractors with employees working on Town property, of any hazardous chemicals that the contractor’s employees may be exposed to while performing their work.

B. The Employee Safety Committee will also inform contractors of engineering or work practice control measures to be employed by the contractor, personal protective equipment to be worn by the contractors’ employees during the workplace’s normal operating conditions, and in foreseeable emergencies.

C. The Employee Safety Committee will advise contractors that they must comply with all OSHA standards while working on Town property.
D. Appropriate controls will be established with the contractor to ensure that Town employees are not exposed to safety and health hazards from work being performed by the contractor and that the Town operations do not expose contractors’ employees to hazards.

E. The Employee Safety Committee will inform contractors of the workplace labeling system and the availability and accessibility of all Safety Data Sheets for any chemical to which contractors’ employees may be exposed while performing their work.

9. Recordkeeping:

A. Records about hazardous communication will be maintained by the Employee Safety Committee. The following records will be kept:

   a. Chemical inventory list on Safety Data Sheets on the shared drive in the Public Folder;
   b. Hazardous material reviews;
   c. Employee training records;
   d. Warnings issued to employees for not following hazard communication.
36. **Employee Safety Training**

1. Workplace safety and health training needs will be identified by the Employee Safety Committee based on work procedures, Department Head or their designees and employee input, accident data, and regulatory requirements.

2. **Required Safety Training:**

   A. **New Hire Onboarding Safety Training:**
      
      a. Schedule by Finance Department as soon as possible after hire.
      
      b. Employee Safety Committee will provide new hire with an overview of this Employee Safety Manual, and a link to its location on the Town’s shared drive.
      
      c. Employee Safety Committee will provide the new hire with an overview of the Emergency Action Plan and provide a link to its location on the Town’s shared drive.
      
      d. Employee Safety Committee will cover Basic Safety Training.
      
      e. Defensive Driving Course is required for all employees who drive Town vehicles or personal vehicles on Town business. The course will be assigned to each new employee during onboarding and expected to be completed within 30 days of receiving the course assignment.

   B. **Work Center Safety Orientation:**
      
      a. Workplace safety and health orientation begin on the first day of initial employment or job transfer.
      
      b. Each employee has access to a copy of this Employee Safety Manual through his or her Department Head or their designees, for review and future reference, and has access, via the Town’s shared drive and public folder, to the safety rules, policies, and procedures about his or her job.
      
      c. Department Heads or their designees will ask questions of employees and answer employees’ questions to ensure knowledge and understanding of safety rules, policies, and job-specific procedures described in this section.

   C. **Job Specific Training:** (conducted by a Department Head)
      
      a. Department Head or their designees will initially train employees on how to perform assigned job tasks safely.
      
      b. Department Head or their designees will carefully review with each employee the specific safety rules, policies, and procedures that are applicable and described in this section.
      
      c. Department Head or their designees will give employees verbal instructions and specific directions on how to perform the work safely.
      
      d. Department Head or their designees will observe employees performing the work. If necessary, the Department Head or their designees will provide a demonstration using safe work practices or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
      
      e. All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
      
      f. Department Head or their designees will review safe work practices with employees before permitting the performance of new, non-routine, or
specialized procedures. The Department Head or their designees is responsible for documenting the training and providing the Employee Safety Committee a copy of the training attendance records.

3. Reoccurring Training and Frequency:
   
   A. Emergency Action Plan
      
      a. Onboarding
      b. Annually
      c. As Requested
   
   B. Fire Prevention
      
      a. Annually
   
   C. Occupational Noise Exposure
      
      a. Annually
   
   D. Defensive Driving
      
      a. Onboarding
      b. Every three years
   
   E. Bloodborne Pathogens
      
      a. Annually
   
   F. Departmental Training
      
      a. Monthly
      b. Before new job or unfamiliar job
   
   G. Confine Space
      
      a. Onboarding
      b. Every two years

4. Responsibilities:
   
   A. Department Heads or their designees are responsible for distributing information about the courses offered and scheduling employees to attend those courses or arranging to have on-site training.

   B. Employee Safety Committee will periodically conduct an audit of training records to ensure training is being conducted on a regular basis. When a Department is found not to comply, a corrective action plan will be issued from the Employee Safety Committee.
37. Bloodborne Pathogens

1. General

   A. An infection control plan must be prepared for all persons who handle, store, use, process, or disposes of infectious medical wastes. This infection control plan complies with OSHA requirement, 29 CFR 1910.1030, Bloodborne Pathogens (BBP). The plan includes requirements for personal protective equipment, training, and a procedure for reporting exposures.

   B. This program applies to the attached list of positions identified as being at risk of exposure to infectious diseases.

2. Responsibilities

   A. Employee Safety Committee will provide oversight on a program and conduct inspections for this program.

   B. Department Head or their designees will ensure management of the program through inspections, record keeping, and periodic audits.

3. Definitions

   A. Biological Hazard: The term biological hazard or biohazard is taken to mean any viable infectious agent that presents a risk, or a potential risk, to the well-being of humans.

   B. Medical Wastes/Infectious Wastes: All waste emanating from human or animal tissues, blood or blood products or fluids. This includes used first aid bandages, syringes, needles, sharps, the material used in spill cleanup and contaminated personal protective equipment or clothing.

   C. Universal Precautions: Refers to a system of infectious disease control that assumes that every direct contact with body fluids is infectious and requires every employee exposed to be protected as though such body fluids were infected with bloodborne pathogens. All infectious/medical material must be handled per Universal Precautions.

   D. Occupational Exposure: Blood or body fluid contact from an injured or ill employee to the affected employee or injury by a contaminated sharp object.

   E. Hazards: Unprotected exposure to body fluids presents the possible risk of infection from many of the bloodborne pathogens notably Hepatitis and HIV.

4. Hazard Controls:

   A. Engineering Controls - prevention of exposure to bloodborne pathogens engineering controls include proper storage facilities and containers, syringes designed to prevent accidental needle sticks, autoclaves, and disinfectant equipment.

   B. Administrative Controls - prevention of exposure to bloodborne pathogens administrative controls include Universal Precautions, assignment of personal
protective equipment, employee training, use of spill kits specifically designed for
blood and body fluids, restricted access to waste collection points and waste disposal
procedures.

5. Record Keeping:

A. Medical and exposure records shall be maintained for 30 years after employment.

B. Medical records include:

a. Monitoring results of workplace air or measurements of toxic substances or
   harmful physical agents in the workplace, including personal, area, grab, wipe,
   or other forms of sampling results;

b. Biological monitoring results, such as blood and urine test results;

c. Material Safety Data Sheets containing information about a substance’s hazards
to human health.

C. Medical records are those records concerning a worker’s health status that were
   created or maintained by a physician, nurse, health care professional, or technician,
   and include the following:

a. Medical and employment questionnaires or histories;

b. Results of medical examinations and laboratory tests;

c. Medical opinions, diagnoses, progress notes, and recommendations

d. First-aid records;

e. Descriptions of treatments and prescriptions;

f. Worker medical complaints.

6. Training:

A. All employees with identified positions will receive training by a qualified trainer on
   Bloodborne Pathogen Program.

B. The content of the training program will include:

a. Employer Policy;

b. Types and Transmission of bloodborne pathogens;

c. General Safety Rules;

d. Universal Precautions;

e. Use of Personal Protective Equipment;

f. Medical Waste Disposal Procedures;

g. Post Exposure Treatment and Procedures;

h. All Employees not affected by this Program will receive an overview of the
   program requirements during scheduled department safety meetings.

7. Vaccinations are highly recommended and optional as listed below:

A. Hepatitis-A (Optional):

a. Code Enforcement

b. Police Officers (All levels)
B. Hepatitis A Vaccination (Highly Recommended):
   a. Custodial
   b. Parks Maintenance
   c. Public Works Operations

C. Hepatitis B Vaccination (Highly Recommended):
   a. Code Enforcement
   b. Custodial
   c. Parks Maintenance
   d. Police Officers (All levels)
   e. Public Works Operations

D. Tetanus Vaccination (Highly Recommended):
   a. Building Inspector
   b. Code Enforcement
   c. Custodial
   d. Parks Maintenance
   e. Police Officers (All Levels)
   f. Public Works Operations

8. Post Exposure Treatment and Notification Procedures:

   A. Should any employee be occupationally exposed to a bloodborne pathogen, the employee will report the exposure to their Department Head or their designees and subsequently to the Finance Department. The Town will provide for the employee to be tested for human immunodeficiency virus (HIV), hepatitis A virus (HAV) and hepatitis B virus (HBV) at the Town’s expense. Following the initial blood test at the time of exposure, seronegative employees will be retested at six weeks, 12 weeks and six months to determine if the transmission has occurred during this period, the employee will follow the recommendations provided by the physician or the U.S. Public Health Service. During all phases of post-exposure, the confidentiality of the affected employee will be maintained on a “need to know” basis.

9. General Procedures:

   A. Employees must wash their hands immediately, or as soon as possible, after removal of gloves or other personal protective equipment and after hand contact with blood or other potentially infectious materials.

   B. All personal protective equipment must be removed immediately upon leaving the work area, and if this equipment is overtly contaminated, it must be placed in an appropriate area or container for storage, washing, decontamination, or disposal.

   C. Contaminated clothing must not be worn in clean areas or outside the building.

   D. All procedures involving blood or other potentially infectious agents must be performed in a manner that will minimize splashing, spraying, and aerosolizing.
10. Medical Waste:

A. Medical/infectious waste must be segregated from other waste at the point of origin.

B. Medical/infectious waste, except for sharps (i.e., razor blades, broken glass, needles, etc.) capable of puncturing or cutting, must be contained in double disposable red bags conspicuously labeled with the words "INFECTIONOUS WASTE" and "BIOHAZARD."

C. Used needles or other sharps (razor blades, broken glass, scalpels, etc.) must not be sheared, bent, broken, recapped, or re-sheathed.

D. Infectious sharps must be contained for disposal in leak-proof, rigid puncture-resistant containers. Infectious waste contained as described above must be placed in reusable or disposable leak-proof bins or barrels that are conspicuously labeled with the words "INFECTIONOUS WASTE" and "BIOHAZARD." These waste barrels are picked up regularly by an outside company licensed to handle infectious wastes.

E. Floors and other surfaces in buildings where infectious agents are handled must be disinfected with a suitable germicide, such as 1:10 sodium hypochlorite solution (household bleach).

F. Infectious agents must not be dumped into the building drainage system without prior disinfection.

G. Cuts - If an employee has a needle stick, cut, or mucous membrane exposure to another person’s body fluid he/she must report and document the incident immediately by completing a workers’ compensation first report of injury form.

H. All infectious/medical material must be handled per Universal Precautions. The following universal precautions must be taken:
   
   a. Gloves must be made of appropriate disposable material, usually intact latex or vinyl. However nitrile gloves are recommended:
   b. While handling blood or blood products or other body secretions during routine procedures.
   c. Mask and eye protection are required when contact of mucosal membranes (eyes, mouth or nose) with body fluids is likely to occur (e.g. splashes or aerosolizing).

11. Waste Disposal Plan:

A. Infectious waste must be segregated from other waste at the point of origin.

B. Infectious waste, except for sharps (e.g. razor blades, broken glass, needles, etc.) capable of puncturing or cutting must be contained in double disposable red bags conspicuously labeled with the words, "INFECTIONOUS WASTE and BIOHAZARD."

C. Infectious sharps must be contained for disposal in leak-proof, rigid puncture resistant containers.

D. Infectious waste thus contained as described above must be placed in reusable or disposable leak-proof bins or barrels which must be conspicuously labeled with the
words, "INFECTIOUS WASTE and BIOHAZARD." These waste barrels are to be picked up regularly by an outside contractor licensed to handle infectious wastes.

E. Spills/Disinfectants: a solution of sodium hypochlorite (household bleach) diluted 1:10 with water must be used to disinfect, following initial cleanup of a spill with a chemical germicide approved as a hospital disinfectant. Spills must be cleaned up immediately.

F. After removing gloves, and after contact with body fluids, hands and other skin surfaces must be washed thoroughly and immediately with soap or another disinfectant in hot water.

G. Liquid biohazard waste may be disposed of in the sewage system following chemical decontamination i.e. used cleaning solutions.

12. Job Exposure Classification:

A. The following list identifies the job positions, tasks, and procedures that include potential occupational exposure to blood or other potentially infectious materials as defined in the OSHA standard, 29 CFR 1910.1030. The letter A, B, or C have been placed beside job titles which indicate the following:

a. Classification A: Those in which all employees in the job title have occupational exposure.
b. Classification B: Those in which some employees have occupational exposure.
c. Classification C: Job titles which have unlikely occupational exposure.

13. Index of Job Titles:

Classification A

A. Parks Maintenance Laborer; Police Officer; Police Sergeant; Police Chief; Public Works Maintenance Laborer.

Classification B

B. Code Enforcement Officer; Construction Inspector; Front Desk Attendant; Operations & Parks Manager; Project Manager; Property & Evidence Technician.

Classification C

C. Accountant; Town Clerk; Town Engineer; Town Planner; Town Manager; Clerical Assistant, Community Development Technician; Finance Manager; GIS Analyst; Intern; Municipal Court Clerk.
Fire Prevention and Protection

Employees will perform their work in a manner that will prevent fires, will report any potential fire hazards, and will know how to respond to a fire emergency.

Fire Prevention

Fire extinguishing equipment appropriate for the type of potential exposure shall be maintained in all Town work areas. This should be part of the normal monthly building safety audit and inspection. All extinguishers will have an annual inspection by a qualified inspector. An appropriate tag will be attached to each extinguisher listing the date it was last inspected, the type of inspection performed, and the name of the person performing the inspection.

Fire extinguishers shall be unobstructed, prominently displayed and secured, and easily accessible at all times along normal paths of travel, per Town of Timnath Fire Code requirements. Extinguishers should be hung on walls, not set on floor.

Coffee pots and other heat-producing equipment shall be turned off when not in use. Portable heaters shall be unplugged at the end of each workday. All electrical appliances must be internally grounded and/or have a 3-prong plug.

Frayed electrical cords and faulty appliances shall be reported to Department Heads or their designees immediately and shall not be used until properly repaired or replaced.

Extension cords shall be of sufficient size to handle the load they are to carry. Extension cords are for temporary use only. Extension cords shall not be used as a substitute for permanent wiring and must be 3-prong style. Do not run over cord or place them under materials, furniture, rugs, etc. Do not plug power strips into power strips.

Life Safety

All designated exits shall have clear access, both inside and outside, at all times; e.g., no snow or ice buildup, trash, parked vehicles, etc.

Proper inspection, testing and maintenance of fire protection systems shall be done to assume proper operation and prevention of alarms.
Fire Evacuation Procedures

Despite our commitment to maintaining a safe environment for our employees and the public we serve through fire prevention programs and safe practices, fire related emergencies can occur unexpectedly.

All employees of the Town of Timnath must take appropriate action to begin evacuation procedures upon the verbal reporting of a fire.

The following are general fire evacuation procedures intended for employees, along with supplemental considerations. Not all circumstances will apply in all situations; procedures may be dictated by the conditions or situation at the time of a fire alarm, report of a fire, or an actual fire emergency.

PROCEDURES SHOULD BE FOLLOWED UNLESS IMMEDIATE PERSONAL SAFETY IS COMPROMISED.

A. Prepare for evacuating the building or facility.
   a. Direct any visitors to the nearest exit.
   b. Shut down computer/secure documents.
   c. Secure area (close cabinets/drawers, doors, windows, etc.).
   d. Collect personal items (coats, gloves, hats, purse, etc.).

B. Evacuate the building or facility via the nearest exit.
   a. There should be evacuation routes posted. Department Heads or their designees shall ensure that employees have reviewed them and are familiar with the appropriate routes.
   b. Familiarize yourself with the building or facility prior to an emergency.
   c. Know the evacuation routes from all areas in which you work, meet in, or take breaks in.
   d. Know the TWO (2) nearest exits.
   e. If you see visitors direct/assist them in evacuation procedure.
   f. Close doors to unoccupied rooms along the route.

C. Go to your designated assembly area.
   a. It is the responsibility of each Department Head or their designees to inform employees of their designated assembly area.
   b. Make sure you are familiar with your designated assembly area.
   c. Make sure you are safely away from the building and out of emergency equipment access/work areas.
   d. Report to your Department Head or their designees or whomever is responsible for accountability.
   e. Do not leave the assembly area until after you have been accounted for and instructed to do so by a Department Head or their designees.
   f. If someone is not accounted for, the Department Head or their designees or accountability person must report this to the nearest fire or police personnel. No one should attempt an unauthorized rescue!

D. Do not re-enter the building or facility until the responding personnel have given the okay to do so.
   a. Help prevent visitors or unauthorized persons from entering the facility.

The most important thing to remember is to take ALL reports of fire seriously until the situation is investigated and determined to be real or false. Although most of us have become accustomed to
“just another false alarm”, one day a real fire emergency could present itself. By conditioning ourselves to respond to each fire alarm or report of a fire condition in a prudent manner, we will be better prepared for the real thing.
Incident Reporting

Incident Reports must be completed using the designated forms whenever an on-duty employee is involved in an incident which resulted in damage to Town or non-Town property, and/or an injury or illness. All on-the-job injuries and illnesses must be reported regardless of whether medical treatment was provided or lost time occurred.

Failure to immediately report an accident or injury (regardless how small) to your Department Head or their designees or an Employee Safety Committee member may result in disciplinary action up to and including termination.

When medical care is needed during regular work hours, the employee must be taken to one of the Town's designated medical facilities.

For emergencies and after-hours care, the employee should be taken to the nearest Urgent Care or Emergency Room as appropriate.

If the incident is a vehicle accident involving personal injury or property damage a police report must be attached.

Failure to follow the appropriate procedures may result in a delay in processing Workers' Compensation and insurance claims, and payment of medical and other bills.
Accident and Injury Investigation

The primary goal of accident investigation is to determine root causes and come up with ways to prevent recurrence. Immediate investigation is very important. The Department Head or their designees must use the Employee Safety Committee Incident Report Form to assist in the investigation and to document findings and recommendations.

Why investigate accidents and injuries?

- To determine underlying causes ("hazard of the job" is not an acceptable explanation);
- To prevent similar accidents by implementing corrective action (corrective action must be more than "employee should be more careful");
- To document facts for insurance and regulatory needs;
- To provide cost data to support the need for the safety program; and
- To reinforce commitment to safety.

Who is responsible for ensuring accident and injury investigation?

The Town of Timnath Employee Safety Committee and appropriate outside resources, are responsible for ensuring timely accident and injury investigation.

Who should investigate accidents and injuries?

Depending on the situation, the team may include:

- Department Head or their designees;
- Employee(s) involved;
- Employee Safety Committee members; and/or
- Technical experts and outside consultants (if necessary);

Which accidents and injuries should be investigated?

All accidents and injuries, regardless of how minor, should be investigated in some form. Sometimes the difference between a major and minor accident is a fraction of an inch or second. Serious and potentially serious accidents and injuries should have the benefit of a selected team of investigators. All other accidents and injuries can be the responsibility of the Department Head or their designees.

When should accidents and injuries be investigated?

As soon as possible! People forget important information or become biased as they discuss the incident with others. Evidence also tends to disappear with time.

What should investigators look for?

1) Causal factors - fact finding rather than fault finding. Look at equipment, environment, behaviors, and management.
2) Corrective actions - obtain as many as possible. Again, consider equipment, environment, behaviors, and management. Get ideas from all those involved.
Follow-up - be sure corrective actions are taken in a timely manner. Evaluate their effectiveness and develop alternate solutions if necessary.
**EXECUTIVE SUMMARY:** The Town Council recently adopted an economic development policy that states that the Council will consider assistance to businesses on a case by case basis. Ms. Valerie Miller, General Manager of the Timnath Beerwerks is requesting a deferral of her building permit fee for four years with 25% of the Town sales tax revenues collected being applied to the cost of the building permit. After four years, any outstanding balance due on the building permit fee would be paid in full. The Timnath Beerwerks building permit has a cost of $33,469.83. This request is consistent with other actions taken by Council for a new Old Town business.

**STAFF RECOMMENDATION:** Staff recommends approval of the attached resolution. It offers the opportunity for small businesses in Old Town to defer costs and provide them time to become established.

**KEY POINTS/SUPPORTING INFORMATION:**
- Attached is a letter from Ms. Miller outlining her request.
- The Timnath Beerwerks is one of the first businesses to establish in Old Town beyond those that have been there for years.
- Assistance such as this will assist smaller businesses to overcome capital shortfalls early in their business life.
- This deferral is solely at the discretion of the Town Council and subject to Town Council review.

**ADVANTAGES:** Assists a new small business in Old Town.

**DISADVANTAGES:** Uses sales tax to offset building permit fee costs.

**FINANCIAL IMPACT:** Loss of minimal sales tax revenue and deferral of building permit revenue.

**RECOMMENDED MOTION:** I move approval of Resolution No. 73, Series, 2017 entitled “A Resolution Approving Deferral of Building Permit Fee.”

**ATTACHMENTS:** 1. Resolution
2. Miller Letter
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 73, SERIES 2017

A RESOLUTION APPROVING DEFERRAL OF BUILDING PERMIT FEE

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 letter and agreement for deferral of a building permit fee; and

WHEREAS, the Town Council finds deferral of the first building permit fee for a period of four years while applying 25% of the sales tax revenue generated by the business to the cost of the permit fee for the Timnath Beerwerks project is appropriate; and

WHEREAS, the owner of the Timnath Beerwerks will be responsible for paying for the balance due on the building permit at the end of four years; 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.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 12, 2017.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor
ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
SUBJECT: Economic Assistance for Small Retailers

I, Valerie Miller, confirm that I am the General Manager and owner of Timnath Beerwerks and that:

1. I am applying for a building permit for the Timnath Beerwerks;

2. I agree and understand that the Council will defer the fee for the building permit for this project for four (4) years. During that time 25% of the sales tax collected on the business will be applied as a credit on the building permit cost. At the end of four years, I will be responsible for paying any balance due on the building permit. If I close the business prior to any pay off of the entire building permit or sell the business to a new owner, I will be responsible for paying the balance due within sixty (60) days of closing.

3. Any further building permit fee deferrals will have to be approved by Town Council.

Signed:

__________________________
Printed name

__________________________
Date
November 29, 2017

Dear Mayor Grossman-Belisle and Council Members,

As general manager of Timnath Beerwerks, I would like to submit a request for deferral of the building permit fee. The suggested resolution is one of a deferral of the building permit fee for a period of four years while applying 25% of the sales tax revenue generated by the business to the permit fee for Timnath Beerwerks, LLC. The owners of Timnath Beerwerks would be responsible for the balance due on the permit at the end of four years.

We are thrilled to join the businesses of Old Town Timnath and look forward to doing business with you!

Sincerely,

Valerie Miller
General Manager
Timnath Beerwerks