

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 9, SERIES 2025**

**A RESOLUTION APPROVING THE CONTRACT WITH
BEYOND YOUR BASE PUBLIC ENAGEMENT AND PUBLIC OPINION RESEARCH
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 Public Engagement and Public Opinion Research Services Agreement between the Town and Beyond Your Base, A Consulting Group of Wight & Company, dated January 9, 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 \$70,220.00 is hereby approved, authorized, and ratified to enter into a contract with Beyond Your Base for public engagement and public opinion research services. The required agreements may be finalized by the Town Manager, in consultation with the Parks and Recreation 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 FEBRUARY 11, 2025.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk





EXHIBIT A

January 11, 2025

Mr. Tom Casal
Parks & Recreation Director
Town of Timnath
4750 Signal Tree Drive
Timnath, CO 80547

Town of Timnath Public Engagement and Public Opinion Research Services Agreement

Dear Mr. Casal:

Beyond Your Base ("BYB"), a consulting group of Wight & Company, an Illinois Corporation, is pleased to submit this Public Engagement and Public Opinion Research Services Agreement ("Agreement") to assist the Town of Timnath ("Town") with a public policy engagement.

The Agreement is presented in five parts:

- UNDERSTANDING
- SCOPE OF SERVICES
- SCHEDULE
- COMPENSATION
- OTHER TERMS

UNDERSTANDING

BYB understands that the Town is considering placing a referendum question on the November 4, 2025 ballot to address recreation-related capital improvements. As part of its planning efforts, the Town seeks to engage BYB to help organize, manage and lead a process to share information with residents regarding its capital facility needs, proposed solutions, and funding options, and gather community input.

SCOPE OF SERVICES

BYB will provide the Town with the following Public Engagement and Public Opinion Research Services:

- **Proposal Development.** Provide thoughts and recommendations on one or more funding proposals to be shared and tested with a Citizen Task Force or other Town representatives identified by the Town and, eventually, Townwide.
- **Voter Analysis and Voter Identification.** Identify likely voters based on historical voting records for a November 2025 election (needed for future public opinion research) and prepare voter analysis and assemble necessary lists for future mailings.
- **Timeline and Budget.** Develop a comprehensive community engagement timeline and budget based on a possible November 2025 election.
- **Task Force.** Provide guidance in developing a list of possible Citizen Task Force members and prepare an invite letter, agenda, and PowerPoint presentations for the Task Force meetings. Assist in facilitating in-person Task Force meetings to gather feedback on the funding proposal(s).
- **Frequently-Asked-Questions Document.** Prepare an FAQ document and fact sheet to be posted on a designated landing page on the Town’s website and utilized for other outreach efforts.
- **Earned Media.** Review press releases associated with the Town’s planning efforts and proposal(s).
- **Informational Mailers.** Develop two mailers to inform registered voters about the planning efforts completed to date, capital facility needs, and proposed solutions. Services include issue framing, messaging, copywriting, graphic design, and oversight of print and mail.
- **Presentation Deck.** Develop a PowerPoint presentation designed for both in-person presentations and a recorded version to be posted on the Town’s website.
- **Website/Social Media.** Review information related to the Project to be shared on the Town’s website, Facebook page, and other social media.
- **Text Messages.** Develop and oversee the execution of text messages to promote public information meetings.
- **Informational Video.** Provide input on an informational video, if pursued, including reviewing outlines, scripts, and drafts. The District would engage a videographer for the

informational video.

- **Digital Advertising.** Work with a digital advertising vendor in developing digital advertising tools and strategies, if pursued. The goal is to increase community awareness of the Town’s website landing page, a resource that would provide detailed information about the possible funding proposal, public information meetings, and related updates.
- **Mail/Online Survey.** Develop a mail survey to gather public input from all registered voter households within the Town on the funding proposal. Services include preparing survey questions, graphic design, oversight of print and mail, oversight of data entry, and analysis of results. An online version of the survey will also be developed and linked to a QR code on the printed mail surveys. To encourage participation, a text message will also be sent to approximately 4,400 registered voters within the Town for whom we have identified a cell phone number. This text message would be sent approximately 10 days after the mail survey is mailed.
- **Presentation of Public Opinion Research.** Present public opinion research results to the Citizen Task Force.
- **Ballot Question.** Assist in reviewing preliminary and final ballot question language.

SCHEDULE

BYB is prepared to start work on this engagement as soon as January 27, 2025.

COMPENSATION

BYB proposes to conduct the above scope of services at a fixed cost of Forty-Five Thousand Dollars (\$45,000.00), with said fee billed in four invoices, each in the amount of Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00), on/about February 28, 2025, April 30, 2025, June 30, 2025, and August 29, 2025. Said invoices are to be paid within 30 days of receipt.

Reimbursable Expenses

In addition to the fixed cost, the Town will be responsible for reimbursing BYB for all expenses incurred by BYB related to the Public Engagement and Public Opinion Research Services, including printing, mailing, and postage of direct mailers to registered voter households; printing, mailing, and postage of mail surveys to registered voter households, including postage and other postal fees associated with survey reply envelopes; survey crosstabs; data needed for mailing lists and public opinion research; text messages; copies; and overnight shipping costs. Such reimbursable costs are estimated at up to \$25,220.

Outside Consultants

The Town would directly engage a videographer, if informational videos are pursued. The Town

would directly engage digital advertising firm(s), if digital advertising is pursued.

Travel Expenses

The Town would be responsible for mileage expenses (at IRS mileage rates) for BYB team members attending in-person meetings.

No Agency or Graphic Design Fees

BYB will not charge an agency service fee or a separate fee for graphic design services.

OTHER TERMS

1. **No Advocacy-Related Services.** The parties expressly understand and agree that this Agreement is not intended to and does not encompass or include any advocacy-related services in connection with any future campaigns. Accordingly, as part of the Public Engagement and Public Opinion Research Services, BYB will not provide any such advocacy-services to, or for the benefit of, the Town under or pursuant to this Agreement.
2. **No Limitation of Services.** It is expressly understood and agreed that BYB will not unreasonably limit its work to the steps outlined herein, but will extend its services as necessary to ensure that all appropriate services for, or related to, the community engagement efforts are provided to or on behalf of the Town in a professional and satisfactory manner. If Town requests are deemed to be excessive or fall outside the scope of services outlined, BYB will notify the Town before providing such services it feels may require additional compensation and obtain Town written approval of an amendment hereto.
3. **Related Professional Services.** This Agreement for Public Engagement and Public Opinion Research Services is separate and apart from any other professional services the Town may deem necessary. The Town retains flexibility in working with other planning/design firms, engineering firms, construction contractors/professionals, financial advisors, or other professional consultants.
4. **Termination.** The Town, at its sole discretion, may terminate this Agreement at any time by providing a written notice of termination to BYB by email, hand delivery, US Certified Mail or recognized overnight delivery service. At the termination of this Agreement, the Town shall pay compensation earned (based services provided) and reimburse BYB such reasonable costs and expenses incurred to the date of such termination, which payment shall be made in full satisfaction of all claims against the Town under this Agreement.

5. **General Terms and Conditions.**

- A. **INDEPENDENT CONTRACTOR.** BYB is an independent contractor and nothing in this Agreement shall constitute or designate BYB or any of its employees or agents as employees or agents of the Town. BYB 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. **BYB is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by BYB or some other entity other than the Town, and BYB is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement and to comply with all federal, state, and local laws.**
- B. **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. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- C. **CHOICE OF LAW / VENUE.** 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. Venue for all actions arising from this Agreement shall be in the District Court in and for Larimer County, Colorado.
- D. **INSURANCE.** BYB shall secure and maintain during the term of this Agreement, insurance in the following minimum amounts: general liability insurance and automobile liability insurance both naming the Town as an additional insured, in the minimum amounts of \$1,000,000 per incident, \$2,000,000 in the aggregate, and workers compensation insurance in the minimum amounts required by applicable law. A certificate of insurance shall be provided to the Town upon entering into this Agreement.

This Section of Agreement Purposely Left Blank

Thank you for the opportunity to assist the Town of Timnath with this important initiative. Upon signature of this Agreement, please return one original signed copy to Wight & Company, Attn: John Flodin, 2500 North Frontage Rd, Darien, IL 60561.


Respectfully submitted,

**BEYOND YOUR BASE
A CONSULTING GROUP OF
WIGHT & COMPANY**



Paul Hanley
Managing Director
Beyond Your Base

On behalf of Town of Timnath



Accepted/Signature

Aaron Adams

Printed Name

Town Manager

Title

2/13/25

Date