

**TOWN OF TIMNATH
ORDINANCE NO. 8, SERIES 2014**

**AN ORDINANCE APPROVING AMENDMENT #7 TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
TOWN OF TIMNATH AND THE CITY OF FORT COLLINS**

WHEREAS, The Town of Timnath (the "Town") is a home rule municipality operating under the Timnath Home Rule Charter (the "Charter") adopted on November 7, 2006 and the Town's Municipal Code (the "Code"). Pursuant to the Charter, the Code, and the authority given home rule municipalities under the Colorado Constitution, the Town may adopt and amend ordinances; and

WHEREAS, the Town Council has approved several amendments to the Intergovernmental Agreement (IGA) between the Town and the City of Fort Collins; and

WHEREAS, the Town has most recently approved an amendment extending the terms of the IGA as it relates to the entities' growth management areas (GMA) to May 15, 2014; and

WHEREAS, the Town and the City have reached agreement on their respective GMA's.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Timnath, Colorado, that:

Section 1. The Town Council hereby approves Amendment #7 to the Town of Timnath and City of Fort Collins Intergovernmental Agreement as attached hereto;

Section 2. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution, the powers contained in the home rule charter for the Town ("Charter") and the Timnath Municipal Code (the "Code");

Section 3. Effective Date. This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON OCTOBER 28th, 2014 AT THE TIMNATH TOWN ADMINISTRATIVE BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 22ND DAY OF APRIL, 2014.

RECEPTION#: 20140064378, 11/07/2014 at
11:42:38 AM, 1 OF 16, R \$86.00 TD Pgs: 0
Angela Myers, Clerk & Recorder, Larimer
County, CO

✓
Please Return to:
Town of Timnath
4800 Goodman Street
Timnath, CO 80547


MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON OCTOBER 28th, 2014.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



SEVENTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
(Regarding Cooperation on Annexation, Growth Management and Related Issues)

THIS SEVENTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Amendment”) is made and entered into 28th day of October, 2014, by and between THE TOWN OF TIMNATH, COLORADO, a Colorado home rule town (hereinafter referred to as “Timnath”), and THE CITY OF FORT COLLINS, COLORADO, a Colorado home rule municipal corporation (hereinafter referred to as “Fort Collins”).

RECITALS

WHEREAS, on February 17, 2009, Timnath and Fort Collins entered into an intergovernmental agreement relating to annexation, growth management and related issues, which agreement resolved certain differences that had arisen between the parties regarding a variety of planning and growth management issues (the “Intergovernmental Agreement”); and

WHEREAS, the parties are situated on opposite sides of Interstate 25 and are both committed to planned and orderly development; regulating the location and activities of development which may result in increased demand for services; providing for the orderly development and extension of urban services; to simplifying governmental structure when possible; promoting the economic vitality of both municipalities; protecting the environment; and raising revenue sufficient to meet the needs of their citizens; and

WHEREAS, because of the proximity of the City and the Town, the parties have agreed to work toward developing a comprehensive development plan for certain areas of mutual interest and concern within the immediate vicinity of I-25, the purpose of which plan would be to explore joint financing mechanisms for public improvements and potential revenue sharing alternatives within such areas; and

WHEREAS, the parties have previously executed First, Second, Third, Fourth, Fifth and Sixth Amendments to the Intergovernmental Agreement and now wish to execute a Seventh Amendment to the Intergovernmental Agreement in order to establish certain expectations with regard to joint planning and revenue sharing within the abovementioned areas of mutual interest and concern, and to address certain other issues that have arisen since the initial execution of the Intergovernmental Agreement, including Fort Collins’ interest in annexing a certain strip of property within the revised Timnath GMA, the disconnection by Fort Collins of certain Poudre School District land, the modification and addition of certain exhibits to this Intergovernmental Agreement, and the elimination of Fort Collins’ obligation under the Intergovernmental Agreement to unilaterally amend the boundaries of its Growth Management Area even if such amendment is not acceptable to Larimer County.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. That Section 1.4 of the Intergovernmental Agreement is hereby renumbered as 1.5 and all subsequent subsections are renumbered accordingly, with a new Section 1.4 to be added, which shall read in its entirety as follows:

1.4 "Proposed Influence Areas" shall mean the areas shown on Exhibits "A", "B", and "C", attached hereto and incorporated herein by this reference, which areas may become the subject of revenue sharing and/or joint planning between Fort Collins and Timnath.

2. That Section 2.1 of the Intergovernmental Agreement is amended so that the subsection reads in its entirety as follows:

2.1 Generally.

(a) The boundaries of the FCGMA and the TGMA along I-25 from State Highway 392 on the south to Larimer County Road 56 on the north, shall be as shown on Exhibit E, attached and incorporated herein; provided however, that the such boundaries shall not go into effect until Larimer County has approved the same. Fort Collins and Timnath agree to cooperate in attempting to obtain County approval of those boundaries.

(b) The parties shall, within one (1) year following the date of this Amended and Restated Intergovernmental Agreement, engage in a public process to inform neighborhoods affected by the TGMA of the possibility of those certain areas commonly known as the Cloverleaf Mobile Home Park and the Vista Bonita Subdivision being removed from the FCGMA and being placed in the TGMA so that they would be eligible for annexation into Timnath. Any such transfer of those properties from the FCGMA into the TGMA shall be subject to the approval of Larimer County. In the event that a majority of the property owners in either or both of the foregoing areas state in writing their desire to file a petition for the annexation of such properties to Timnath, Fort Collins and Timnath agree to cooperate in attempting to obtain County approval of an amendment to their Growth Management Area boundaries that would accommodate such annexation(s).

(c) Any future amendments to the contiguous boundaries of the TGMA and FCGMA shall be made only if agreed upon in writing by both parties and by Larimer County.

3. That Section 2.2 of the Intergovernmental Agreement is hereby amended to read in its entirety as follows:

2.2 Annexations and Property Acquisitions within Growth Management Areas. Each party shall respect the other party's GMA, as said GMAs are to be amended under Section 2.1 above, and shall not:

(a) annex, or accept any petition to annex, property within the other party's GMA, as said GMAs are to be amended under Section 2.1 above; provided, however, that Fort Collins may annex a narrow strip of property located

within the TGMA at the location shown on Exhibit D, attached hereto and incorporated herein by this reference, if such annexation is determined by the Fort Collins City Council, in its sole discretion, to be in Fort Collins' best interests;

(b) annex any portion of the I-25 right-of-way without the express written consent of the other party except that Fort Collins may annex those portions of I-25 that are or will be bounded on both sides by property within its municipal limits; or

(c) acquire any property within the other party's GMA for the purpose of future community separators, natural areas, community parks, recreation or open space, without the consent of the other party, either in fee or through conservation or other easements, either under its own authority or through participation with or financial contribution to third parties or entities, except to the extent that such acquisitions may be incidental to the acquisition of property for other legitimate municipal purposes, including, but not limited to transportation rights-of-way and storm drainage facilities, in which case each party shall use reasonable efforts to provide written notice to the other party prior to taking any action pursuant this exception.

4. That Section 2.3 of the Intergovernmental Agreement is hereby deleted in its entirety.

5. That Article 3 of the Intergovernmental Agreement is hereby amended to read as follows:

ARTICLE 3

GATEWAY SECOND AND THIRD ANNEXATIONS/I-25 ANNEXATIONS

Fort Collins shall take no further action to annex any portions of the I-25 right-of-way in connection with the Fort Collins Gateway Second and Third Annexations. Similarly, Timnath shall take no further action to annex any portion of the I-25 right-of-way that is adjacent to the FCGMA, except that portion of the I-25 right-of-way, if any, that has been conveyed to Timnath by the Colorado Department of Transportation in connection with the vacation of the former I-25 frontage road at the southeast corner of the intersection of I-25 and Harmony Road.

6. Article 4 of the Intergovernmental Agreement is hereby amended so that such article reads in its entirety as follows:

4.1 Plan Review and Revenue Sharing. The City and Town understand and agree that the implementation of this Agreement and the achievement of its purposes, including planning for and regulating the use of land and the provision of urban services, facilities, rights-of-way, and other requirements, will require significant time and effort on the part of both

municipalities, as well as the expenditure of money. Accordingly, Timnath and Fort Collins agree to evaluate potential revenue sharing alternatives within the Proposed Influence Areas as described in Section 1.4 in percentages yet to be determined. For areas outside the Proposed Influence Areas, neither party shall be entitled to any share of the revenues generated by any parcel of property located in the other party's GMA, nor shall either party be entitled to any design or development review, other than such statutory review as both parties agree is applicable to home-rule municipalities and such review as may be required by the municipal code of one party, in its sole and exclusive discretion, in granting review rights to the other.

4.2 Early Development. The owners of any property that is the subject of a development project approved by either municipality within the Proposed Influence Areas as shown on Exhibits "A" and "B" prior to the completion of a revenue sharing agreement between Timnath and Fort Collins shall be required by the approving municipality to enter into a development agreement whereby such owners, on behalf of themselves and their successors in interest, agree to financially participate, on a proportionately equitable basis, in any future revenue sharing program as may reasonably be established between the municipalities. Any such development agreement shall name the non-approving municipality as a third party beneficiary with respect to this revenue sharing provision.

4.3 Poudre School District Land. If requested by the Poudre School District in accordance with Colorado law, Fort Collins agrees to consider the disconnection of that certain parcel of land more particularly described on Exhibit "E" attached hereto. In the event that said land (or any part thereof) is, after disconnection from Fort Collins, commercially developed, such development shall, by development agreement, be subject to revenue sharing in the same manner and under the same requirements as are set out in Section 4.1 above.

7. That Exhibit "F", which describes the TGMA and the FCGMA boundaries between Timnath and Fort Collins as they were established in 2009 is hereby amended as shown on Exhibit "F-1" attached hereto.

8. That Exhibits "A", "B", and "C" which describe the Proposed Influence Areas at the Prospect interchange, the Mountain Vista interchange and the Mulberry interchange, are hereby added.

9. That the areas shown on Exhibit "G" are intended to be transferred from the FCGMA to the TGMA which transfer will become effective only upon written approval by Larimer County.

10. No Further Modification. Except as expressly amended by this full Amendment, the Intergovernmental Agreement is unmodified and shall continue in full force and effect.

11. Binding Agreement. Both Timnath and Fort Collins intend that this Amendment shall be binding upon them.

12. Amendments. This Amendment may only be amended, changed, modified or altered in writing, signed by both parties hereto.

13. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

14. Jointly Drafted; Rules of Construction. The parties hereto agree that this Amendment was jointly drafted, and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

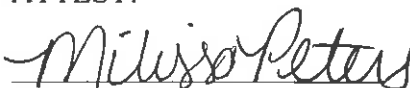
15. Defined Terms. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth in the Intergovernmental Agreement.

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

THE TOWN OF TIMNATH, COLORADO

By: 
Mayor

ATTEST:


Town Clerk

APPROVED AS TO FORM:

Town Attorney

11. Binding Agreement. Both Timnath and Fort Collins intend that this Amendment shall be binding upon them.

12. Amendments. This Amendment may only be amended, changed, modified or altered in writing, signed by both parties hereto.

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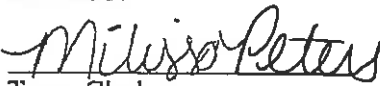
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IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

THE TOWN OF TIMNATH, COLORADO

By: 
Mayor

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney

THE CITY OF FORT COLLINS, COLORADO

By: Karen Weitkunat
Karen Weitkunat, Mayor

ATTEST:

[Signature]
City Clerk



APPROVED AS TO FORM:




[Signature]
Deputy City Attorney

Proposed Fort Collins - Timnath Influence Area Prospect Rd & I-25

Exhibit A
IA #1



Fort Collins

-  Fort Collins City Limits
-  Interchange Influence Area Boundary
-  Current Fort Collins / Larimer County IGA Growth Management Area Boundary






Proposed Fort Collins - Timnath Influence Area Mountain Vista Dr & I-25

Exhibit B
IA #2



Fort Collins

-  Fort Collins City Limits
-  Interchange Influence Area Boundary
-  Current Fort Collins / Larimer County IGA Growth Management Area Boundary






Potential Future Fort Collins - Timnath Influence Area Mulberry St & I-25

Exhibit C
IA #3



Fort Collins

-  Fort Collins City Limits
-  Interchange Influence Area Boundary
-  Current Fort Collins / Larimer County IGA Growth Management Area Boundary



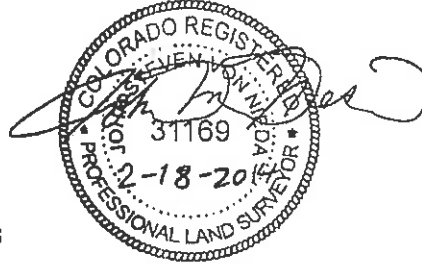
DESCRIPTION OF CLOVERLEAF MOBILE HOME PARK STRIP

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED TO BOGGS KURLANDER STEELE, LLC RECORDED MAY 9, 2002 AT RECEPTION NO. 2002051529 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST FORTY (40) FEET OF SAID TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED TO BOGGS KURLANDER STEELE, LLC RECORDED MAY 9, 2002 AT RECEPTION NO. 2002051529.

IT IS THE INTENT OF THIS DESCRIPTION THAT THE EAST BOUNDARY OF THE ABOVE-DESCRIBED TRACT BE PARALLEL TO THE WEST BOUNDARY THEREOF.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.



JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522

DESCRIPTION OF POUFRE R-1 SCHOOL DISTRICT SITE PROPOSED TO BE DE-ANNEXED

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, THE SOUTHWEST QUARTER OF SECTION 14, THE NORTH HALF OF SECTION 22, AND THE NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15 AND ASSUMING THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 15 AS BEARING NORTH 89°56'23" WEST, AS DETERMINED BY A GPS OBSERVATION, A DISTANCE OF 2638.04 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 89°56'23" WEST A DISTANCE OF 2638.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 89°56'38" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 15 A DISTANCE OF 635.26 FEET;
THENCE NORTH 00°03'22" EAST A DISTANCE OF 468.93 FEET TO THE SOUTHERLY LINE OF THAT STRIP OF LAND AS DESCRIBED IN THAT WARRANTY DEED AS RECORDED NOVEMBER 30, 1972 IN BOOK 1531 ON PAGE 759 OF THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER (LCCR);
THENCE ALONG SAID SOUTHERLY LINE BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:
THENCE SOUTH 54°55'30" EAST (REC. S. 55°01' E.) A DISTANCE OF 764.90 FEET;
THENCE SOUTH 89°53'30" EAST (REC. S. 89°59' E.) A DISTANCE OF 8.89 FEET TO THE EAST LINE OF SAID SW1/4;
THENCE NORTH 00°09'39" EAST ALONG SAID EAST LINE A DISTANCE OF 54.76 FEET TO THE NORTHERLY LINE OF THE AFORESAID STRIP OF LAND;
THENCE NORTH 54°55'30" WEST (REC. N. 55°01' W.) ALONG SAID NORTHERLY LINE A DISTANCE OF 775.87 FEET;
THENCE NORTH 00°03'22" EAST A DISTANCE OF 804.25 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2 SW1/4) OF SAID SECTION 15;
THENCE SOUTH 89°47'03" EAST ALONG SAID NORTH LINE A DISTANCE OF 637.70 FEET TO THE NORTHEAST CORNER OF SAID S1/2 SW1/4;
THENCE SOUTH 89°48'01" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (S1/2 SE1/4) A DISTANCE OF 2639.15 FEET TO THE NORTHEAST CORNER OF SAID S1/2 SE1/4;
THENCE SOUTH 00°12'32" WEST ALONG THE EAST LINE OF SAID S1/2 SE1/4 A DISTANCE OF 1326.04 FEET TO THE POINT OF BEGINNING.

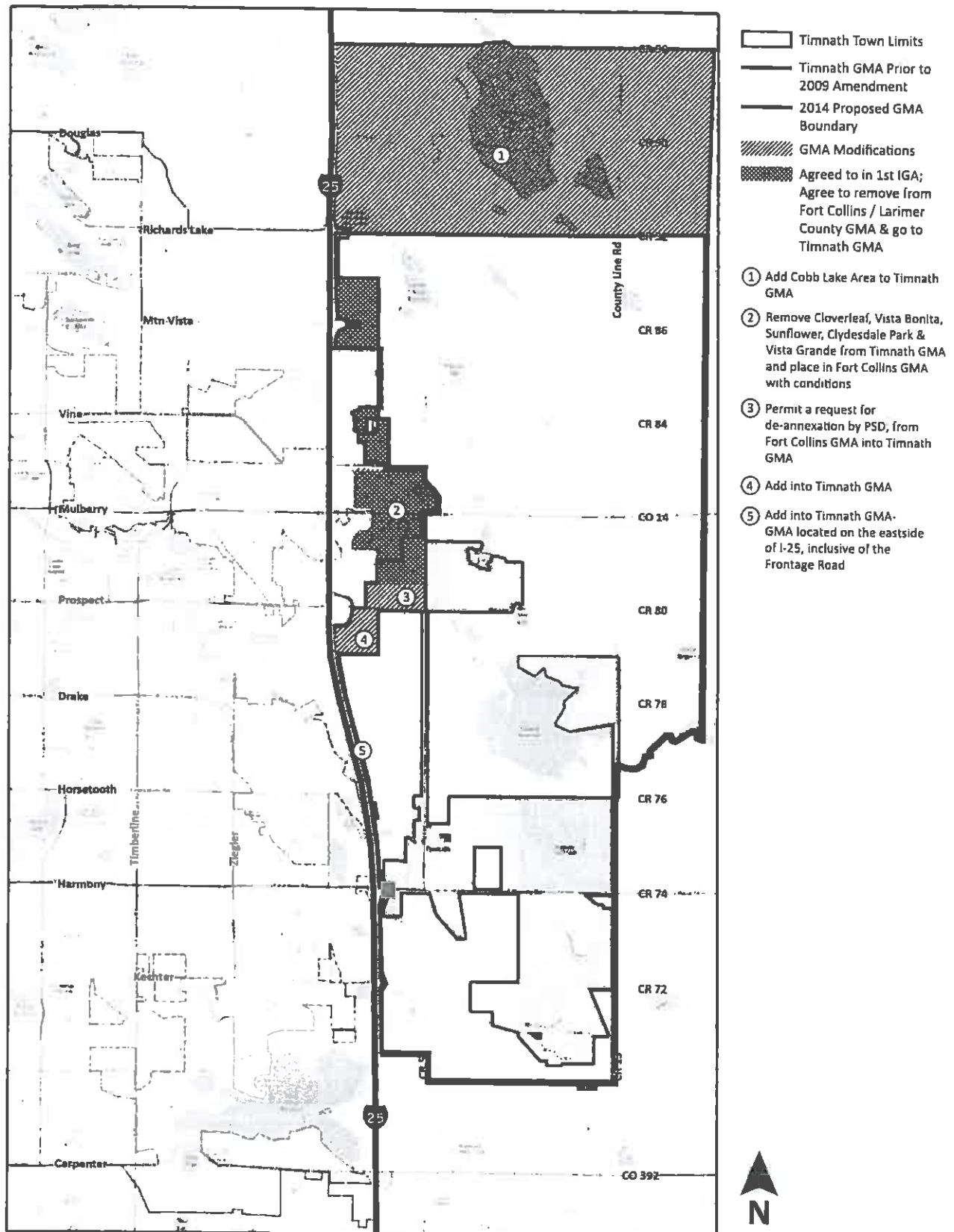
TOGETHER WITH ANY PART OF THE RIGHT OF WAY OF COUNTY ROAD 5 AND COUNTY ROAD 44 (PROSPECT ROAD) WHICH HAS BEEN ANNEXED TO THE CITY OF FORT COLLINS AND WHICH LIES WITHIN THE SOUTHWEST QUARTER OF SAID SECTION 14, THE NORTHEAST QUARTER AND THE EAST 635.26 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 22, AND THE NORTHWEST QUARTER OF SAID SECTION 23.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIED, COLORADO P.L. No. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522

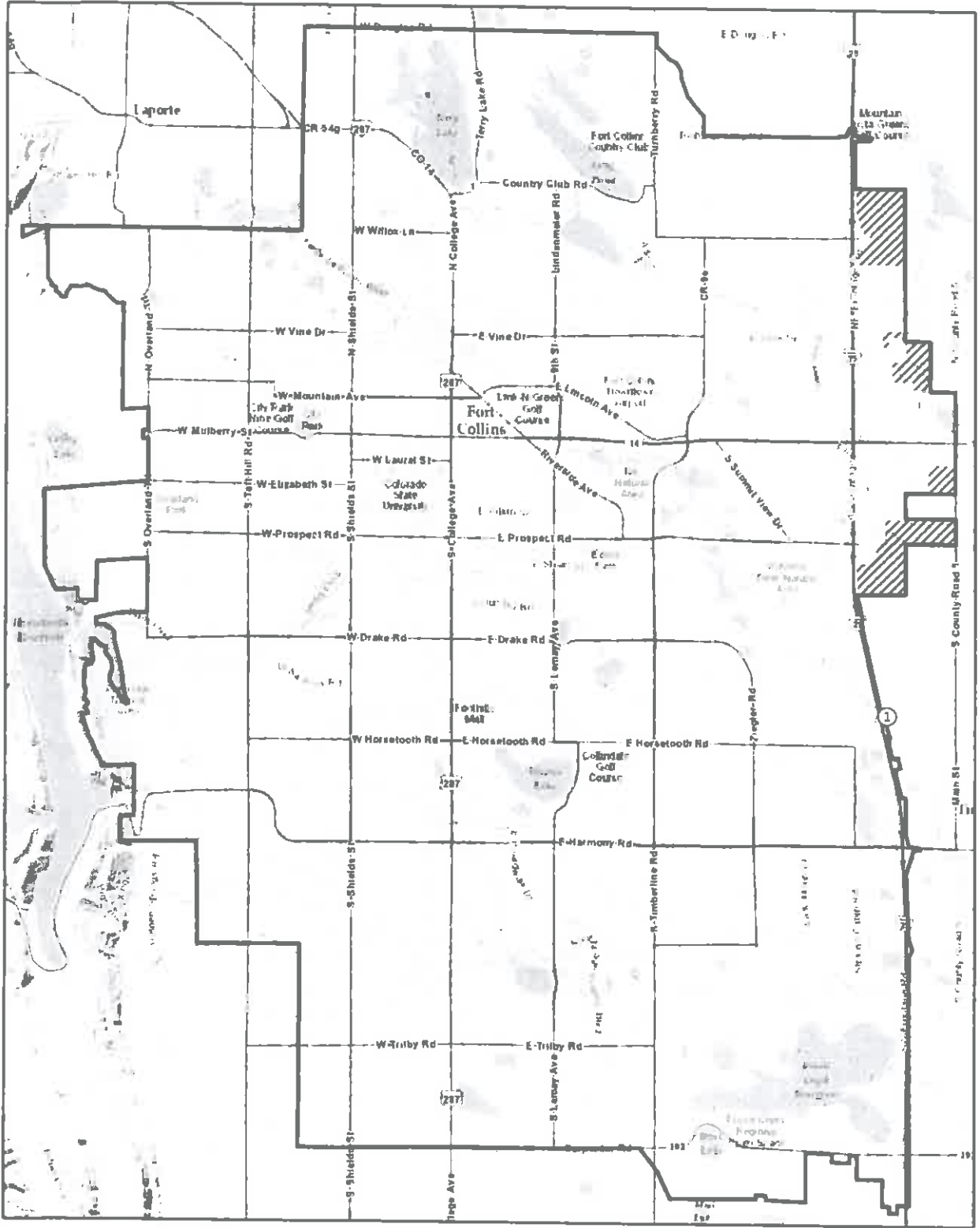






Fort Collins / Timnath GMA Boundaries 2014



16

Fort Collins / Larimer County GMA Proposed Removal of Lands from GMA



-  Fort Collins / Larimer County Intergovernmental Agreement Growth Management Area Boundary
-  Areas to be Removed from Fort Collins / Larimer County Growth Management Area
-  +
-  ① Areas east of I-25 & south of Prospect Road (hatching not depicted)

