

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 30, SERIES 2024**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH
LARIMER COUNTY WEED MANAGEMENT ENTERPRISE FOR WEED CONTROL
SERVICES**

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

WHEREAS attached hereto as **Exhibit A** is the Agreement for Weed Control Services between the Town and Larimer County Weed Management Enterprise, dated March 25, 2024; 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 to enter into the agreement.


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

Section 1. Approval

The required purchase proposal is hereby approved, authorized, and ratified to enter into an intergovernmental agreement with Larimer County Weed Management Enterprise for weed control services. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 9, 2024.

TOWN OF TIMNATH, COLORADO



Mark J. Soukup, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



AGREEMENT FOR WEED CONTROL SERVICES

The Parties to this Agreement are the TOWN OF TIMNATH, COLORADO (“Town”), LARIMER COUNTY WEED MANAGEMENT ENTERPRISE acting on behalf of LARIMER COUNTY (“County”) (each individually referred to as “Entity, and collectively referred to as “Parties”).

I. RECITALS

WHEREAS, the Town is a home rule municipality, authorized to provide certain services within its corporate boundaries, including entering into contracts pursuant to § 31-15-101, C.R.S.;

WHEREAS, the Town has obtained necessary approvals and appropriated sufficient funds, which are available for the work to be performed by the County under this Agreement;

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

WHEREAS, the County has represented that it has the professional experience, skill and resources to perform the services.

II. CONSIDERATION

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

III. TERMS

1. SCOPE OF SERVICES. The County shall provide the Services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**. In the event of any conflict between terms in the body of this Agreement and **Exhibit A**, the terms in the body of this Agreement shall govern. The County shall have no right or authority, express or implied, to incur any obligation or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or authorized by the Town.

2. TERM/RENEWAL. This Agreement shall be effective as of the date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 7 hereof; (ii) completion of the Services; or (iii) December 31st of the year of execution of this Agreement. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this

Agreement shall automatically renew for up to four (4) additional one-year terms commencing January 1st of the next year.

3. ADDITIONAL SERVICES. The Town may request, in writing, that the County provide additional services not set forth in **Exhibit A**. The terms and conditions of such services shall be subject to the mutual agreement of the Parties pursuant to a written service order or an addendum to this Agreement.

4. GENERAL PERFORMANCE STANDARDS

a. The County represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement.

b. The County shall use reasonable efforts to perform and complete the Services in a timely manner. If performance of the Services by the County is delayed due to factors beyond the County's reasonable control, or if conditions of the scope or type of services are expected to change, the County shall give prompt notice to the Town and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The County agrees that it will continue comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, equal opportunity and non-discrimination in employment, and immigration laws.

d. The County shall take upon itself the entire risk of executing the Services outlined in **Exhibit A**, as well as all materials obtained for the purpose of executing the Services.

5. COMPENSATION AND INVOICES. The Town shall pay the County, in accordance with **Exhibit A**. The County shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain an itemized statement of the Services performed. Payment for the Services shall be made by the Town within 30 days of receipt of a timely, satisfactory and detailed invoice. In the event that the Town contests all or a portion of an invoice,

the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

6. **INDEPENDENT CONTRACTOR.** The County is an independent contractor and nothing in this Agreement shall constitute or designate the County or any of its employees or agents as employees or agents of the Town. The County shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town shall not secure nor provide, any insurance coverage or employment benefits of any kind to the County or its employees or sub-contractors, including without limitation, tax contributions, insurance contributions (e.g. FICA taxes), disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits or retirement account contributions. The County shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. **The County is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the County or some other entity other than the Town, and the County is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

7. **TERMINATION.** In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or convenience by the Town by giving the County thirty days’ prior written notice.

8. **NOTICES.** Any Party may at any time, by giving written notice to the other Party as provided in this Section, designate additional persons to whom notices will be given or change the address to which such notice will be given. Such notices will be given to the Parties at their addresses set forth below:

To the Town: Town of Timnath
 Attn: Town Parks and Recreation Director
 4750 Signal Tree Drive
 Timnath, CO 80547
 970-224-3211 (one)
 970-224-3217x)

With copy to: Timnath Town Attorney
 4750 Signal Tree Drive
 Timnath, Colorado 80547
 (970) 224-3211 (phone)
 (970) 224-3217 (fax)

To the County: Larimer County Weed District
 Attention:
 2649 E. Mulberry Street, Suite 6

Fort Collins, CO 80524
(970) 498-5768

9. GENERAL PROVISIONS.

- a. Entire Agreement / Amendment. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other on the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may modified only by a writing executed by both the County and the Town.
- b. Budget and Appropriation. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or financial obligation whatsoever. Financial obligations of the Town pursuant to this Agreement are subject to annual budgeting and appropriations.
- c. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, the County, or their respective officials, employees, contractors, or agents, or any other person acting on their behalf, including without limitation protections under the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF TIMNATH, CO

DocuSigned by:

A7C88DD439C4A6...

 Town Manager, Aaron Adams

ATTEST:

DocuSigned by:

317A8AF3B02114D7...

 Melissa Peters-Garcia, CMC Town Clerk

LARIMER COUNTY



Name: Daylan Figgs
Title: Director of Natural Resources

DATE 3/20/24
APPROVED AS TO FORM
SENIOR COUNTY ATTORNEY 

EXHIBIT A
Scope of Services

The attached Scope of Work dated February 14, 2024 from the County to the Town shall constitute the Scope of Services.

22Larimer County Cost Estimate for Town of Timnath- 2024

Prepared by Bill Pawleshyn

Cody Speaker and Nick Scharffbillig
C/O Town of Timnath
February 14, 2024

Thanks again for taking the time to meet with me to discuss our partnership and potential new and existing treatment areas for 2024. Below is the weed management scope of work for the locations we discussed and existing properties that will be treated this upcoming 2024 spray season. I have broken down each individual charge that will accrue through the completion of the project for your approval. As a reminder, our rates have increased but I want to assure you this will not impact our quality of service or attention we emphasize on Timnath's properties. This is only an estimate, and it may vary slightly. If there are any questions or concerns, please do not hesitate to contact me.

Each job will require different means of application. Based on my prior year's knowledge of the properties, I have determined we need roughly 6 days of application (3 days spring/summer treatment, and 3 days follow up fall treatment) with use of ATV @ \$188.00/hr. per applicator, UTV 2 person @ \$268.00/hr. and backpack applications @ \$97.00/hr. per applicator. These are based on a 6-hour workday, weather permitting. Good weather days will allow us to put in 7+ hour workdays but could be decreased due to adverse weather and therefore increasing our total days spent on the project (but not exceeding our total days combined).

Wal-Mart Area (including trail, pre-emergence, CR 5 parcel): I estimate a total of 6 hours being spent at these locations (per treatment): 2 ATV applicators and 2 backpack applicators:

6 hours @ \$188.00/hr. per ATV applicator= \$2,256.00

6 hours @ \$97.00/hr. per backpack applicator= \$2,328.00

total (spring/summer and fall follow up): \$4,584.00.

Russian Olive re-treats: I estimate a total of 7 hours to complete retreats of Russian Olive in the Spring between trail and river at Wal Mart res and along rec tree near Three Bells Parkway with 3 technicians.

7 hours @ \$97.00/hr. including 3 technicians= \$2,037.00

total: \$2,037.00

Old Town Area (Timnath BeerWorks parking area and surroundings): I estimate a total of 3 hours being spent at these locations: 1 ATV applicator doing pre-emergent and minimal noxious weed management.



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3 hour @ \$188.00/hr. ATV applicator= \$564.00

total (spring/summer and fall follow up): \$564.00

Timnath Reservoir: I am estimating 18 hours of work at this location. 2 ATV applicators for 7 hours a day and 2 applicators utilizing our Gator UTV w/50' hose reel for same allotted time. We will also do a pre-emergent treatment in the fall after we perform our noxious weed treatment.

14 hours @ \$188.00/hr. per ATV applicator= \$5,264.00

14 hours @ \$268.00/hr. times 2 applicators= \$ 7,504.00

total (spring/summer and fall follow up): \$12,768.00.

Pre-emergent treatment at Reservoir parking area, trails, wells, firework pads: We will also do a pre-emergent treatment in the fall after we perform our noxious weed treatment. I estimate 1 day with an ATV and a UTV w/ 2 operators.

7 hours@ \$188.00/hr. for 1 applicator= \$1,316.00

7 hours@ \$268.00/hr. for 2 applicators= \$1,876.00

total: \$3,192.00

Dog Park and surrounding area (including newly added ditch and schoolhouse dr. area): I am estimating 2 day of work at these locations with 4 technicians for pre-emergent treatments and noxious weed treatments. 2 backpack applicators 1 ATV applicator and 1 UTV applicator

7 hours @ \$188.00/hr. for 1 ATV applicator= \$1,316.00

7 hours @ \$268.00/hr. for UTV applications= \$1,876.00

7 hours @ \$97.00/hr. per backpack applicator=\$1,358.00

Total: \$4,550.00

Roadside Spraying: In 2023 2 passes were made for the Town of Timnath. One suppression run in May and two noxious treatments in June. The plan for 2024 is to perform two suppression runs, one in early April and the other in May, to maximize our spray window with the herbicides we use. This will allow us to do an early season run with a seedhead suppression treatment, followed up with a weed suppression treatment. Once these are complete, we will come back through in mid-summer for a noxious weed treatment. Follow up in fall if deemed necessary

This year we will perform 3 treatments (potentially 4 if deemed necessary) with an average labor time of 4 hours a treatment @ \$188.00/hr.

12 hours @ \$188.00/hr. roadside truck applicator = \$2,256.00

Total: \$2,256.00



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Expected job completion time: 9 days +/- (early season treatment and follow up treatment)

Total cost estimate in labor: \$29,951.00

Herbicide cost will be determined based on the amount used during time of application. We will be using a tank mix of Quinstar+ Milestone+ Telar which has proven to be very effective for control of thistle spp, Leafy spurge, Dalmatian toadflax, and most other species we have observed on the Timnath properties. A pre-emergent treatment is recommended for the applications performed in the at the reservoirs, trails, community park and around old town areas where there is bare ground and will impede vegetation growth for several months. This treatment is a little costlier at initial treatment but will limit the treatments in a calendar year. A seed head suppression herbicide will be used on roadside to minimize shoulder grass growth therefor minimizing mowing regiments. We also reserve the right to make changes to our tank mix based on site and species specific. The estimated cost for herbicide and surfactant is **\$5,800.00 +/- 10%**.

Total cost estimate - \$35,751.00

Thanks again Cody and Nick for the time and opportunity given to Larimer County Land Stewardship work group, and we look forward to working with you again this summer. Please let me know if there is any other information we can provide.

Regards,

Bill Pawleshyn
Senior Land Stewardship Technician
970-498-5753 Office
pawlysw@co.larimer.co.us

