

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 6, SERIES 2025**

**A RESOLUTION APPROVING THE CONTRACT WITH
BERRY, DUNN, MCNEIL & PARKER, LLC FOR COMPREHENSIVE PLAN
CONSULTING 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 Independent Contractor Agreement for Comprehensive Plan Consulting Services between the Town and Berry, Dunn, McNeil & Parker, LLC, dated January 28, 2025; and

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

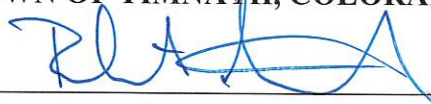
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required purchase proposal and expenditure of funds up to \$224,640.00 is hereby approved, authorized, and ratified to enter into a contract with Berry, Dunn, McNeil & Parker, LLC for Comprehensive Plan consulting services. The required agreements may be finalized by the Town Manager, in consultation with the Community Development 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 JANUARY 28, 2025.

TOWN OF TIMNATH, COLORADO



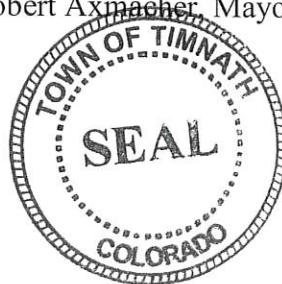
Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, CMC

Town Clerk



**INDEPENDENT CONTRACTOR AGREEMENT
(Comprehensive Plan Update)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 11th day of February, 2025, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and BERRY, DUNN, MCNEIL & PARKER, LLC DBA BERRYDUNN, a Maine Limited Liability Company (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries;

WHEREAS, the Contractor is in good standing with the Colorado Secretary of State (*see Exhibit C*); and

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

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

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

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

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

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a 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**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body

of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to Contractor or authorized by the Town through the Town Council.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of the date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2025. 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 each succeeding year for an additional one (1) year term commencing January 1st of the next succeeding year.

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

d. The Contractor agrees that it has and will continue to 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, and immigration laws.

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

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 25th of each month, a narrative progress and status report describing

work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. COMPENSATION AND INVOICES.

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

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

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. 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.

Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at the statutory rate. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Town to

do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor's employees that are members of the Colorado Public Employees' Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town's obligations to perform under this Agreement are specifically conditioned on Contractor's performance as required under this Section 10.

11. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

12. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor, provided, however, that subcontractors of the Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form

reasonably acceptable to the Town and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town may disclosure Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against

all such liens or verified statements of claim filed with the Town for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.

16. INDEMNIFICATION.

a. The Contractor shall indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively "Town Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims") arising out of the negligence of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Town Indemnitees for the negligence of the Town or the negligence of any other Town Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. The Contractor will at all times indemnify, defend and hold harmless the Town Indemnitees from and against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town's property or adjacent property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the Town's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town's property or any other property.

c. [INTENTIONALLY DELETED]

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 16. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUBCONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Town's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause by the Contractor upon delivery of thirty (30) days' prior written notice to the Town or for cause or convenience by the Town by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon such thirty (30) day written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the default within the cure period after notice of default set forth in Section 20. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement which is not timely cured, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town, unless the Town terminates the Agreement for convenience.

20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times

within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement with thirty days advance notice and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

21. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town: Town of Timnath
 Attn: Community Development Director
 4750 Signal Tree Drive
 Timnath, CO 80547
 970-224-3211 (phone)
 970-224-3217 (fax)

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

Contractor: Berry, Dunn, McNeil & Parker, LLC dba BerryDunn
 Attn: Kevin Price
 2211 Congress Street
 Portland, ME 04102
 (207) 541-2379 (phone)

22. AUDITS. The Town shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records), and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the County in which the work is being performed. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the Town's request, the Contractor will consent to being joined in litigation between the Town and third parties related to the Work or this Agreement, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree

that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

30. NEGOTIATED PROVISIONS AND PRIORITY. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement. In the event of a conflict between the terms of the body of this Agreement and the Exhibits attached to this Agreement, the terms of the body of this Agreement shall control. Any waiver of liability or warranty or requirement for payment of attorneys' fees by the Town contained in any Exhibit shall not be binding against the Town.

31. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall

give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

34. TAX EXEMPT STATUS. The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of page intentionally left blank. Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:
Aaron Adams
A7C88DDD439C4A6...

Aaron Adams. Town Manager

ATTEST:

DocuSigned by:
Milissa Peters Garcia
07A6AF3B02114D7...

Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
Carolyn Steffl
F44B3963ECD949F...

Carolyn R. Steffl, Town Attorney

Town's Signature Page to Independent Contractor Agreement for Comprehensive Plan Update Services with the Town of Timnath and Berry, Dunn, McNeil & Parker, LLC dba BerryDunn, dated February 11, 2025

CONTRACTOR:

BERRY, DUNN, MCNEIL & PARKER, LLC DBA
BERRYDUNN, a Maine Limited Liability Company

Signed by:
Kevin Price
45AEDD93D6F84A6...

Printed Name: _____

Title: _____

***Contractor's Signature Page to Independent Contractor Agreement for Comprehensive Plan
Update Services with the Town of Timnath and Berry, Dunn, McNeil & Parker, LLC dba
BerryDunn, dated February 11, 2025***

EXHIBIT A

SCOPE OF SERVICES

The Proposal dated January 10, 2025 from Contractor to the Town shall constitute the Scope of Services.



January 10, 2025

Town of Timnath
4750 Signal Tree Drive
Timnath, CO 80547

Dear Scott Robinson and Logan Graves,

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), I would like to thank you for choosing BerryDunn as your consulting partner. We look forward to working with the Town of Timnath (the Town) to develop its Comprehensive Plan Update, and we appreciate the time you have taken to discuss your goals for this important initiative. We value the Town as an existing partner, as we are currently leading the development of the Town's Parks, Recreation, Open Space, and Trails Master Plan, and we look forward to embarking on this next planning journey.

On the following pages, we provide additional details on our proposed scope of work, in-person engagement, timeline, and fees. We are happy to provide any additional information you might need.

Scope of Work

BerryDunn strives to be flexible when developing and executing an effective work plan, and our past clients have appreciated our willingness to adapt to their needs. This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

Our approach to executing the Town's Comprehensive Plan is outlined below and designed to incorporate consistent project management best practices with each of the Town's key deliverables and tasks. Our intent is to work with staff to help ensure we make the best use of your time. Ultimately, consistent collaboration can help promote buy-in and understanding for final recommendations.

You can expect our approach to include the following attributes:

- A methodology based on our extensive experience conducting similar comprehensive plan updates
- Quality assurance processes that incorporate the Town's review and approval of all deliverables
- Built-in project management best practices that focus on keeping the project on time, on budget, and progressing at a healthy pace for the Town's stakeholders to give input in the information-gathering and fact-finding process and understand final recommendations

Project Management

Establishing a transparent, collaborative, community-driven process

We will build our approach on project management best practices, a collaborative spirit, and a commitment to meaningful community engagement. Our first steps will be to establish clear expectations, formulate a Community Engagement Strategy, and develop a detailed Project Work Plan and Schedule.

0.1 Conduct project planning and kickoff. We will conduct an initial project planning call with the Town's project manager. During this call, we will confirm project goals, objectives, and expectations. We will discuss methods of creating effective communication between BerryDunn and Town staff, such as ongoing teleconferences, email check-ins, and status reports. During the project kick-off, we will discuss the Town's format needs for project deliverables to help ensure that the Town will be able to review and edit documents and comply with ADA accessibility standards.



Project Management

0.2 Develop a Project Work Plan and Schedule. Following the project planning and kickoff meeting, we will develop a Project Work Plan and Schedule that outlines our communication, scope, risk, and resource management approaches, includes a timeline of project meetings, and identifies key participants. We will also discuss the desired format for deliverables to help ensure the Town will be able to review and edit documents.

0.3 Confirm supporting documents. We recognize that many, if not all, of the Town's guiding documents are publicly available online. As part of the comprehensive planning process, we will review documents such as the current Comprehensive Plan, strategic plan, transportation master plan, and 1-25 Corridor Development Standards. We will work with the Town to confirm that we are considering and have access to all appropriate documents, reports, and data. We will also confirm that our team is reviewing the appropriate State of Colorado (State) required elements and common elements for comprehensive plans as described in Colorado Revised Statutes 30-28-106 and 31-23-206. Required elements as described will include a narrative description of the procedure used for the development and adoption of the master plan, a housing action plan, recreation and tourism, strategic growth, a three-mile plan, and water supply. Common elements described include Statement of Objectives, Policies and Programs, Relationship of Plan to the Trends/Plans of the Region, Land Use, Transportation, Utility and Facility Plan, Urban Influence Area, Housing, Cultural/Historical/Social Setting, Educational Facilities, Energy, Environment, Parks and Open Space, and Recreation and Tourism. We will also review requirements as described in Senate Bill-174, specifically related to housing needs assessments, housing plans, water supply, and strategic growth.

0.4 Review the Project Work Plan and Schedule and engagement goals. We will facilitate a work session to review the Project Work Plan and Schedule with the Town's project team and incorporate feedback before updating the document to final. During this review session, we will begin to discuss the Town's engagement goals and strategies.

Deliverable 1 – Project Work Plan and Schedule

0.5 Develop a Community Engagement Strategy. We will meet with the Town's project team to develop a Community Engagement Strategy. This will include a review of the Town's community engagement goals and preferred engagement strategies, including those to reach underrepresented population groups. We will decide on the appropriate mix of open houses, public meetings, outreach sessions, and other engagement approaches necessary to obtain broad, inclusive participation. We will also review engagement efforts and community input gathered through recent planning and outreach efforts, including the Town's community survey and the Parks, Recreation, Open Space, and Trails Master Plan (also led by BerryDunn) to leverage existing feedback and avoid repetitive outreach.

As part of this process, we will decide which engagement elements should be developed in-person versus virtual. We will also select a public engagement platform. While we often use Social Pinpoint, we are happy to use the Town's preferred tool. We recognize that the Town has used Bang the Table, now owned by Granicus, in the past.

Deliverable 2 – Community Engagement Strategy

0.6 Biweekly Project Status Updates. Throughout the comprehensive planning process, our project manager, Khara Dodds, will provide Biweekly Project Status Updates. We will deliver these updates via videoconference. We find it helpful to conduct consistent, scheduled project status meetings throughout the planning process. Regular check-in videoconferences will support our team's communication of project progress, discussion of questions, continuous awareness of next steps, and group connectivity.

Project Management

Continued involvement of the Town's project team through initial planning meetings—as well as update meetings—is encouraged and supported.

Deliverable 3 – Biweekly Project Status Updates

Phase 1A: Inventory and Analysis

Understanding Timnath as it Exists Today

We will request, compile, and analyze information from multiple sources to provide the Town with a clear, objective understanding of its current environment—including regional and projected development patterns and influences, demographic trends, current land use designations, state and regional planning policies, and initial opportunities for improvement. This will help inform our understanding of the context, influences, regulations, and policies in place and known community priorities, including how to address continued growth. This will serve as the basis for visioning, as well as the policy and strategy recommendations development.

1A.1 Develop project messaging and communications. We will develop unique project messaging to build awareness for the project, its intended outcomes, and opportunities for the public to get involved, as well as to keep Town leaders and community members informed about the comprehensive planning process. As part of this task, we will develop a project website and engagement portal, using the Town's preferred engagement platform. We will select a virtual engagement tool, like Social Pinpoint, to use features like surveys, forums, idea walls, and interactive mapping.

1A.2. Collect and analyze data. We will undertake a thorough review of the Town's relevant, existing data and documentation—including the current Comprehensive Plan, which was last updated in 2020—as well as State and regional planning documents, such as the Colorado Water Plan. Our data review and analysis will also include a review of existing land uses, design standards, and zoning codes. We will also review previously submitted plans and processes to determine the existing cadence of review and approval.

1A.3. Analyze commercial and residential development trends. In preparation for the housing needs assessment and commercial Real Estate Market Analysis, we will examine commercial and residential development trends in the region to better understand the housing and commercial markets including, current and projected supply and demand levels. As part of this analysis, we will interview local real estate experts.

1A.4 Prepare for and facilitate an on-site project kickoff meeting. We will conduct an on-site kickoff meeting with the Town's project team that will serve as an opportunity to introduce our project team members, discuss project goals, present our project approach and methodology, review the final schedule of key project dates, and answer any questions the Town's project team may have. We plan to have the following project team members attend this meeting: project principal Kevin Price, project manager Khara Dodds, lead business analyst Alison Tobey, economic development subject matter expert (SME) Sam Eisenbeiser, parks and recreation SME Ryan Hegreness, and subcontracting partners Will Wagenlander and Courtney Levingston. As part of this task, we will develop supporting materials, graphics, and meeting outlines/agendas.

1A.5 Conduct inventory site visits and meetings. Following our on-site project kickoff, we will meet in-person with Town staff to understand the successes and challenges of implementing the Town's previous or ongoing planning initiatives. Together with Town staff and leadership, we will tour areas of the Town that will

Phase 1A: Inventory and Analysis

provide our team members with grounded exposure to the physical resources, opportunities, and constraints and community experiences important to the Comprehensive Plan.

1A.6 Conduct in-person interviews with the business community and community interest groups. We will meet with local developers, real estate professionals, key business community members, and special interest groups such as Habitat for Humanity, Together for Timnath, Guide our Growth, and the Town Steering Committee. These interviews will help to gain an understanding of the current challenges and opportunities in the market and community at large.

1A.7 Develop an Inventory and Analysis Report. Leveraging the information and insights gathered thus far, we will draft an Inventory and Analysis Report. This will help assess the local and regional context of Timnath, as well as document community demographics, strengths, challenges, opportunities, and assets. We will suggest opportunities for improvement, where appropriate, and we will include an assessment of current land use designations, identifying opportunities to transition to a more dynamic system of land use typologies.

1A.8 Review and confirm the Inventory and Analysis Report. We will conduct a virtual work session—held during a regularly scheduled Biweekly Project Status Update—to review the Report with the Town’s project team. We will update the Report based on Town feedback before finalizing the document.

1A.9 Present the Inventory and Analysis Report. After working with the Town’s project team to finalize the Inventory and Analysis Report, we will present the Report virtually to the Planning Commission and Town Council. We will solicit additional feedback and incorporate any necessary revisions.

Deliverable 4. Inventory and Analysis Report

Phase 1B: Market Analysis

Applying the lens of socioeconomic and market demands

Understanding socioeconomic trends, market demands, and commercial real estate conditions will help ensure that the Town’s strategies and action plans are realistic. The data gathered in this phase will support the economic development strategy and promote attainable zoning regulations, infrastructure investment, and potential incentives for specific types of development—considering new development as well as infill and redevelopment opportunities. Our goal will be to align future development with the community’s current and projected needs while promoting sustainable growth, benefiting residents, complementing conservation efforts, and enhancing overall quality of life.

We will conduct Phase 1B Market Analysis concurrently with Phase 1A Inventory and Analysis.

1.B.1 Conduct a market analysis. Leveraging our team’s firsthand economic development experience, we will conduct a thorough market analysis inclusive of the following: a socioeconomic analysis, consumer market demand analysis, commercial real estate market data analysis, and summary of our interviews with the local experts. We will analyze existing and projected jobs and commuting patterns to provide the Town with an assessment of established geographic areas and related annexation considerations.

1.B.2 Develop an Economic Assessment Analysis. We will develop a draft Economic Assessment Analysis summarizing the findings of our market analysis. The Economic Assessment Analysis will describe market demand for various types of commercial development, including new development, infill development, and redevelopment, noting economic influences on local retail sites. Based on these projections, policies and

Phase 1B: Market Analysis

initiatives can be implemented to facilitate development that will meet the current and future needs of the community.

1.B.3 Review and confirm the Economic Assessment Analysis. We will conduct a virtual work session with the Town's project team to review the Analysis in draft form and incorporate revisions and feedback as needed.

1B.4 Present the Economic Assessment Analysis. After working with the Town's project team to finalize the Economic Assessment Analysis, we will present the Report virtually to the Planning Commission and Town Council. We will present this Report in the same meeting during which we present the Inventory and Analysis Report, Task 1.A.9. We will solicit additional feedback and incorporate any necessary revisions.

Deliverable 5. Economic Assessment Analysis

Phase 2: Visioning

Helping the community determine its own future

Incorporating the voices and perspectives of all Town stakeholders will be critical to the success and accuracy of the Comprehensive Plan. To that end, we will lead a robust public engagement process that meets people where they are and gathers input from stakeholders, including but not limited to civic and nonprofit institutions, businesses, residents, employees, employers, and visitors—as well as the Town Council and Planning Commission. By working collaboratively with the public, we will promote transparency, build trust, and develop a stronger Comprehensive Plan.

2.1 Develop and administer a community survey. We will work with the Town's project team to review community input gathered through the Parks, Recreation, Open Space, and Trails Master Plan and the Town's current community-wide survey. Should we see a need for additional survey input, we will develop a community survey to gather input around values, aspirations, and priorities. We will review the survey with the Town's project team before sharing the survey through the previously developed engagement website.

2.2 Conduct visioning workshops with Town staff and leadership. We will conduct in-person visioning workshops with Town staff, leadership, and decision-makers. Our goal will be to identify preferred place type and urban design principles, goals, and directives. We will then use those principles, goals, and directives to guide and test the development of Place Types and Urban Design Principles.

2.3 Conduct in-person community engagement activities. We will work with the Town's project team to determine the most effective community engagement tailored to the community's needs, preferences, and culture. This in-person engagement might include pop-ups at community events, person-on-the-street interviews in high-traffic areas, visioning and idea walls, and more. We will also provide the Town with materials and guidance should they wish for Town staff to attend and facilitate additional in-person events. We plan to have five project team members, including project manager Khara Dodds, lead these in-person activities and have allocated up to 10 hours of community engagement activities with two BerryDunn resources participating for a total of 20 hours of BerryDunn staff time. We will work with the Town to efficiently plan these activities and adjust our approach if some activities are more appropriate to be led by a single BerryDunn resource.

2.4 Host three public visioning workshops. We will facilitate two in-person workshops and one virtual visioning workshop. Our goal will be to review community feedback and gather input on how the

Phase 2: Visioning

Comprehensive Plan might support the community's goals, aspirations, and culture. Together, we will identify the Town's intentions so that the Comprehensive Plan can provide a framework to navigate the future in a way that aligns with the community's values.

2.5 Review community feedback. Our team will review all community feedback gathered thus far. During the next week following the public workshops, we will conduct any follow-up that might be necessary and share initial findings with the Town's project team. The purpose of follow-up will help to clarify any essential data points received during the public engagement process and address any gaps in feedback.

2.6. Develop a Vision Statement and Community Engagement Summary. Based on our review of community feedback, we will develop a draft Vision Statement and Community Engagement Summary. We will conduct a virtual work session with the Town's project team—held during a regularly scheduled Biweekly Project Status Update—to review this document and incorporate suggested revisions and feedback.

2.7 Present the Vision Statement and Community Engagement Summary. After working with the Town's project team to finalize the Vision Statement and Community Engagement Summary, we will virtually present the summary to the Planning Commission and Town Council. We will solicit additional feedback and incorporate any necessary revisions.

Deliverable 6. Vision Statement and Community Engagement Summary

Phase 3: Policy and Strategy Recommendations

Establishing the best path forward

At this point in the process, the Town will have a clear understanding of where it is today and its vision for the future. Next, our team will help the Town step firmly into its desired future by providing policies and strategy recommendations that lay the foundation for progress. This will include developing both an economic development strategy and a housing strategy that foster a diverse and inclusive community.

3.1 Develop a draft Policies and Strategies Document. We will develop a draft Policies and Strategies Document using goals and policy mapping to help ensure policies reflect the community's values and Vision Statement. We will meet virtually with Town staff as needed. The Document will provide vision, goals, policies, and actions to guide the City's development and redevelopment for the next 10 – 15 years. Goals, policies, and strategies will help to establish a community identity and character plan, including an in-depth Town branding and identity strategy that builds on the Town's history and culture. To supplement this Document and identify potential solutions to challenges, we will research case studies and identify best practices and innovations from other jurisdictions.

3.2 Develop a coordinated approach to public facilities and infrastructure planning. To best prepare the Town for public facilities and infrastructure planning, we will evaluate the capacity and condition of existing infrastructure and identify future needs based on projected growth patterns. We will provide guidance on where and when to invest in new infrastructure, such as roads, utilities, parks, and public services, to support sustainable growth and development. This task will include the completion of a water supply element, prepared in accordance with the requirements of the Colorado Revised Statutes, 31-23-206. We will develop the element in consultation with entities that supply the Town's water, including the sewer and water districts as appropriate.

Phase 3: Policy and Strategy Recommendations

3.3 Develop a housing needs assessment and strategy. Our team will also develop a housing strategy intended to address gaps in the current housing stock, particularly the lack of the “missing middle” housing types. As part of this strategy, we will consider affordability, access to amenities, and proximity to jobs and services. We will conduct this housing needs assessment in accordance with the requirements of SB 24-174. We will include innovative recommendations for zoning and development regulations that facilitate mixed-income and mixed-use neighborhoods to support diverse, inclusive communities.

3.4 Develop a strategic growth element. Next, we will draft a strategic growth element in accordance with the requirements of the Colorado Revised Statutes, 31-23-206. The strategic growth element will provide a growth management strategy that will discourage sprawl, determine strategies for development, redevelopment, and preservation in accordance with infrastructure capacity, incorporate opportunities to address the Town’s housing needs, and mitigate the need for extension of infrastructure and public services to develop natural and agricultural lands for residential uses. In developing the strategic growth element, we will also review recently completed plans and studies to help ensure consistency with these documents.

3.5 Develop an economic development strategy. Our team will develop a strategy that identifies opportunities for diversifying the local economy, attracting new businesses, and supporting existing ones. We will explore ways to leverage Timnath’s unique characteristics and assets to enhance its economic competitiveness.

3.6 Develop a strategy for future annexations. We will work with Town staff and appropriate stakeholders, such as representatives from Larimer County, to develop a clear future annexation strategy, inclusive of guidance on which areas are most suitable for annexation based on factors such as proximity to existing services, agricultural and development potential, and alignment with the Town’s growth goals. The annexation’s design will promote orderly and efficient growth and help ensure that new developments are well-integrated with existing neighborhoods and infrastructure. Our goal will be to integrate planning and land use best practices.

3.7 Review the Policies and Strategies Document. We will incorporate the facilities and infrastructure, housing, strategic growth, economic development, and annexation strategies into the draft Policies and Strategies Document. We will then meet virtually with the Town’s project team—during a regularly scheduled Biweekly Project Status Update—to review the draft. We will incorporate suggested feedback and revisions before preparing to present the document.

3.8 Present the Policies and Strategies Document. Our project manager, Khara Dodds, economic development SME, Sam Eisenbeiser, and subcontracting partner, RVi, will present the Policies and Strategies Document in-person to the Town Council and Planning Commission. We will solicit feedback and incorporate suggested revisions before finalizing the Document.

Deliverable 8. Policies and Strategies Document

Phase 4: Land Use Typologies Development

Exploring place types to support growth patterns, infrastructure needs, and community well-being.

We will help the Town move beyond traditional land use designations and embrace a more flexible, nuanced approach involving Place Types and Urban Design Principles. We will consider integrating a wide range of

Phase 4: Land Use Typologies Development

potential place types, including residential, commercial, civic, educational, and recreational spaces, to encourage vibrant and diverse neighborhoods of different sizes, scales, and characters.

4.1 Develop a set of land use typologies. We will develop a set of land use typologies that incorporate varying building forms, densities, and uses within each zoning category. Key considerations will include integrating a wide range of potential place types including residential, commercial, civic, educational, and recreational spaces to encourage vibrant and diverse neighborhoods of different sizes, scales, and characters.

4.2 Identify urban activity nodes. Next, we will identify activity nodes (e.g., Town centers, transportation hubs) that have the potential for denser, more compact mixed-use development. These areas will be designated to encourage walkability, reduce vehicle dependency, and provide community services and amenities that are accessible and walkable.

4.3 Designate rural and agricultural preservation areas. Simultaneously, we will designate areas where rural and agricultural characteristics should be preserved. We will develop typologies that promote low-density, open spaces, and agricultural land uses in harmony with Timnath's agrarian and natural landscapes.

4.4 Develop a design pallet. Using urban design principles, community goals, and land use typologies, we will develop a design pallet that reflects Timnath's unique identity and aesthetic. We will package this design pallet as the Draft Place Types and Urban Design Principles.

4.5 Present the Draft Place Types and Urban Design Principles. Our project manager, Khara Dodds, and subcontractor RVi will meet in-person with appropriate Town staff and decision-makers to review the Place Types and Urban Design Principles. We will incorporate feedback and suggested revisions before finalizing the deliverable.

4.6. Test and refine typologies and guidelines. Using visualization tools (e.g., 3D modeling and GIS), we will test the Draft Place Types and Urban Design Principles in different contexts of Timnath. We will assess how the proposed place types will impact growth patterns, infrastructure needs, and community well-being.

Deliverable 7. Place Types and Urban Design Principles

Phase 5: Final Comprehensive Plan and Implementation Strategy

Creating an innovative, forward-thinking Comprehensive Plan

The final Comprehensive Plan will summarize the Town's current state; synthesize a community-developed vision and supporting goals, policies, and actions; incorporate economic development, housing, and annexation strategies; introduce progressive land use place types; outline steps the Town's desired future state; and generally promote community inclusivity and well-being. The Comprehensive Plan will be a user-friendly, accessible document designed so that the entire community can embrace and support it.

5.1 Develop an Implementation Strategy. Our team will consider all research and analysis, stakeholder feedback, and visioning work to develop an Implementation Strategy that will guide staff and other stakeholders in executing the Comprehensive Plan. The Implementation Strategy will establish a framework to achieve the Comprehensive Plan's goals. This will include action steps, estimated timelines, identification of responsible parties, and potential funding sources.

Phase 5: Final Comprehensive Plan and Implementation Strategy

5.2 Review and confirm the Implementation Strategy. We will review the Implementation Strategy with the Town's project team during a regularly scheduled Biweekly Project Status Update meeting. We will incorporate suggested revisions before finalizing the Strategy.

Deliverable 9. Implementation Strategy

5.3 Develop a final draft Comprehensive Plan document. Meeting with Town staff as needed, we will develop a draft Comprehensive Plan. This will include the new land use typologies, urban design principles, and design palette, as well as a public facilities and infrastructure planning approach and an annexation strategy. We will incorporate detailed design guidelines to show how to implement these elements in future development plans, zoning updates, and regulatory frameworks.

5.4 Review and confirm the Comprehensive Plan. We will present the Comprehensive Plan in draft form to the Town's project team during a regularly scheduled Biweekly Project Status Update meeting. We will incorporate suggested revisions and prepare to present the Comprehensive Plan to a larger audience.

5.5 Present the Comprehensive Plan to Town leadership. After reviewing and confirming the Comprehensive Plan with the Town's project team, we will present it to the Town Council and Planning and Zoning Commission. We find that this final presentation helps to answer any remaining questions, promotes buy-in, and generates consensus that will support the Comprehensive Plan's long-term success. We will incorporate final feedback and suggested revisions from the Town Council and Planning Commission before finalizing the Comprehensive Plan.

Deliverable 10. Comprehensive Plan

In-Person Engagement

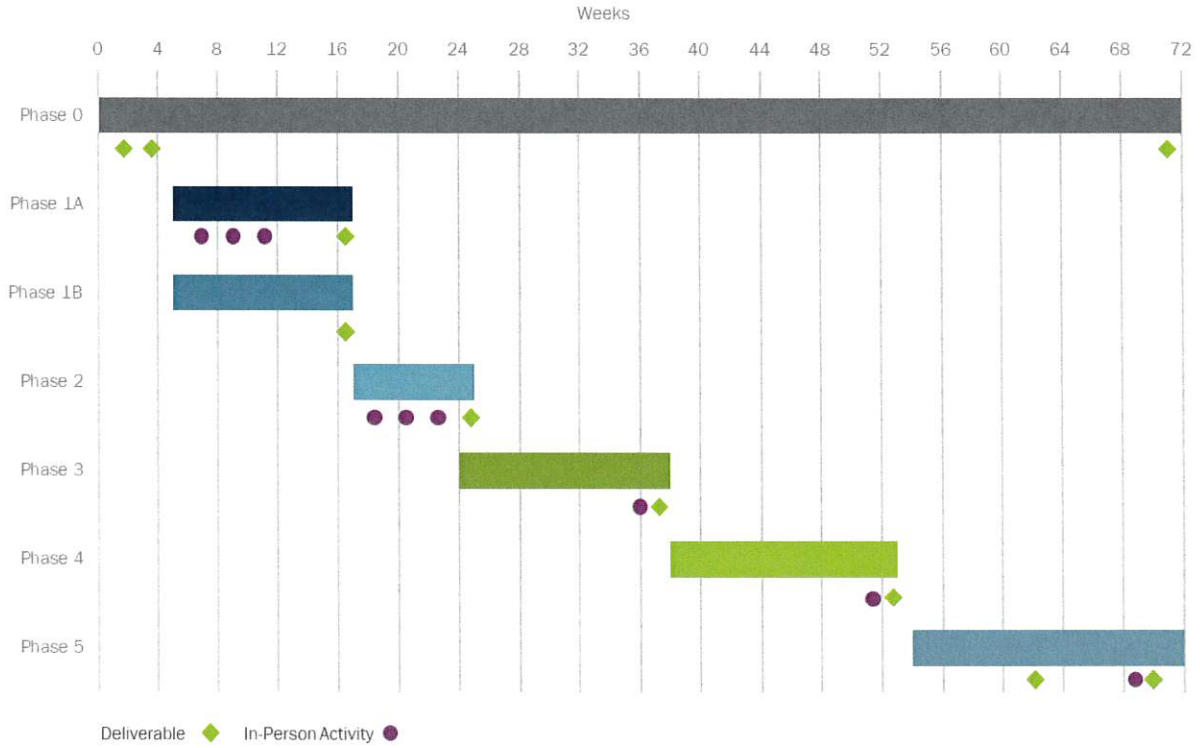
To help the Town better understand which BerryDunn team members will lead in-person activities, we provide Table 1. This outlines each planned, in-person trip and the team members who will be in attendance. That said, we are committed to remaining flexible and have local team members who can provide as-needed, in-person support.

Table 1: BerryDunn’s Planned In-Person Engagement

Trip	Project Tasks	Team Members in Attendance
Trip 1	1A.4 Project kickoff meeting 1A.5 Inventory site visits and meetings 1A.6 Business community interviews	Kevin Price, Project Principal Khara Dodds, Project Manager Alison Tobey, Lead Business Analyst Sam Eisenbeiser, Economic Development SME Ryan Hegreiness, Parks and Recreation SME RVi, Subcontracting Partner
Trip 2	2.2 Town staff and leadership visioning workshops 2.3 Community engagement activities 2.4 Public visioning workshops	Khara Dodds, Project Manager Alison Tobey, Lead Business Analyst Sam Eisenbeiser, Economic Development SME RVi, Subcontracting Partner
Trip 3	3.8 Policies and Strategies Document presentation	Khara Dodds, Project Manager Sam Eisenbeiser, Economic Development SME RVi, Subcontracting Partner
Trip 4	4.5 Place Types and Urban Design Principles presentation	Khara Dodds, Project Manager Alison Tobey, Lead Business Analyst RVi, Subcontracting Partner
Trip 5	5.5 Final Comprehensive Plan presentation	Kevin Price, Project Principal Khara Dodds, Project Manager RVi, Subcontracting Partner

Timeline

Below, we present our proposed timeline. This schedule is based on our current understanding of the Town's needs as well as our experience leading similar projects for communities throughout the State. We are happy to adjust this schedule to best accommodate the Town's needs, as appropriate.



Fixed-Fee Price

BerryDunn's fixed-fee cost for conducting the Town's Comprehensive Plan Update is \$203,840. Table 2 presents a breakdown of our proposed fees by project phase and deliverable.

Our proposed fee reflects the level of effort we believe is required to complete the requested scope. Other factors that contributed to this fee include:

- Our staffing plan and resource allocation, which provides the Town with the appropriate number of resources and a level of expertise to complete the tasks defined in the scope of work
- Our experience conducting projects of similar scope and size
- Our proposed team's experience working together on similar projects

Table 2: BerryDunn's Proposed Fees by Phase and Deliverable

Phase and Deliverable	Fee
Project Management	
Deliverable 1. Project Work Plan and Schedule	\$4,420
Deliverable 2. Community Engagement Strategy	\$1,820
Deliverable 3. Biweekly Project Status Updates	\$22,880
Phase 1A. Inventory and Analysis	
Deliverable 4. Inventory and Analysis Report	\$46,280
Phase 1B. Market Analysis	
Deliverable 5. Economic Assessment Document	\$11,700
Phase 2. Visioning	
Deliverable 6. Vision Statement and Community Engagement Summary	\$23,400
Phase 3. Land Use Typologies	
Deliverable 7. Final Place Types and Urban Design Principles	\$16,900
Phase 4. Policy and Strategy Recommendations	
Deliverable 8. Policies and Strategies Document	\$35,360
Phase 5. Final Comprehensive Plan and Implementation Strategy	
Deliverable 9. Implementation Strategy	\$14,040
Deliverable 10. Comprehensive Plan	\$27,040
Total	\$203,840
Contingency for Additional Scope Items	\$20,800

Town of Timnath
January 10, 2025 | Page 13

Fee Assumptions

Our fee proposal includes the following assumptions:

- Satisfaction of a deliverable contingent upon the Town's signed acceptance. We will work with the Town's project manager to update our deliverables as required until they are accepted by the Town. The Town will not incur any additional costs associated with the process of reaching deliverable acceptance.
- A hybrid approach with most project activities occurring virtually. We have included five on-site trips:
 - Trip 1: Phase 1 A – Project Kickoff, Inventory Site Visits, Meetings, and Interviews
 - Tasks 1.A.4, 1.A.5, and 1.A.6
 - Trip 2: Phase 2 – Visioning Workshops and Community Engagement Activities
 - Tasks 2.2, 2.3, 2.4
 - Trip 3: Phase 3 – Present Policies and Strategies
 - Task 3.8
 - Trip 4: Phase 4 – Present Draft Place Types and Urban Design Principles
 - Tasks 4.5
 - Trip 5: Phase 5 – Present the Comprehensive Plan to Town Leadership
 - Task 5.5
- Four meetings each with the Town Council and Planning Commission. Trips 3 and 5 described above will include in-person meetings with the Council and Commission. Additional in-person trips will require allocating funds from the project contingency.

In Closing

If you have any questions regarding the services we can provide or wish to discuss your goals and objectives with us in more detail, please feel free to contact us directly. We look forward to learning how we can help the Town achieve its goals and objectives for this important initiative.

Sincerely,



Kevin Price, MPP, PMP®, Prosci® CCP | Principal
2211 Congress Street, Portland, ME 04102
207.541.2379 | kprice@berrydunn.com

EXHIBIT A-1
CONTRACTOR'S COMPLETED W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Berry, Dunn, McNeil & Parker LLC	
	2 Business name/disregarded entity name, if different from above. BerryDunn	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 2211 Congress Street	Requester's name and address (optional)
	6 City, state, and ZIP code Portland, ME 04102	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									
0	1	-	0	5	2	3	2	8	2

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Elizabeth Tippett</i>	Date <i>12/12/24</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT B

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;*
 - d. broad form property damages;
 - e. medical payments;

***This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement.**
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of operation or use of an automobile.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT B-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH MAINE SECRETARY OF STATE

State of Maine

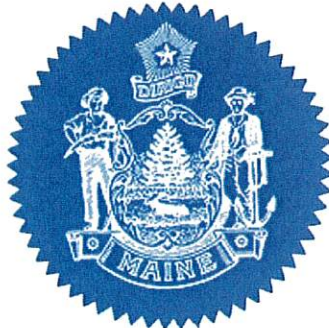


Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the records of formation, amendment, and cancellation of limited liability companies and annual reports filed by the same.

I further certify that BERRY, DUNN, MCNEIL & PARKER, LLC is a duly formed limited liability company under the laws of the State of Maine and that the date of formation is February 9, 1999.

I further certify that said limited liability company has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the certificate of formation and that according to the records in the Department of the Secretary of State, said limited liability company is a legally existing limited liability company in good standing under the laws of the State of Maine at the present time.



In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed, given under my hand at Augusta, Maine, this fourteenth day of January 2025.

Shenna Bellows

*Shenna Bellows
Secretary of State*

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Berry, Dunn, McNeil & Parker, LLC

is an entity formed or registered under the law of Maine, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20131648111.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 02/06/2025 that have been posted, and by documents delivered to this office
electronically through 02/10/2025 @ 09:03:29.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 02/10/2025 @ 09:03:29 in accordance with applicable law.
This certificate is assigned Confirmation Number 16982954.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."