1. CALL TO ORDER AND ROLL CALL
   Mayor                  Jill Grossman-Belisle
   Mayor Pro Tem         Bryan Voronin
   Councilmember         Bill Neal
   Councilmember         Aaron Pearson
   Councilmember         Paul Steinway

2. AMENDMENTS TO THE AGENDA Note: The Council may add to this agenda, any item for discussion or action.

3. PUBLIC COMMENT: Note: It is requested that public comments be limited to three minutes. When several people wish to speak with the same position on a given item, they are requested to select a spokesperson to state their position.

4. CONSENT AGENDA
   a. Approval of the June 28, 2016, Town Council Meeting Minutes
   b. Approval of the Check Register
   c. RESOLUTION NO. 64, SERIES 2016, A Resolution Ratifying the Amendments to the Reservoir Policy
   d. RESOLUTION NO. 65, SERIES 2016, A Resolution Ratifying the Approval of the Coordination of the November 8, 2016, Town of Timnath Election with Larimer County
   e. APEX Paving Payment

5. REPORTS
   a. Mayor and Council
   b. Manager

6. ORDER OF BUSINESS:
   a. RESOLUTION NO. 66, SERIES 2016, A Resolution Approving the West Village Subdivision Phase 2 – Village Homes (Block 3: Lots 1-26, Block 4: Lots 1-2, 5-29) Amended Block Diversity Plan
      Presented by Matt Blakely, Contracted Town Planner
   b. RESOLUTION NO. 67, SERIES 2016, A Resolution Approving the West Village Subdivision Phase 3 – Village Homes (Block 1: Lots 1-44, Block 2: Lots 1-23, Block 4: Lots 2: 3&4) Amended Block Diversity Plan
      Presented by Matt Blakely, Contracted Town Planner
   c. DISCUSSION: Fisher Annexation
      Presented by Matt Blakely, Contracted Town Planner
   d. DISCUSSION: Naming of a Town Park
      Presented by Brian Williamson, Contracted Town Planner
e. **DISCUSSION:** Harmony Road Update
   Presented by Don Taranto, Contracted Town Engineer

f. **EXECUTIVE SESSION:** “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”
   Presented by Robert Rogers, Contracted Town Attorney

7. **ADJOURNMENT**
Town of Timnath
Regular Meeting Minutes
Tuesday, July 12, 2016
IMMEDIATELY FOLLOWING THE LIQUOR BOARD MEETING AT 6:00 p.m.
Meeting was held at Timnath Administration Building,
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL:
Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, July 12, 2016, at 6:08 p.m.

Present:
   a. Mayor Jill Grossman-Belisle
   b. Mayor Pro Tem Bryan Voronin
   c. Councilmember Bill Neal
   d. Councilmember Aaron Pearson
   e. Councilmember Paul Steinway

Absent:

Also Present:
   a. April Getchius, Town Manager
   b. Robert Rogers, Contracted Town Attorney
   c. Milissa Peters, Town Clerk
   d. Don Taranto, Contracted Town Engineer
   e. Matt Blakely, Contracted Town Planner
   f. Brian Williamson, Contracted Town Planner
   g. Christine Harwell, Contracted Finance Director
   h. Eric Barnes, Auditor
   i. Don Nohavec
   j. Phil Goldstien

2. AMENDMENTS TO THE AGENDA:
   a. Item 6f was removed and replaced with Discussion/Possible Action regarding the Reservoir.

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

4. CONSENT AGENDA:
   a. Approval of the June 28, 2016, Town Council Meeting Minutes
   b. Approval of the Check Register
c. RESOLUTION NO. 58, SERIES 2016, A Resolution Ratifying Town Actions Taken in Connection with the Town Manager’s Employment Evaluation and Continued Employment

d. Connell Resources Payment

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

5. REPORTS:
   a. Mayor/Council
      i. 4th of July celebration success
      ii. The July 26th Town Council meeting was cancelled

6. ORDER OF BUSINESS:
   a. RESOLUTION NO. 59, SERIES 2016, A Resolution Appointing Alternate Planning Commissioner Don Nohavec
      Staff Comments:
      • Mr. Blakely spoke to Council about the proposed resolution.
      Councilmember Pearson moved to approve RESOLUTION NO. 59, SERIES 2016, A Resolution Appointing Alternate Planning Commissioner Don Nohavec. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

   b. RESOLUTION NO. 60, SERIES 2016, A Resolution Accepting the 2015 Audit Performed by Wagner Barnes & Griggs, PC
      Staff Comments:
      • Ms. Harwell spoke to Council about the proposed resolution.
      • Mr. Barnes presented the 2015 Audit to Council.
      Councilmember Pearson moved to approve RESOLUTION NO. 60, SERIES 2016, A Resolution Accepting the 2015 Audit Performed by Wagner Barnes & Griggs, PC. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

   c. RESOLUTION NO. 61, SERIES 2016, A Resolution Approving an Emergency Operations Plan
      Staff Comments:
      • Ms. Getchius spoke to Council about the proposed resolution.
      Councilmember Neal moved to approve RESOLUTION NO. 61, SERIES 2016, A Resolution Approving an Emergency Operations Plan. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

   d. RESOLUTION NO. 62, SERIES 2016, A Resolution Approving A Government Continuity Plan
      Staff Comments:
      • Ms. Getchius spoke to Council about the proposed resolution.

e. RESOLUTION NO. 63, SERIES 2016, A Resolution Approving the Brunner Farms Block Diversity Plan Amendment

Staff Comments:
- Mr. Blakely spoke to Council about the proposed resolution.

Councilmember Pearson moved to approve RESOLUTION NO. 63, SERIES 2016, A Resolution Approving the Brunner Farms Block Diversity Plan Amendment. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

f. REMOVED AND REPLACED WITH NEW ITEM 6f. BELOW - EXECUTIVE SESSION: “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”

f. DISCUSSION/POSSIBLE ACTION: Reservoir Policy

Council Discussion:
- Ms. Getchius spoke to Council about proposed changes to the reservoir policy as follows:
  o Add day use pass for motorized for $50.00 with resident application
  o Add day use pass for non-motorized for $10.00 with resident application
  o Define trolling motors
  o Remove the limit of non-motorized permits per household
  o Sunset at the end of 2017

Councilmember Neal moved to approve the discussed amendments to the reservoir policy. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 6:33 p.m.
Town Council approved the July 12, 2016, Town Council Meeting Minutes on July 26, 2016.

TOWN OF TIMNATH

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Jill Grossman-Belisle, Mayor

ATTEST:

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Town Clerk
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**LARIMER HUMANE SOCIETY**

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**Lisa R Crocker**

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**Mantooth Marketing Company**

**INV-1356**

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| Total INV-1356: |                      |             | 19,554.35 |

**PARK PREBILL**

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**MARCH, OLIVE & PHARRIS, LLC**

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**Maxey Compaines, Inc**

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**MILISSA PETERS**

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## Town of Timnath Payment Approval Report - check register


Aug 03, 2016 12:19PM

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**TST, INC CONSULTING ENGINEERS**
### Town of Timnath Payment Approval Report – check register

**Report dates:** 6/1/2016-8/31/2016  
**Aug 03, 2016 12:19PM**

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<th>Vendor Code</th>
<th>Vendor Name</th>
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<td>July 2016 Timnath South Regiona</td>
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**Total JULY 2016:** 130,893.72

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|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Village Homes | 07/31/2016 | 660.00 |
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|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Timnath Landings | 07/31/2016 | 980.00 |
|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Les Schwab | 07/31/2016 | 82.50 |
|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Timnath South | 07/31/2016 | 165.00 |
|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Timnath Ranch | 07/31/2016 | 495.00 |
|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Poudre Fire | 07/31/2016 | 82.50 |
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|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Pedicatric Care | 07/31/2016 | 165.00 |
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|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Harrison Office | 07/31/2016 | 82.50 |
|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 5000 Goodman | 07/31/2016 | 165.00 |
|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 General | 07/31/2016 | 907.50 |
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|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Timnath Ranch | 07/31/2016 | 36.25 |
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|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 Harrison Office | 07/31/2016 | 921.25 |
|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 5000 Goodman | 07/31/2016 | .00 |
|               | 406 TST, INC CONSULTING ENGINE | REM-JULY 2016 | REM-July 2016 General | 07/31/2016 | 1,126.25 |

**Total REM-JULY 2016:** 18,638.20
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Dated: ______________________________________________________

Mayor: ______________________________________________________

City Council: ______________________________________________________

City Recorder: ______________________________________________________
## TIMNATH COUNCIL COMMUNICATION

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<th>Meeting Date: August 9, 2016</th>
<th>Item: A Resolution Ratifying the Amendments to a Timnath Town Policy Regarding Timnath Reservoir</th>
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Presented by: April D. Getchius, AICP Town Manager

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### EXECUTIVE SUMMARY:
Staff has prepared the attached policy document with changes that include clarification on day use permit fees, trolling motors and removal of speed limit on non-motorized boats.

### STAFF RECOMMENDATION:
Staff recommends approval of this resolution.

### KEY POINTS/SUPPORTING INFORMATION:
The Town Council requested greater access to the reservoir and as a result staff drafted the attached amendments.

- The attached policy includes the following changes:
  - Adding day use for motorized and non-motorized boats
  - Definition of trolling motor
  - Clarification of speed limit for motorized boats only
  - Eliminate the restriction of one non-motorized permit per household

### ADVANTAGES:
The change in policy cleans up and clarifies the policy as needed.

### DISADVANTAGES:
None

### FINANCIAL IMPACT:
None

### RECOMMENDED MOTION:
I move approval of Resolution No.64, Series 2016 entitled “A Resolution Ratifying the Amendments to a Timnath Town Policy Regarding Timnath Reservoir.”

### ATTACHMENTS:
1. Resolution
2. Reservoir Policy
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 64, SERIES 2016

A RESOLUTION APPROVING AMENDMENTS TO A TIMNATH TOWN POLICY REGARDING TIMNATH RESERVOIR

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

WHEREAS, pursuant to that power, the Town Council finds it necessary to adopt policies; and

WHEREAS, the Town Council has determined that the attached policy regarding the use of Timnath Reservoir is critical to the proper management of the Town’s affairs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval
The Town Council here approves the attached policy and directs the Town Manager to place them into effect immediately.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON AUGUST 9, 2016.

TOWN OF TIMNATH, COLORADO

_________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A
Timnath Reservoir Policy
INTENT
The Town leases Timnath Reservoir for the enjoyment of Timnath residents. The purpose of this policy is to outline the rules for Timnath Reservoir’s use.

POLICY
I. For Timnath Residents – At this time, Timnath Reservoir will be restricted to the use and enjoyment for Timnath Residents and their guests.

II. Shore Use – Shore use is defined as activities such as swimming from the designated beach area as it is developed, fishing from the shore or piers, picnicking and general recreation on the shore and adjacent Reservoir property. Any interpretation regarding what constitutes appropriate Shore Use shall be at the discretion of the Town Manager.

III. Surface Water Use - Surface Water Use shall include motorized watercraft, non-motorized watercraft (trolling motors, as defined as 10 Hp motor less, shall be considered non-motorized watercraft for the purposes of this policy), fishing from a boat, water skiing, swimming from a boat. Surface Water Use does not include jet skis or inboard hydroplanes. Any interpretation regarding what constitutes appropriate Surface Water Use shall be at the discretion of the Town Manager.

IV. Boating Regulations
a. Permits
i. Annual permits are available for any non-motorized (including trolling motored fishing boats, as defined as 10 Hp motor less) and motorized boats that require State of Colorado registration online or at Timnath
A Town of Timnath boating permit is required to launch any boat and must be affixed to the right side of the boat. Permits are non-transferable and non-refundable. Non-resident family members of the permit holder may use the permit holder’s boat but the permit holder is accountable for the actions of the boat driver.

1. The Town will issue one hundred (100) non-motorized and fifty (50) motorized boat permits per year on a first come first serve basis. Non-motorized permits will be $25 and motorized will be $250 per year. Limit one motorized permit per household.

2. Sale of permits will commence in the first week of January or upon adoption of this policy.

3. Permit fees are for one year period ending December 31 of each year, regardless of when the permit is purchased. There will be no pro-rata discount for partial year permit purchases.

4. All permit holders must be Timnath residents.

ii. Day use permits are available for any non-motorized (including trolling motored fishing boats, as defined as 10 Hp motor or less) and motorized boats that require State of Colorado registration online or at Timnath Administration Building 4800 Goodman Street, Timnath, CO 80457. A Town of Timnath boating permit is required to launch any boat and must be available on the boat. Permits are non-transferable and non-refundable. Non-resident family members of the permit holder (permit holder must be a Timnath resident) may use the reservoir but the permit holder is accountable for the actions of the boat driver. Nonresident family members must be declared at the time of permit application.

1. Non-motorized permits will be $10 per day and motorized will be $50 per day.

2. Sale of permits will commence upon adoption of this policy.

3. All day use permits must be applied for by Timnath residents and must be present on the boat or with the non-motorized boat(s).

iii. Late Season Pass. After Labor Day, season passes will be made available at a reduced rate of $50 for motorized boats and $20 for non-motorized boats. Late Season Passes are valid through December 31.

iv. Permit Requirements. The following items must be presented when purchasing a permit.

1. Signed Timnath Reservoir Boating Permit Application (available online and attached to this policy).

2. Signed Timnath Reservoir Permit Agreement and Waiver (available online and attached to this policy).

4. Driver’s license (the number must be recorded on the permit application).
5. Current boat registration must be in Resident’s name, except in cases of a day use permit, but a Timnath resident must be the permit holder in all cases.
6. Proof of insurance for motorized boats that include liability insurance in the minimum amount of $300,000 per accident and $100,000 per individual, including bodily damage. Binders, application, or receipts are not acceptable. A copy of the insurance certificate will be kept on file.

b. General Regulations
   i. No alcohol may be consumed on premises or on boats.
   ii. Visitors must not enter any private or restricted areas.
   iii. Motorized boat operations are limited to Thursday through Saturday and the first and third Sunday of the Month from 7:00 a.m. to 7:30 p.m. or sunset, whichever is earliest. No boating, however, is allowed before dawn or after sunset. Motorized boating is allowed on Mondays that are designated national holidays.
   iv. Shore access is allowed 6:00 a.m. to sunset.
   v. No littering.
   vi. Dogs on leashes are permitted. Owners must clean up dog waste.
   vii. No all terrain vehicles are permitted.
   viii. Playing on or entering irrigation ditches or mechanical buildings is prohibited.
   ix. No motor vehicles are permitted outside of the designated parking area.
   x. No camping or overnight parking is allowed, but recreational vehicles as defined in Town Code are allowed for day use only.
   xi. No fires unless otherwise permitted by the Town.
   xii. The Town reserves the right to alter these rules if there are problems, repeat violations or other issues. The Town reserves the right to ban individuals or groups or revoke privileges for the Reservoir Property for inappropriate behavior, unsafe boating, or prohibited activities.
   xiii. The Town reserves the right to alter hours of operation or other regulations for special events or other reasons.

c. General Boating Regulations
   i. All crafts requiring a permit must have:
      1. Coast Guard approved lifejackets for every person onboard.
      2. A paddling device and at least one buoyant cushion or life ring.
      3. An efficient whistle or other mechanical sound producing device.
      4. At least one two pound (or higher) “B-1” extinguisher.
   ii. Boats may not exceed one motor or 24 feet in length. The speed limit for motorized boats is 40 mph.
   iii. All motorized boats must remain outside designated markers/buoys and 200 feet from shoreline with homes unless docking.
iv. No motorized boat shall launch from any point other than the boat dock.

v. Trailer parking is limited to the parking lot only.

vi. While a boat is moving, passengers must be seated and off gunwales and bows.

vii. No person under sixteen years of age shall operate a motorboat in this state unless they hold and have in their possession a boating safety certificate approved by the Colorado Division of Parks and Outdoor Recreation. An inspection of your boat by any Colorado Division of Parks and Recreation staff member or police officer or sheriff deputy may be conducted at any time during the boating season.

viii. Low water levels should be checked before launching vessels.

ix. Due to water level fluctuations, please watch for debris. The Town is not responsible for damages associated with low water use.

x. When lightening is at a thirty (30) second count distance away, the reservoir will be closed. It is strongly recommended that you find shelter in your car. Thirty minutes after the last audible thunder the reservoir will reopen.

xi. All boat travel will be in a counterclockwise rotation.

xii. The reservoir is used for recreation purposes and agricultural irrigation supply. As in any natural body of water, microorganisms are present which may cause illness if ingested.

xiii. No private docks are allowed on the reservoir. No overnight storage on the reservoir property is allowed without the explicit consent of the Town Council.

xiv. There is a limit of ten (10) motorized boats on the reservoir at any one time.

xv. No motorized boats shall operate without mufflers or with through hull exhaust.

xvi. No loud speakers shall be used on the boat to communicate with water sport participants.

d. Water Sports on Motorized Boats

i. All water sports will abide by appropriate State of Colorado boating statutes and regulations.

ii. Boats towing water sport participants have right of way over other boats.

iii. Boats towing water sport participants must have a driver and an observer in the boat at all times. The observer must be at least 12 years of age and capable of handing the tow rope, flag and relaying water sport participant’s signals to the driver.

iv. The observer must clearly display an orange or red flag at least 12 inches square when a skier/wake boarder is down. If a water sport participant falls, they should immediate give the “okay” hand signal.

v. Water sports participants will respect non-motorized boats and will stay a safe distance from other boaters.

vi. Boats will travel at “wakeless” speeds in and out of loading areas.
vii. Participants must wear a lifejacket or a barefoot suit with a built-in floatation device.

viii. Tow ropes will be no longer than 100 feet.
Timnath Reservoir Boating Permit

Today's Date: _________________

Name of Boat Owner: ___________________________________________________________________

Mailing Address: _______________________________________________________________________

Phone Number: ________________________________________________________________________

Type of boat: Motorized: ___________________________________________________________________

Non-Motorized: _______________________________________________________________________

Driver's License #/State: ___________________________________________________________________

Motorboats Only: Please list any person(s) residing at the address listed above, that may legally operate the boat. At least one person listed on this permit must be, present with the boat when on Timnath Reservoir.

___________________  __________________  ___________________

___________________  __________________  ___________________

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FOR MOTORIZED/NON-MOTORIZED with ENGINE and SAILBOATS:

Copy of insurance: _____________________       Colorado’-License (CL) #: _____________________

Horsepower: _____________________       On File (staff initial): _____________________

FEES FOR EARLY SEASON PERMITS:       FEES FOR LATE SEASON PERMITS:

January 1-August 31       September 1-December 31
Motorized Boats (annual): $250       Motorized Boats (annual): $50

FEES FOR DAY USE PERMITS:
Non-Motorized (day use): $10
Motorized Boats (day use): $50

FOR TOWN OF TIMNATH ADMINISTRATION USE ONLY

Payment Type: _____________________       Driver’s License/ID#: _____________________
Amount Received: _____________________       Payment Received By: _____________________

Motorized Requirements (Complete Checklist):

_____ Timnath Reservoir Boating Permit Application
_____ Timnath Reservoir Permit Agreement and Waiver
_____ Proof of Residency in Timnath
_____ Driver's License (the number must be recorded on the permit application)
_____ Current Boat Registration (motorized and sailboats only)
Proof of Insurance (motorized only)
Timnath Reservoir Permit Agreement and Waiver

I/we hereby agree to obey the rules and regulations of the Town of Timnath and the State of Colorado applicable to boating and the use of Timnath Reservoir. A copy of these rules and regulations is made part hereof, of reference thereto with the same force and effect set forth herein, in every particular.

I/we agree to indemnify, defend, hold harmless the Town of Timnath, its officers, agents and employees from all claims and demands of every kind of nature for injury or damage, either to myself, my guests, or made by a third party, arising from injury to the undersigned, or damage to my property or the property of others, arising out of or in connection with the use and operation of my boat or boats on Timnath Reservoir.

The undersigned verifies that, as of the date of this application, they have, in full force and effect, through an insurance company licensed to do business in the State of Colorado, third party liability and property damage insurance upon the boat for which application is being made, in coverage amount of no less than $100,000 individually and $300,000 per accident. The undersigned agrees to supply verification of said insurance to the Town.

In applying for this boating permit, I understand that:

- I have received and read a copy of the Boat Rules & Regulations.
- The permit allows me to operate my boat on the Lake until December 31, of the current year.
- The Town of Timnath is not responsible for the safekeeping of my boat or other property at the Lake, or for damage to the boat or property by reason of debris, fire, flood, storm, wind, water, theft, vandalism, or otherwise.
- It is my responsibility, and not the Town of Timnath's, to take changes in water level into account when operating my boat on the Reservoir, launching or retrieving it from the Reservoir.
- The Town will not refund permit fees under any circumstance.
- The Town or a Timnath Police Officer may limit or revoke a permit for violation of any rule of conduct, policy, or county/town ordinance. If a permit is revoked at any time due to a violation, that boat, its owner and family members will not be allowed to purchase another permit until the subsequent boating season.

Signature of Owner ___________________________ Date ___________________________

Witness ___________________________ Date ___________________________
**EXECUTIVE SUMMARY:** This Resolution would approve the Town to conduct the November 8, 2016 election in coordination with the Larimer County Clerk and Recorder. Colorado statutes require the county clerk and recorder to conduct coordinated elections if more than one political subdivision holds an election on the same day in November. The exact language of the proposed ballot questions relating to a sales tax, a use tax, and related potential ballot questions will be determined by the Town Attorney and submitted to the Timnath Town Council in a future resolution.

**STAFF RECOMMENDATION:** Staff recommends approval of this resolution.

**KEY POINTS/SUPPORTING INFORMATION:**
The Town agrees to:
- To hold a coordinated election on November 8, 2016
- To participate in a coordinated election with the Larimer County Clerk and Recorder
- To enter into an Intergovernmental Agreement with the Larimer County Clerk and Recorder to manifest the coordinated election

**ADVANTAGES:** The Resolution authorizes the Town Clerk to begin the process of coordinating the November 8, 2016 election with the Larimer County Clerk and Recorder as required by statute.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** Costs associated with conducting the coordinated election include a minimum fee for election services from Larimer County of $650, a minimum fee for TABOR services of $350, and the cost of staff and consultant’s time. The Town’s proportional share of the total election costs is based on the number of eligible electors in the Town compared to the total number of eligible electors in Larimer County.

**RECOMMENDED MOTION:** I move approval of Resolution No. 65, Series 2016 Approving the Coordination of the November 8, 2016 Election.

**ATTACHMENT:**
1. Resolution
2. Intergovernmental Agreement re Election Coordination with Larimer County
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 C.R.S. § 31-15-103, the Town has the power to pass resolutions; and

WHEREAS, the members of the Town Council (the “Council”) have been duly elected and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, known as the Tax Payer’s Bill of Rights (“TABOR”), requires voter approval for any new tax, any tax rate increase, the creation of any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, and for spending certain moneys above limits established by TABOR; and

WHEREAS, TABOR requires the Town to submit ballot issues (as defined in TABOR) to the Town’s electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, the Town intends to participate in the statewide election to be held on November 8, 2016 (the “Election”), and pursuant to § 1-7-116(1)(a), C.R.S., to coordinate the Election with the Larimer County Clerk and Recorder; and

WHEREAS, pursuant to § 1-7-116(5) the Town must take formal action to participate in an election that will be coordinated by the county clerk and recorder and shall notify the county clerk and recorder in writing not less than one hundred days prior to the election; and

WHEREAS, the Larimer County Clerk and Recorder will require the Town enter into an intergovernmental agreement to manifest the coordinated Election (the “Intergovernmental Agreement”); and

WHEREAS, this Resolution shall authorize the Town to notify the Larimer County Clerk and Recorder of the intent to participate in a coordinated Election on November 8, 2016 and to enter into the Intergovernmental Agreement; and

WHEREAS, the Council is familiar with the proposed Election and associated actions, and finds them to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:
**Section 1. Designated Election Official.**
The Town Clerk is hereby appointed as the Designated Election Official for the Town for the purposes of performing acts required or permitted by law in connection with the Election. November elections must be county-coordinated under § 1-7-116, C.R.S., which requires the county clerk and recorder to coordinate elections when more than one overlapping political subdivision holds an election on the same day in November. See also, § 1-1-104(6.5), C.R.S. Colorado State elections overlap on November 8, 2016, therefore pursuant to § 1-7-116, C.R.S., the Town Clerk will coordinate the November 8, 2016 election with the Larimer County Clerk and Recorder.

**Section 2. Notice of Intent to Coordinate Election.**
The Town Attorney has provided written notice to the Larimer County Clerk and Recorder of the Town’s intent to coordinate the November 8, 2016 election.

**Section 3. Intergovernmental Agreement.**
The Town will participate in the Election in accordance with the terms and conditions of the Intergovernmental Agreement. The Town Clerk is hereby authorized to enter into and execute the Intergovernmental Agreement with Larimer County for conduct of the Election, pursuant to § 1-7-116(2) C.R.S. The Intergovernmental Agreement is hereby approved in substantially the form attached hereto as Exhibit A.

**Section 4. Conduct of Election.**
The Council hereby directs the Town Clerk to oversee the general conduct of the Election and authorizes the Town Clerk as the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Town Council in conducting the Election, including, but not limited to the following: appointment, training and setting compensation of election judges and a board of canvassers, as necessary; all required notices of election, including notices required pursuant to TABOR; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.

**Section 5. Ratification.**
All actions heretofore taken (consistent with the provisions of this Resolution) by or on behalf of the Town, the Town Attorney, and the officers thereof directed toward the November 8, 2016 election, and the objects and purposes herein stated are hereby ratified, approved and confirmed.

**Section 6. Severability.**
If any section, subsection, paragraph, clause, or provision of this Resolution shall for any reason by held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall in no manner affect any remaining provisions of this Resolution, the intent being that the same are severable.

**Section 7. Inconsistency.**
All orders, resolutions, ordinances, or regulations of the Town, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency.
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON AUGUST 9, 2016.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
July 25, 2016

Milissa Peters, Town Clerk
Town of Timnath
4800 Goodman Street
Timnath CO 80527

Dear Ms. Peters:

Enclosed you will find two copies of the Intergovernmental Agreement (IGA) for the November 8, 2016 General Election. Please sign both copies as Entity for the Town of Timnath and return both copies to the Elections Department, Attention: Yolanda Medina, P.O. Box 1547, Fort Collins, CO 80522.

Please complete the Larimer County Ballot Preparation sheet for the Candidate Races and/or Questions & Issues as appropriate to the anticipated ballot content and return to our office as soon as possible.

The General Election ballot is once again expected to be of considerable length, therefore, we are requesting that each question be limited to 250 words or less as stated in the IGA.

We would greatly appreciate a “draft” copy of your candidate(s) and/or questions(s)/issue(s) as soon as possible. Please provide the draft in hard copy and on CD in the format specified in the IGA. Mark it as a draft copy.

Please note that Exhibit A in the IGA is an ESTIMATE of billing and may not reflect the entities participating in the 2016 General Election.

We must receive your final certification of ballot content by 5:00 p.m. on September 9, 2016 pursuant to C.R.S. §1-5-203(3)(a).

If you have any questions or concerns, please contact Doreen Bellify, Elections Manager at (970) 498-7941, at your convenience.

We look forward to working with you and completing a successful election year in Larimer County.

Sincerely,

ANGELA MYERS
CLERK & RECORDER

Doreen Bellify
Elections Manager

Enclosures
INTERGOVERNMENTAL AGREEMENT FOR GENERAL ELECTION

This Intergovernmental Agreement ("Agreement") is entered into by and between the Larimer County Clerk and Recorder ("County Clerk") and Town of Timnath ("Entity"). Agreement is made effective upon the signature of Entity and County Clerk.

Amendments or strikethroughs to Agreement are not allowed without consent of County Clerk.

Pursuant to C.R.S. §1-7-116(2), an agreement concerning the preparation, conduct and actual cost of an Election is required. Agreement shall be signed no later than August 30, 2016.

WITNESSETH

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, County Clerk and Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the General Election to be held on November 8, 2016, ("Election"); and

WHEREAS, County Clerk and Entity are authorized to conduct elections as provided by law; and

WHEREAS, County Clerk will conduct Election as a "Mail Ballot Election," as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules"); and

WHEREAS, Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and shall participate in Election.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, County Clerk and Entity agree as follows:

ARTICLE I
PURPOSE AND GENERAL MATTERS

A. Goal.

The purpose of Agreement is to set forth the respective tasks in order to conduct Election and to allocate the cost thereof.

B. Coordinated Election Official.

County Clerk shall act as the "Coordinated Election Official" ("CEO") in accordance with Code and Rules and shall conduct Election for Entity.

County Clerk designates Doreen Belfy, whose telephone number is 970.498.7941, to act as the primary liaison ("Contact Officer") between County Clerk and Entity. Contact Officer shall act under the authority of County Clerk and shall have primary responsibility for the coordination of Election with Entity.
C. Designated Election Official.

Entity designates ______________________ as its “Designated Election Official” ("DEO"), whose phone is ______________________, cell is ______________________, email is ______________________ and fax is ______________________, to act as the primary liaison between Entity and Contact Officer. DEO shall have primary responsibility for Election procedures to be handled by Entity. DEO shall act in accordance with Code and Rules. DEO shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of Entity. In addition, DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in Entity’s election.

D. Jurisdictional Limitation.

Entity encompasses territory within Larimer County, Colorado. Agreement shall be construed to apply only to that area of Entity situated within Larimer County.

E. Term.

The term of Agreement shall be through December 31, 2016, and shall apply only to Election.

ARTICLE II
DUTIES OF COUNTY CLERK

A. Voter Registration.

Supervise, administer and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

1. Lay out the text of the ballot in a format that complies with Code and Rules. To avoid ballot space issues, the County Clerk requests each ballot question and ballot issue be not more than 250 words.

2. County Clerk will assign the letter and/or number of Entity’s ballot question(s) or ballot issue(s) which will appear on the ballot, and provide this assignment to Entity.

Sign on the line provided below to indicate acknowledgement.

________________________________________
Signature

3. Provide ballot printing layouts and text for Entity’s review and signature. If Entity fails to provide approval by the required deadline, the content is to be considered approved.

4. Certify the ballot content to the printer(s).

5. Contract for ballots.

C. Voter Lists.

Upon request of Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in Entity.
D. Property Owners.
(Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in the election.)

1. Mail affidavits to all property owners within Entity as stipulated in the “Duties of Entity”, Article III, Section G.

2. Provide mail ballot packets to all eligible property owners who are registered to vote at the eligible property address.

3. Provide mail ballot packets to all eligible property owners who do not reside on the property but are registered electors of the State of Colorado and who have returned completed and signed affidavits.

E. Election Judges.

Appoint and compensate a sufficient number of election judges to conduct Election.

F. Mail Ballot.

1. Provide that mail ballot packets be mailed to every active registered elector and that Election be conducted in accordance with C.R.S. Title 1, Article 7.5.

2. Establish drop-off locations in accordance with C.R.S. §1-5-102.9(4) for the purposes of allowing electors to drop-off their completed mail ballots.

G. Voter Service and Polling Center (“VSPC”) sites.

1. Establish VSPCs in accordance with C.R.S. §1-5-102.9, coordinate the location and operation of the VSPC sites and conduct all accessibility site surveys.

2. Obtain and provide all ballots, forms, equipment and supplies necessary for mail and accessible voting.

3. Obtain and provide all ballots, forms, equipment and supplies necessary to verify and issue ballots to property owners who are registered to vote in the State of Colorado but who do not reside in Entity. (Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in the election.)

4. Provide all necessary Election personnel to conduct Election.

H. Voting Jurisdiction.

Pursuant to C.R.S. §1-5-303 and subject to Entity providing the information referenced in Article III(C)(1), County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database (“Address Library Report”) no later than July 29, 2016, which will list the street addresses located in both Entity and Larimer County according to the statewide voter registration system. In order to create Address Library Report, County Clerk must first receive from Entity the information referenced in Article III(C)(1).
I. Election Day Preparation.

1. Provide, no later than twenty days before Election, notice by publication of a mail ballot election in accordance with C.R.S. §1-7.5-107(2.5). Such notice shall satisfy the publication requirement for all entities participating in the election pursuant to C.R.S. §1-5-205(1.4).

2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.

3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.

4. Prepare and conduct post-election audit of voting equipment and vote-counting equipment in accordance with C.R.S. §1-7-509 and Rules.

J. TABOR Notice.

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within Entity not less than thirty days prior to Election in compliance with Article X, Section 20 of the Colorado Constitution and any applicable Code and Rules.

2. Entity will be responsible for mailing the TABOR notice to each address of one or more active registered electors who own property but who do not reside within Entity.

3. Charge Entity for all expenses associated with printing, labeling and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of Entity reside.

4. County Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to “All Registered Voters” at each address in Larimer County where one or more active registered voters of Entity reside.

5. Nothing herein shall preclude County Clerk from sending the TABOR Notice of Entity to persons in addition to the electors of Entity, if such sending arises from County Clerk’s efforts to mail the TABOR Notice at the least cost.

K. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results by entity.

2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

L. Certifying Results.

1. Appoint, instruct and oversee the Board of Canvassers.

2. Certify the results of Entity’s Election within the time required by law and provide Entity with a copy of all Election statements and certificates required under Code and Rule.

3. If a recount is called for, conduct a recount in accordance with Code and Rule.
M. Recordkeeping.

1. Pursuant to C.R.S. §1-7-802, retain all Election records as required.

2. Keep an accurate account of all Election costs.

N. No Expansion of Duties.

Nothing contained in Agreement is intended to expand the duties of County Clerk beyond those set forth in Code or Rules.

ARTICLE III
DUTIES OF ENTITY

A. Authority.

Provide County Clerk with a copy of the ordinance or resolution stating that Entity will participate in Election in accordance with the terms and conditions of Agreement. The ordinance or resolution shall further authorize the presiding officer of Entity or other designated person to execute Agreement.

B. Call and Notice.

1. Publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity’s Charter and any other statute, rule or regulation.

2. Entity will be responsible for mailing the TABOR notice to each address of one or more active registered electors who own property but who do not reside within Entity in accordance with C.R.S. §1-7-906(2).

C. Voting Jurisdiction – Certifying Entity Address Boundaries.

1. If Entity is not already identified by a tax authority code in the County Assessor’s records, Entity shall:
   - Provide County Clerk with a legal description, map and listing of street addresses located within Entity in Larimer County no later than July 1, 2016, at 5:00 p.m.
     - This information shall be provided to County Clerk in Microsoft Excel and shall include “high/low” street address ranges for both “odd/even” sides of each street.
   - Certify the accuracy of such information.

2. County Clerk will deliver Address Library Report to Entity as referenced in Article II(H), along with an Address Library Report Sign-Off Form ("Sign-Off Form").

3. Entity shall review all information in Address Library Report and indicate on Sign-Off Form whether any changes are needed, or whether the report is complete and accurate.

4. It is Entity’s responsibility to ensure that the information contained in Address Library Report is an accurate representation of the streets contained within Entity’s legal boundaries.

5. If Entity requests any changes to Address Library Report on Sign-Off Form, County Clerk will make the requested changes and return the amended Address Library Report to Entity along with a second Sign-Off Form, no later than 5:00 p.m. on August 12, 2016.

6. Entity must return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 19, 2016.
D. Petitions, Preparation and Verification.

Perform all responsibilities required to certify any candidate or initiative petition to the ballot.

E. Ballot Preparation.

1. Be solely responsible for determining whether a ballot race, ballot question, or ballot issue is properly placed before the voters.

Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. To avoid space issues on the ballot, County Clerk requests each ballot question and issue be not more than 250 words.

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

Sign on the line provided below to indicate acknowledgement.

Signature

2. Pursuant to C.R.S. §1-5-203(3)(a), provide a certified copy of the ballot content (race(s), question(s) and issue(s)) to County Clerk as an email attachment to elections@co.larimer.co.us or on compact disc (650 MB or higher), at the earliest possible time and in any event no later than sixty days before Election, no later than September 9, 2016, by 5:00 p.m.

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots in the following format:

Microsoft Word
Font Type: Arial
Font Size: 8 point
Justification: Left
All Margins: 0.5 inches

3. The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by Entity shall be final.

4. Proofread and approve Entity's ballot content for printing immediately upon receipt from County Clerk. Entity shall provide an email address and designate a person to be available for proofing and approving ballot content for printing.

Due to time constraints, Entity must provide contact information for someone who is available from 8:00 a.m. to 10:00 p.m. from September 9, 2016 until September 19, 2016, or until final approval of printing of ballots has been reached. County Clerk agrees to keep all contact personnel informed of ballot printing status. Entity has designated ______________________, whose phone is ______________________, cell is ______________________, email is ______________________ and fax is ______________________.

5. Once approval has been received, County Clerk will not make any changes to the ballot content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

6. It is the responsibility of Entity to ensure that all candidates seeking election in Entity, file all necessary forms required by the Campaign Finance rules outlined at www.tracer.sos.colorado.gov.
7. It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk no later than September 9, 2016. See Exhibit B for details.

Sign on the line provided below to indicate acknowledgement.

[Signature]

8. Entity shall defend and resolve at its sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to County Clerk for inclusion in Election.

F. Election Participation.

If requested by County Clerk, provide person(s) to participate and assist in Election process. The person(s) provided by Entity must be registered to vote in Larimer County.

G. Property Owners.

(Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.)

1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site. C.R.S. §1-7-104.

2. Entity shall be responsible for obtaining its property owner list(s) from the County Assessor’s office in accordance with C.R.S. §1-5-304. Entity shall provide an initial list of eligible electors who are registered to vote in Colorado and own property within Entity to County Clerk, no later than October 3, 2016, and will provide a final list of eligible electors who are registered to vote in Colorado and own property within Entity to County Clerk, no later than October 17, 2016. The list shall be in the following format:
   Excel (.xls/.xlsx) or Text (comma separated .txt) format (Excel is preferred)
   Each property owner must be listed as a separate entry
   Trusts, LLC, Corporations and Entities may not be considered eligible electors (Consult Legal Advice if necessary)
   Separate columns with the following information:
   Owner Name
   Property Address
   Mailing Address
   Mailing City
   Mailing State
   Mailing Zip

3. All property owners contained in the list provided by Entity will be sent an affidavit that complies with Code and Rules. Each eligible elector who resides outside Entity, but is registered to vote in the State of Colorado, must complete, sign and return the affidavit to County Clerk. Once County Clerk receives and verifies the eligibility of the elector sending the affidavit, a ballot packet containing the question(s) or issue(s) certified by Entity will be mailed to the eligible elector.

Those electors that reside on the property will not be required to complete the affidavit.
H. TABOR Notice.

1. For any ballot issue(s) of Entity that require a TABOR notice, Entity is responsible for preparing the language for the TABOR notice in compliance with Article X, Section 20 of the Colorado Constitution and any pertinent Code and Rules.

2. Entity shall be solely responsible for timely providing to County Clerk a complete TABOR notice. County Clerk shall in no way be responsible for Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.

3. The process of receiving written comments relating to ballot issue(s) and summarizing such comments, as required by TABOR, is the sole responsibility of Entity.

4. Entity shall be solely responsible for the preparation, accuracy, and contents of its TABOR notice(s), if any, and shall submit such notice, including pro and con summaries and fiscal information, to County Clerk no later than 5:00 p.m. on September 27, 2016, pursuant to C.R.S. §1-7-904. Such notice shall be provided to County Clerk as an email attachment to elections@co.larimer.co.us or on compact disc (650 MB or higher) in the following format:

Microsoft Word
Font Type: Arial
Font Size: 8 point
Justification: Left
All Margins: 0.5 inches

5. The certified TABOR notice, including all text, summary of comments and fiscal information shall be final.

6. Proofread and approve Entity’s TABOR content for printing. Entity shall provide an email address and designate a person to be available for proofing and approving TABOR content for printing. Due to time constraints, Entity must provide contact information for someone who is available from 8:00 a.m. to 10:00 p.m. from September 27, 2016 until September 30, 2016, or until final approval of the TABOR has been reached. County Clerk agrees to keep all contact personnel informed of TABOR printing status. Entity has designated ____________________, whose phone is ____________________, cell is ____________________, email is ____________________, and fax is ____________________.

7. Once approval has been received, County Clerk will not make any changes to the TABOR content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

8. Pursuant to C.R.S. §1-7-906(2), Entity shall be responsible for mailing the TABOR notice to each address of one or more eligible electors who own property but who do not reside within Entity.

I. Cancellation of Election by Entity.

If Entity resolves not to participate in Election, Entity shall immediately deliver to Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that Entity may not cancel after the 25th day prior to the Election, October 14, 2016, pursuant to C.R.S. §1-5-208(2).

Entity shall reimburse County Clerk for the actual expenses incurred in preparing for Election. If cancellation occurs after the certification deadline, full election costs may be incurred. Entity shall publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules Entity’s Charter and any other statute, rule or regulation.
ARTICLE IV
COSTS

A. Election Costs.

The minimum fee for election services is $650.00.

1. Entity's proportional share of costs shall be based on County expenditures relative to Election and the number of eligible electors per Entity. Costs include, but are not limited to, supplies, printing, postage, legal notices, temporary labor, rentals, and other expenses attributable to County Clerk's administration of Election for Entity. Entity shall be charged its prorated share of Election costs for any software programs used to count voted ballots as well as pre-election and post-election maintenance and on-site technical support.

2. Entity affirms that it has sufficient funds available in its approved budget to pay its prorated Election expenses.

3. If it is determined that counting must be moved to an established backup site, Entity shall be charged its prorated share.

4. The cost of any recount(s) will be charged to Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.

5. Upon receipt of the invoice, pay to County Clerk within thirty days costs in an amount determined in accordance with the formula set forth on Exhibit A. If Exhibit A cannot be completed at the time of the mailing of Agreement, it will be provided as soon as possible.

6. Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to Entity's participation in Election. Special preparations can include, but are not limited to: ballot addendums, affidavits, ballot language length exceeding 250 words, or multiple page ballot.

B. TABOR Costs.

The minimum fee for TABOR services is $350.00.

Entity shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of the notice. Such proration to be based, in part, on addresses where one or more active registered electors of Entity reside.

C. Invoice.

County Clerk shall submit to Entity an itemized invoice for all costs incurred under this Agreement and Entity shall remit to County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.
ARTICLE V
MISCELLANEOUS

A. Entire Agreement.

Agreement and its Exhibits constitute the entire agreement between County Clerk and Entity as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

B. Indemnification.

County Clerk and Entity agree to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available to Customer under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds Election for Entity was void or otherwise fatally defective as a result of the sole breach or failure of County Clerk to perform in accordance with Agreement or laws applicable to Election, Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by Entity to County Clerk. County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under Agreement. This remedy shall be the sole and exclusive remedy for the breach available to Entity.

C. Conflict of Agreement with Law, Impairment.

Should any provision of Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of County Clerk and Entity hereto that the remaining provisions of Agreement shall be of full force and effect.

D. Time of Essence.

Time is of the essence in the performance of Agreement. The time requirements of Code and Rules shall apply to completion of required tasks.

E. No Third Party Beneficiaries.

Enforcement of the terms and conditions of Agreement and all rights of action relating to such enforcement shall be strictly reserved to County Clerk and Entity, and nothing contained herein shall give or allow any such claim or right of action by any other person or Entity.

F. Governing Law; Jurisdiction & Venue.

Agreement, the interpretation thereof, and the rights of County Clerk and Entity under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Larimer, State of Colorado.

G. Headings.

The section headings in Agreement are for reference only and shall not affect the interpretation or meaning of any provision of Agreement.
H. Severability.

If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of Agreement shall remain fully enforceable, and Agreement shall be interpreted in all respects as if such provision were omitted.
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<th>ELECTION</th>
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<th>% OF TOTAL HOUSEHOLDS FOR GENERAL COST PRORATION</th>
<th>BALANCE OF HOUSEHOLDS INCL MIN</th>
<th>NUMBER OF VOTERS FOR GENERAL COST PRORATION</th>
<th>COST SUBJECT TO MINIMUM CHARGE</th>
<th>% OF TOTAL VOTERS FOR GENERAL COST PRORATION</th>
<th>BALANCE OF COSTS X % OF VOTERS FOR GENERAL COST PRORATION</th>
<th>TOTAL ELECTION COST PER PARTICIPANT</th>
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**PLEASE NOTE:** THIS IS AN ESTIMATION BASED ON ENTITIES THAT MAY OR MAY NOT PARTICIPATE IN THE 2016 GENERAL ELECTION.
EXHIBIT B
AUDIO FOR ACCUVOTE TSX UNIT

In accordance with Secretary of State Rule 4.6.2, all candidates shall provide an audio recording of their name to County Clerk no later than the last day upon which Entity certifies the ballot content (September 9, 2016), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

To be in compliance with Code and Rule, County Clerk’s office is providing a voice mailbox at 970.498.7946 that candidates are required to call to provide the correct pronunciation of their name.

Upon calling the voice mailbox, they will receive instructions on recording their information, as well as, options for listening, deleting, re-recording and saving their message. Please inform candidates within your district of the necessity of recording the correct pronunciation of their name.

County Clerk’s office will contact Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact County Clerk’s office at 970.498.7820 if you have any questions or need additional information.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date signed by both parties.

Date: ____________________________

ANGELA MYERS
LARIMER COUNTY, COLORADO
CLERK AND RECORDER

ENTITY:

NAME OF ENTITY:

Date: ____________________________

By: ____________________________

Entity phone number

Title of Authorized Representative
Signing on behalf of Entity

DATE: 7-13-16
APPROVED AS TO FORM:
DEPUTY COUNTY ATTORNEY
Apex Pavement Solutions  
607 10th Street #207  
Golden, CO  80401  

To:  
TST, Inc. Consulting Engineers  
760 Whalers Way  
Bldg C, Suite 200  
Fort Collins, CO  80525  

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TOWN COUNCIL COMMUNICATION

Meeting Date: 8/9/2016

Item: Resolution 66, Series 2016, West Village Subdivision Phase 2 – Village Homes (Block 3: Lots 1-26, Block 4: Lots 1-2, 5-29) Amended Block Diversity Plan – Public Hearing

Presented By: Matt Blakely

EXECUTIVE SUMMARY: Village Homes has submitted a set of completely new models for this portion of the West Village Subdivision for 53 lots, therefore a new Block Diversity Plan has been prepared for Planning Commission and Town Council review and approval. Block Diversity Plan Amendment application for six (6) model series, each with several sub-models and elevations. Staff has prepared a Block Diversity Matrix to demonstrate compatible and non-compatible housing models when located adjacent to one another.

PLANNING COMMISSION ACTION ON 8/2/2016: At its regular scheduled meeting on August 2, 2016 the Planning Commission recommended approval to the Timnath Town council unanimously (5-0) by voice vote, with the following conditions:

a. Allow Staff to approve amendments administratively to the Block Diversity Plan Matrix that reflect minor changes (+/-10%) to the architectural floor plans, elevations, options, or addition of models that maintain the intent of the code and styles provided herein.

STAFF RECOMMENDATION: Staff recommends the approval of the Amended Block Diversity Plan, with conditions, to the Timnath Town Council.

KEY POINTS/SUPPORTING INFORMATION:

Owner: Village Homes

Applicant: Nate Skrdla

Location: North of River Pass Road (CR36) and east of Three Bell Parkway (CR3)

Application Type: Block Diversity

Case Number: BD-2016-003

Process Schedule

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<td>Public Hearing</td>
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SERVICES:

- Water: Fort Collins – Loveland Water District
- Sewer: South Fort Collins Sanitation District
- Fire: Poudre Fire Authority
- Special Districts: South Timnath Metro District

Adjacent Zoning/Land Uses:

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<td>Industrial, Residential</td>
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<td>South</td>
<td>C-2, R-2</td>
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<tr>
<td>West</td>
<td>Agricultural (FA-1)</td>
<td>Residential/farming</td>
</tr>
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</table>

Existing Zoning: R-2
Existing Land Use: Single-Family Residential
Proposed Zoning: Unchanged
Proposed Land Use: Unchanged

Application Description:
The Timnath Ranch 1st Filing 2nd Amended Plat was approved in March of 2013 and included a total of 271 single-family residential lots. Village Homes has submitted plans and elevations to the Town to satisfy the Block Diversity Plan requirement as outlined in the Town’s Land Use Code. Since the Planning Commission and Town Council are specifically listed as the approval bodies within the Town Land Use Code, we have brought forward this current Block Diversity Plan for Planning Commission and Town Council approvals.

Village Homes is the applicant for this Block Diversity Plan and is developing the single-family detached homes within the Timnath Ranch 1st Filing (West Village Subdivision). Staff has prepared a Block diversity Matrix that will be used to assess compatibility at time of permit application for each home. There was a previous block diversity plan that was approved in 2013 for the entire subdivision. Village Homes is proposing all new models for these specific lots and therefore that previously approved plan must be amended to incorporate the new matrix.

Block Diversity Plan Review Criteria:
The Land Use Code relative to the Block Diversity Plan is located within Section 16.2.18. Specific submittal requirements are discussed within the Block Diversity Plan sub-section D. The Block Diversity Plan requirements indicate that the applicant provide a copy of the Final Plat with the locations depicted of each specific residential structure. Staff has reviewed all of the plans and elevations and has worked with the applicant to establish a matrix of allowable structure locations in relation to one another in lieu of a specific plan showing specific structures. This approach will allow the applicant a little more flexibility while meeting the intent of the Block Diversity requirements.

In addition to all provisions of this Code, the Town shall use the following criteria to evaluate the applicant’s Block Diversity Plan application:

16.2.18.C.1:
Model and block diversity. Each residential block face shall contain at least 4 residential models that have
significant variation. The same residential model with the same architectural style shall not be placed adjacent to each other or directly across the street from one another. Residential architecture along arterial streets shall be 4 sided. Model and block diversity will be reviewed by the Town as part of a Block Diversity Plan and approved based upon variation in each of the following building elements:

- a. Massing;
- b. Porches and front entries;
- c. Color palette;
- d. Exterior materials (walls, trim, roof); and
- e. Garage size, orientation and point of access.

**REFERRAL COMMENTS:**
N/A

**RECOMMENDED MOTION:**
I move to recommend approval of Resolution 66, Series 2016 and the attached Amended Block Diversity Plan Matrix, in lieu of a Block Diversity Plan for the West Village Subdivision Phase 2 – Village Homes (Block 3: Lots 1-26, Block 4: Lots 1-2, 5-29) Amended Block Diversity Plan with the following condition:

- b. Allow Staff to approve amendments administratively to the Block Diversity Plan Matrix that reflect minor changes (+/-10%) to the architectural floor plans, elevations, options, or addition of models that maintain the intent of the code and styles provided herein.

**ATTACHMENTS:**
1. Amended Block diversity Matrix
2. Map of lots
3. Model Elevations
A RESOLUTION APPROVING WEST VILLAGE PHASE 2 AMENDED BLOCK DIVERSITY PLAN, GENERALLY LOCATED NORTH OF AND ADJACENT TO RIVERPASS ROAD (CR36), EAST OF AN ADJACENT TO THREE BELL PARKWAY (CR3).

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

WHEREAS, the Planning Commission of the Town of Timnath on August 2, 2016, has reviewed the block diversity plan matrix per the Town’s municipal code section 16.2.18 residential architecture; and

WHEREAS, the Planning Commission of the Town of Timnath unanimously recommended approval of the block diversity plan matrix in lieu of a block diversity plan with conditions to the Town Council of the Town of Timnath; and

WHEREAS, the Town Council is familiar with the block diversity plan matrix and finds it to be in the best interest of the Town, its residents, and the general public.

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

Section 1. Approval
The block diversity plan matrix is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON AUGUST 9, 2016.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor
ATTEST:

__________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

BLOCK DIVERSITY MATRIX
1. Models on the matrix indicated by an "X" cannot be located adjacent to each other or directly across the street from one another. Directly across the street shall be defined as lots sharing 50% or more frontage.

2. Each residential block face shall contain at least 4 residential models that have significant variation (models shall be considered by Plan Name and Number, and does not include Codes or Trim Options).

3. Any street-facing garage doors shall be setback at least 22 feet from back of sidewalk or property line, whichever is more restrictive.

4. Bay windows are not allowed to encroach into the side yard setbacks.

5. Color scheme must be different on houses located next to each other.

6. Minimum side yard setback is 5’ for all lots

Planning Commission Certification:

Approved this ____ day of ________, 20_____

Philip Goldstein, Chairperson

Town Council Certification:

Approved this ____ day of ________, 20_____

Jill Grossman-Belisle, Mayor
WEST VILLAGE AT TIMNATH RANCH

ELEVATION B - CRAFTSMAN
PLAN 40A1
1697 SF

FIRST FLOOR
ELEVATION D - LODGE
PLAN 40A1
1697 SF

06-22-16
WEST VILLAGE AT TIMNATH RANCH
WEST VILLAGE AT TIMNATH RANCH

ELEVATION C - EUROPEAN
PLAN 40C4
2277 SF

FIRST FLOOR

SECOND FLOOR

06-22-16
ELEVATION A - TRADITIONAL
PLAN 40C5
2521 SF

WEST VILLAGE AT TIMNATH RANCH

FIRST FLOOR
SECOND FLOOR

VILLAGE HOMES
ELEVATION C - EUROPEAN
PLAN 40C5
2535 SF

WEST VILLAGE AT TIMNATH RANCH

VILLAGE HOMES

06-22-16
ELEVATION B - CRAFTSMAN
PLAN 40C6
2665 SF

FIRST FLOOR

SECOND FLOOR

WEST VILLAGE AT TIMNATH RANCH

VILLAGE HOMES
ELEVATION B - CRAFTSMAN
PLAN 40C7
2862 SF

WEST VILLAGE AT TIMNATH RANCH

FIRST FLOOR
06-22-16

SECOND FLOOR
EXECUTIVE SUMMARY: Village Homes has submitted a set of completely new models for this portion of the West Village Subdivision that includes 69 lots, therefore a new Block Diversity Plan has been prepared for Planning Commission and Town Council review and approval. Block Diversity Plan Amendment application for six (6) model series, each with several sub-models and elevations. Staff has prepared a Block Diversity Matrix to demonstrate compatible and non-compatible housing models when located adjacent to one another.

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STAFF RECOMMENDATION: Staff recommends the approval of the Amended Block Diversity Plan, with conditions, to the Timnath Town Council.

KEY POINTS/SUPPORTING INFORMATION:

Owner: Village Homes
Applicant: Nate Skrdla
Location: North of River Pass Road (CR36) and east of Three Bell Parkway (CR3)
Application Type: Block Diversity  
Case Number: BD-2016-002

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- a. Massing;
- b. Porches and front entries;
- c. Color palette;
- d. Exterior materials (walls, trim, roof); and
- e. Garage size, orientation and point of access.

REFERRAL COMMENTS:
N/A

RECOMMENDED MOTION:
I move to recommend approval of Resolution 67, Series 2016 and the attached Amended Block Diversity Plan Matrix, in lieu of a Block Diversity Plan for the West Village Subdivision Phase 3 – Village Homes (Block 1: Lots 1-44, Block 2: Lots 1-23, Block 4: Lots 2: 3&4) Amended Block Diversity Plan with the following condition:

b. Allow Staff to approve amendments administratively to the Block Diversity Plan Matrix that reflect minor changes (+/-10%) to the architectural floor plans, elevations, options, or addition of models that maintain the intent of the code and styles provided herein.

ATTACHMENTS:
1. Amended Block diversity Matrix
2. Map of lots
3. Model Elevations
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INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON AUGUST 9, 2016.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor
ATTEST:

__________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

BLOCK DIVERSITY MATRIX
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5. Color scheme must be different on houses located next to each other.

6. Minimum side yard setback is 5' for all lots

**Planning Commission Certification:**

Approved this ____ day of ________, 20_____

Philip Goldstein, Chairperson

**Town Council Certification:**

Approved this ____ day of ________, 20_____

Jill Grossman-Belisle, Mayor
West Village at Timnath Ranch

ELEVATION A - TRADITIONAL
PLAN 50A2
2292 SF

06-22-16

Village Homes
WEST VILLAGE AT TIMNATH RANCH

ELEVATION B - CRAFTSMAN
PLAN 50A2
2292 SF

06-22-16

VILLAGE HOMES
ELEVATION A - TRADITIONAL
PLAN 50B1
2977 SF

WEST VILLAGE AT TIMNATH RANCH

FIRST FLOOR

SECOND FLOOR

VILLAGE HOMES
Meeting Date: 8/9/2016

Item: Fisher Annexation Application Town Council Review

Presented by: Matt Blakely
Town Planner

Ordinance □
Resolution □
Discussion □
For Information □

EXECUTIVE SUMMARY: The Fisher annexation is a 235 acre parcel of land located south of Larimer County Road 42E and west of Larimer County Road 5. Plans indicate approximately 750 total dwelling units at a variety of unit types. Proposed zoning is for R-2 and M-U. The plan is consistent with the Town’s Comprehensive Plan and the project is located within the Town’s Growth Management Area.

In addition, a copy of the draft annexation agreement terms is attached for your review. This has also been placed on the agenda as an introduction to the project and to obtain any preliminary Town Council comments. No formal Town Council Action is needed at this time.

STAFF RECOMMENDATION: Staff requests comments from the Town Council that will be considered with the Annexation Petition.

KEY POINTS/SUPPORTING INFORMATION:

Owner: Lorson South Land Corporation
Applicant: The Landhuis Company

- Streets: Streets will be governed by the Larimer County Urban Area Street Standards, as adopted by the Town of Timnath.
- Water: To be served by ELCO Water District.
- Sanitary Sewer: To be served by Boxelder Sanitation District. Boxelder stated appropriate capacity exist, although the density is almost double their anticipated capacity.
- Storm Sewer: - Engineering – no comments at this time.
- Parks and Recreation: Parks and Trails will be required per section 16.5.7.6 of the LUC as well as the Town’s adopted PROST Plan.
- Schools: - PSD will serve development, no specific comments at this time.
- Law Enforcement \ Fire Protection: Additional rooftops will increase the number of calls and patrols required.
- Compliance with Comp Plan - The proposed development is consistent with the land uses called for in the Comprehensive Plan.
- Compliance with Codes and Policies - This development will comply with the current Land Use Code and current Town of Timnath Policies.
- Sources of Revenue: The potential predicted sources of revenue in this development are property taxes, development fees, building permits, and sales taxes from mixed use retail.
- Town’s cost to serve Development: There will be additional services required, including Police, Public Works, Office Administration and Code Enforcement.
Other Related Impacts:
- A community park is shown on the PROST plan to the east of CR 5. This proposal is showing that community park as a part of the development and is proposing trails per the PROST plan.
- There will be additional traffic impacts to CR 5 and Prospect Road. A traffic study will be needed for further analysis.
- Environmental impacts are also possible from the development of this parcel. There is potential for disturbance to some threatened and endangered wildlife species and wetland areas. A portion of the 100 year floodplain for the Boxelder ditch is on the site. These areas are being set aside on the concept plan as open space.

ADVANTAGES:
- Increase the Land Area of the Town of Timnath
- Increased revenue from Mixed Use retail
- Increased Housing Diversity

DISADVANTAGES:
- Increase in services provided by the Town.

FINANCIAL IMPACT:
- See Revenue and Costs in Key Points

RECOMMENDED MOTION:
- None Required

ATTACHMENTS:
1. Annexation Application
2. Fisher Annexation Narrative
3. Annexation Assessment Report
4. Annexation Map
5. Concept Plan (for Reference)
6. Draft Annexation Agreement
Pre-Annexation Conference

Is the site within Timnath’s planning area: X Yes □ No

Preparation of the Annexation

Please attach the following documents (as appropriate):

☒ 1. Application and Annexation Fee
   a. Fill out the Application for Annexation. Sign the original with blue ink. Make four copies of the original.
   b. The application should be signed by 100% of the owners of the property.
   c. Application Fee ($500 + $150 x # of acres, + $2,000 for administrative costs);
      CK#: ___________; Amt: $_
   d. Signed Fee Agreement; CK#: ___________; Amt: $10,000

☒ 2. Annexation Maps: Map showing exact location of property subject to annexation. 11 copies

☒ 3. List of known hazards (if present due to the topography, geology, or hydrology of the property).

☒ 4. List of environmental issues

☒ 5. General development concept plan describing the desired use of the property after
   annexation with appropriate maps.

N/A 6. Outline of any known terms proposed for the Annexation Agreement.

N/A 7. Description of other subjects pertinent to the property that may be included in the annexation
   agreement between the Town of Timnath and the applicant.

☒ 8. Narrative report, using currently available information, assessing impact of proposed
   development on the community, services and facilities. This report should detail the
   possible need for any expansion of those services and facilities and should be one or more
   paragraphs in length. Please fully explain the needs, concepts and proposed solutions for
   each of the following: 11 copies
   a. An assessment of the community need for the proposed annexation and land use.
   b. The economic impact of the proposed annexation. This should include an analysis of short-term and long-
      term revenues to the Town as generated by the development; short and long-term expenses incurred by the
      Town as a result of the annexation and development; and proposals to mitigate any negative impacts.
   c. Impact on schools including an estimate of the number of students to be generated by the development of
      the property, capital construction required to educate the students, and proposals to mitigate any negative
      impacts on schools.
   d. Description of the source(s) of water, both potable and non-potable, and sanitary sewer systems
      anticipated to serve the property, including a description of any regional facilities that must be constructed
      or upgraded to serve the development on the property proposed for annexation.
   e. Impact on the existing transportation system including arterial and collector street improvements,
      intersection improvements and signalization, alternative modes of transportation, etc. and proposals to
      mitigate any negative impacts on transportation resulting from the proposed annexation and development.
   f. Impact of the proposed development on the existing storm drainage system including historic rainfall
      drainage patterns, detention and retention areas, storm sewer requirements, discharged irrigation ditches,
      floodways and floodplains, etc. and proposals to mitigate any negative drainage impacts of the proposed
      development.
   g. Impact of the proposed development on law enforcement including special security needs, additional
      officers required, additional equipment requirements in Timnath and proposals to mitigate any negative
      impact of the proposed development on existing law enforcement services.
   h. Impact of the proposed development on the Poudre Fire Protection Authority including special fire hazards,
fire prevention, fire detection, emergency access, additional equipment requirements, additional manpower requirements, additional fire stations, etc. and proposals to mitigate any negative impact of the proposed development upon the existing fire protection services.

i. Impact of the proposed development on the Town park and recreation programs and proposals to mitigate any negative impact of the proposed development upon the existing facilities and programs.

j. Impact of the proposed development on the environment of the Town identifying environmentally sensitive areas, endangered species, significant habitats, etc. and proposals to mitigate any negative impact of the proposed development on the environment of the Town.

k. Projected short and long-term economic development potential (number of jobs created; sales, use and property tax generation; additional utility revenues; development incentives to be offered, etc.) of the proposed development.

l. Address the compatibility of the proposed development with the street master plan, as depicted by the Transportation Map contained in Timnath's Comprehensive Plan and proposals for mitigating any negative impact of the proposed development on the Town street master plan.

m. Address the compatibility of the proposed development with Timnath's Comprehensive Plan and any plan amendments that may be necessary for the proposed development.

n. Address the compatibility of the proposed development with Timnath's Land Use Code and any deviations in setbacks, space requirements, and permitted uses that may be required for the proposed development.

o. Review existing and adjacent land uses, areas of compatibility or conflict, and possible mitigation measures that may be required for the proposed development.

I (We) certify that I (We) am (are) the lawful owner(s) of the parcel(s) of land affected by this application and hereby consent to this action. I (We) certify that the information and attachments I (We) have submitted are true and correct to the best of my (our) knowledge. In filing this application, I (We) am (are) acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Timnath must be submitted prior to having this application processed.

<table>
<thead>
<tr>
<th>Owner(s) signatures:</th>
<th>Print Name:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
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<td>JEPF MARK</td>
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File Location: L:\OFFICE INFORMATION\TEMPLATES\APPLICATIONS\WORD DOCUMENT\ANNEX APPLICATION.DOC
Last Saved: 4/8/2014 11:03 AM
PROJECT DESCRIPTION

Design Rationale:

The Fisher Property is a 235.92 acre site located north of Old Town Timnath on County Road 5. Consistent with the Town’s Comprehensive Plan 2013, the majority of the site has been designated as low density, single-family homes. A central area is proposed to be zoned MU Mixed Use and will include a variety of home types, with the general density tapering to single-family detached homes at the edge of the district. The MU zone may also include parks, a community recreation center, central gathering spaces, and entry monumentation. The southern portion of the site will likely be open space and is a possible location for a community park. The development will include a variety of trails, parks, and open spaces, which will provide opportunities for recreation and pedestrian/bicycle circulation outside of the formal road network. Because the R2 zone also includes parks as an allowable use, and because there is no formal Parks or Open Space zone, we are proposing that the open space portion of the Fisher Property be zoned R2.

Proposed Density:

The Fisher Property will comply with the density standards for each zone on the property. In the case of R2 Single-Family Residential, which comprises approximately 70% of the site, the minimum lot size is 6,000 sf. The MU zone permits smaller lot sizes, and therefore higher possible density in the center of the site. Please refer to the Land Use Summary table on Sheet 2 in the Sketch Plan for more information on this subject. No more than +/-750 dwelling units are proposed for the site as a whole.

Standard lots within the R2 zone are anticipated to be 54’ and 64’, with varying lot depths to comply with the Town’s minimum lots size requirements. The anticipated price of homes has not yet been determined.

Drainage and Stormwater:

The site naturally drains into the Boxelder Drainage, which is currently in the process of a substantial renovation. It is anticipated that on-site detention will be located in the open space within the Boxelder Drainage, or possibly in the MU zone as a central pond feature. This issue will be further refined in the Preliminary and Final Plat.

Water and Taps:

Water service will be provided to the site by East Larimer County (ELCO) Water District and may possibly be augmented by on-site wells. The final proposed volume of water required for the site will be determined at the time of Final Plat.

Commercial Mineral Deposits:

Mineral rights are held by Bradley Marsheffel, LLC.

Floodplain Hazards:
Currently the Boxelder Drainage floodplain and floodway encompass the southern portion of the Fisher Property. The Boxelder Drainage is currently undergoing substantial improvements and it is anticipated that the floodplain will be removed from the property.

**Relationship between Proposal and the Town Comprehensive Plan:**

This proposal is consistent with the Town’s Comprehensive Plan, and its proposed long-term land uses for the Fisher Property. Similar residential land uses are also proposed by the Comprehensive Plan for abutting and nearby properties.

For a more thorough analysis of how the Fisher Property complies with the Comprehensive Plan and the Town’s key planning documents, please refer to the attached Annexation Assessment Report that outlines in detail how the Fisher Property design meets the standards of the Town and furthers the Town’s long-term planning objectives.

We look forward to working with the Town as these plans are refined and revised. Please contact us if you have any additional questions.

Sincerely,
Norris Design

[Signature]

Mitch Black
Principal
FISHER ANNEXATION TO THE TOWN OF TIMNATH, COLORADO
LEGAL DESCRIPTION

FISHER PROPERTY ANNEXATION TO TIMNATH


BEGINNING AT THE CENTER QUARTER CORNER OF SAID SOUTHEAST QUARTER OF SECTION 22;

THENCE NORTH 89° 46' 10" EAST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 2,611.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 5 AND A POINT ON THE TOWN LIMITS OF THE TOWN OF TIMNATH;

THENCE SOUTH 0° 13' 17" EAST ALONG THE EASTERN LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 AND ALONG SAID TOWN LIMITS A DISTANCE OF 2,447.77 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 27;

THENCE SOUTH 89° 43' 34" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 AND ALONG SAID TOWN LIMITS A DISTANCE OF 1,450.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD;

THENCE SOUTH 89° 51' 15" EAST A DISTANCE OF 102.92 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID TOWN LIMITS A DISTANCE OF 967.83 FEET;

THENCE SOUTH 0° 56' 50" WEST A DISTANCE OF 986.35 FEET;

THENCE SOUTH 89° 51' 15" EAST A DISTANCE OF 102.92 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID TOWN LIMITS A DISTANCE OF 967.83 FEET;

THENCE SOUTH 0° 56' 50" WEST A DISTANCE OF 986.35 FEET;

THENCE NORTH 89° 51' 15" WEST A DISTANCE OF 1,328.14 FEET;

THENCE NORTH 89° 46' 08" WEST A DISTANCE OF 1,086.02 FEET;

THENCE NORTH 89° 46' 08" WEST A DISTANCE OF 1,614.41 FEET;

THENCE NORTH 89° 46' 08" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID TOWN LIMITS A DISTANCE OF 1,328.14 FEET;

THENCE SOUTH 89° 51' 15" EAST A DISTANCE OF 129.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22;

THENCE NORTH 89° 51' 15" EAST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 587.43 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 89° 51' 15" WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 2,649.79 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 10,276,877 SQUARE FEET, OR 235.92 ACRES.

MORE OR LESS.

PLANNING COMMISSION CERTIFICATE

APPROVED THIS ______ DAY OF _______, 20_____,

BY THE TOWN PLANNING COMMISSION, TIMNATH, COLORADO.

BY:

TOWN COUNCIL CERTIFICATE

APPROVED THIS ______ DAY OF _______, 20_____,

BY THE TOWN BOARD, TIMNATH, COLORADO.

TIMNATH MAYOR

TIMNATH TOWN CLERK

BASIS OF BEARING

BASES OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 22, 7TH PRW OF THE 6TH P.M., WHICH WAS ASSUMED TO BE AN 0° 00' 00" EAST LINE.
ANNEXATION AGREEMENT
FOR THE FISHER FARM ANNEXATION

THIS ANNEXATION AGREEMENT (“Agreement”), is made and entered into to be effective the ____ day of __________, 2016, by and between Town of Timnath, a Colorado municipal corporation ("Town") and Lorson South Land Corp., a Colorado Corporation ("Property Owner" and collectively, the “Parties”) and is made concerning the real property described on Exhibit A, attached hereto and incorporated herein by reference (“the Property”), and generally known as the Fisher Farm.

WITNESSETH:

WHEREAS, the Property consists of approximately 242 acres, more or less, located at the southwest corner of County Road 5 and County Road 42E; and

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

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

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

AGREEMENT

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

2. Annexation of Property. The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including [ANY INCLUDED RIGHTS OF WAY AND ROADS], as shown on the annexation map attached hereto as Exhibit B. The annexation of the Property is subject to this Agreement and the Subdivision Improvement Agreement executed contemporaneously herewith.

3. Zoning and Development of the Property. The Property will be zoned R2 and MU. Property Owner will develop the Property in accordance with a final plat to be subsequently approved by the Town. The Property, or any portion thereof, may be rezoned or
the Final Plat amended with the consent of Town and Property Owner, but without amending or modifying this Agreement.

4. **Water Utilities.** Property Owner shall obtain water service from the East Larimer County Water District.

5. **Sanitary Sewer Utilities.** Property Owner shall obtain sewer service from Boxelder Sanitation District.

6. **Utilities and Infrastructure.** Parties recognize that Town does not provide infrastructure to serve the Property and Property Owner will be responsible for extending all utilities and streets to serve the Property. Failure of Property Owner to obtain utilities or provide streets to the Property shall not be grounds for disconnection.

7. **Water and Water Rights.** Property Owner acknowledges that Property Owner shall be required to meet Town Code requirements for irrigation of common areas, open space areas, and parks. Property Owner shall not be required to provide to Town any water or water rights, well or well rights, reservoir or storage rights, stock in mutual ditch and irrigation companies, or any other water or water rights appurtenant to or historically used in connection with the Property except as otherwise set forth herein.

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

9. **Coordination with Adjacent Properties.** Property Owner shall coordinate with owners of properties within Town adjacent to the Property to provide pedestrian and vehicular access between the Property and the adjacent properties as may be necessary to implement Town’s current transportation plan.

10. **Obligations Run with the Land.** This Agreement and the annexation map shall be recorded in the real estate records of Larimer County and all obligations herein shall run with the land and shall be binding upon and inure to the benefit of Parties hereto and their respective heirs, personal representatives, successors, and, to the extent permitted, assigns as the case may be.

11. **Cure of Legal Defects.** In the event that the annexation or zoning of the Property or any portion of this Agreement, is declared void or unenforceable by final court action, Parties shall cooperate to cure any legal defects cited by the court, and immediately upon such cure, Town shall reinstitute and complete proceedings to annex and zone the Property according to the terms of this Agreement and to otherwise carry out the terms and provisions hereof.

12. **Vested Property Rights.**

   a. **Acknowledgements.** Parties acknowledge the following:
(1) The Property is estimated to have a minimum of three (3) year build-out period for each phase of development and is expected to be constructed within 9 years in total for the initial three phases of development.

(2) Property Owner will be required to make substantial financial commitments and complete major public infrastructure improvements for the development of the Property.

(3) A material consideration of Property Owner’s annexation of the Property and Property Owner’s willingness to develop the Property within Town (rather than developing the Property within the County or another municipality) is Town’s agreement to permit development of the Property in accordance with the terms and conditions of this Agreement and the Final Plat, particularly the vested property rights granted herein.

b. Vesting of Property Rights. In recognition of the size of the development contemplated under this Agreement, the substantial financial investment and time required to complete the development of the Property, and the possible impact of economic cycles and varying market conditions during the course of development, Town agrees to grant extended vested property rights in this Agreement pursuant to Section 16.5.2 of the Timnath Municipal Code in accordance with the following “performance vesting” schedule. The initial vesting period for the Property shall be from annexation of the Property through three (3) years from the date of approval of each phase of development for the project beginning from an effective date of July 1, 2016 through July 1, 2025 (unless otherwise extended by mutual agreement of the Parties)(“Vesting Period”). Thereafter extended vested property rights shall be granted according to the following provisions and expressly on the conditions stated herein and in the Subdivision Improvement Agreement executed contemporaneously herewith. Such extended vested property rights shall be available to Property Owner for each “Phase” (defined below) of proposed development of the Property, as depicted in Exhibit C attached hereto and incorporated herein by this reference, shall be subject to vesting of property rights, conditionally and serially, as follows:

The initial Vesting Period shall be determined and defined at the time of final plat. However, it is currently anticipated that each phase of development shall require three (3) years to construct from the time of each phase of development’s approval by the Town. Based upon the current development and phasing plan, through December 31, 2028 (unless otherwise approved by the Parties by mutual agreement).
(1) If Phase I is “completed through build-out” by December 31, 2019, provided there is approval received by the Town of Timnath for phase I development prior to December 31, 2019, the Vesting Period shall be extended through December 31, 2022, on condition that Property Owner applies to Town by December 31, 2019, and receives from Town, in writing, a letter authorized by Town Council concurring that Phase I has been completed through build-out by December 31, 2019.

(2) If Phase II is completed through build-out by December 31, 2022, the Vesting Period shall be extended through December 31, 2025, on condition that Property Owner applies to Town by December 31, 2022, and receives from Town, in writing, a letter authorized by Town Council concurring that Phase II has been completed through build-out by December 31, 2022.

(3) If Phase III is completed through build-out by December 31, 2025, the Vesting Period shall be extended through December 31, 2028, on condition that Property Owner applies to Town by December 31, 2025, and receives from Town, in writing, a letter authorized by Town Council concurring that Phase III has been completed through build-out by December 31, 2025.

For purposes of extended vested rights, the term “completed through build-out” shall mean, as respects a Phase of the Property, that (i) all public improvements required by Town for such Phase (per Town Code or agreement between Parties) have been constructed by Property Owner and that Initial Acceptance and provision to Town of Warranty Security has occurred pursuant to the Subdivision Improvement Agreement, (ii) that the Water District and the Sewer District have finally accepted the water and wastewater improvements and evidence thereof has been provided to Town, and (iii) that all obligations of Property Owner in the Amended and Restated Subdivision Improvement Agreement and this Agreement as the same may affect Property within such Phase have been performed to the satisfaction of Town in its sole reasonable discretion.

c. Compliance with Agreement and Final Plat. Pursuant to the contractual commitments made herein, Property Owner shall have vested property rights to undertake and complete the development and use of the Property under the terms and conditions of this Agreement, the Subdivision Improvement Agreement, and the Final Plat.

d. Final Plat. The Final Plat shall be considered a site specific development plan as defined by Colorado law and the Timnath Municipal Code for the conditional Vesting Period identified above for the Property and
conditional extended vesting periods for all subsequent phases of the Property.

e. **Limitation on Vested Rights.** Notwithstanding anything in this Section to the contrary, in no event shall the vested rights granted herein prevent Town, by its citizens through initiative or referendum or by Town Council, from acting as reasonably necessary to protect property, businesses or residents within the Town from natural or man-made hazards, which hazards if uncorrected would pose a serious threat to the public health, safety and welfare of residents, businesses or properties within Town.

f. **Infrastructure Standards.** Parties acknowledge and agree that Town Code and Town’s then-existing design and construction standards shall be applicable to all future construction of items historically considered to be public in nature, including generally, water lines, sewer lines, streets, drainage improvements, park improvements, traffic safety and control devices, etc. common to similar developments in Town. Accordingly, the vested rights previously granted and extended herein shall not include design and construction standards for public improvements. With regard to adjacent or prior constructed streets, Property Owner shall be responsible for upgrading or improving adjacent streets in accordance with the Town Code in effect at the time of development plan approval.

13. **Town Ordinances, Regulations, Codes, Policies, and Procedures.** To the extent consistent with vested property rights granted above, the provisions of this Agreement, and the Final Plat, the Parties agree that all current and future Town ordinances, regulations, codes, policies and procedures (collectively, “Regulations”) shall be applicable to the use and development of the Property. If such Regulations are inconsistent with the vested property rights granted herein, such inconsistent Regulations shall apply to development of the Property only if, in Town’s sole reasonable discretion, such Regulations are necessary to preserve the public’s health, safety and welfare. If the Property is replatted in any manner, all Regulations in effect at the time of replat shall be applicable to the use and development of the Property or portion of the Property that is subject to the replat. With regard to oil and gas rights, the Town agrees to work reasonably will not unreasonable withhold or delay any applications for gas & oil operations on the Property in accordance with and consistent with the Town policies and regulations in place with regard to oil and gas drilling and operations within the boundaries of the Town in effect at the time of approval of this Agreement.

14. If the development is considered a subdivision under the Regulations and a fee-in-lieu of dedication of land is due, such fee-in-lieu shall be due at such time as dedication of land would otherwise be required. The timing and procedures for determining the requirements, notices, or payment of a fee-in-lieu of dedication of land will be subject to written agreement between the Property Owner and the Town in accordance with the Subdivision Improvement Agreement (to be negotiated and agreed upon pursuant to the Town Regulations.)
15. **Breach by Property Owner - Town’s Remedies.** In the event of a breach of any of the terms and conditions of this Agreement by Property Owner, and until such breach is corrected, the Town may take such actions as are permitted and/or authorized by the ordinances of the Town, this Agreement, and/or other law as the Town reasonably deems necessary in order to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of Town from undue hardship and undue risk. These remedies include, but are not limited to:

a. The refusal to issue any building permit;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. Refusal to accept further land use applications for the Property;

d. Disconnection of the Property from Town;

e. Specific performance of this Agreement;

f. Placement of a lien on the Property to be collected with the property taxes;

g. Any other remedy available at law or equity.

Unless necessary to protect the immediate health, safety and welfare of Town or to protect Town's interest with regard to security given for the completion of the public improvements, Town shall provide Property Owner thirty (30) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of such person or entity. If during such thirty (30) day period Property Owner commences to cure the breach described in the notice and proceeds reasonably thereafter to cure the breach, any action taken by Town to enforce this Agreement shall be discontinued and no further action shall be taken by Town to the extent that the Property Owner diligently pursues the cure to completion.

16. **Breach by Town: Property Owner’s Remedies.** Property Owner shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a material breach of this Agreement by Town, including the right to seek statutory disconnection for a material breach which substantially impairs Property Owner’s ability to develop the Property.

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

18. **Acknowledgement.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with Town Code and the laws of the State of Colorado. Nothing contained in this Agreement shall
constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of Town’s legislative, governmental, or police powers to promote and protect the health, safety and general welfare of Town or its inhabitants; nor shall this Agreement prohibit the enactment by Town of any fee that is of uniform or general application.

19. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, or facsimile if sent during normal business hours, or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

Notice to Town: Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547
Telephone: (970) 224-3211
Facsimile: (970) 224-3217

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

Notice to Property Owner: Lorson South Land Corp.
Attn; Jeff Mark
212 N. Wahsatch Ave., Suite 301
Colorado Springs, CO 80903
Telephone: 719-635-3200
Facsimile: 719-635-3244

with a copy to: Spence Fane LLP
Attn: David O’Leary
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Telephone: 303-839-3952
Facsimile: 303-839-3838

20. Assignment. Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any person or entity that is an “affiliate” of Property Owner without the consent of Town. Property Owner shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written
notice to Town. Upon such notice and written assumption of the obligations of Property Owner by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Property Owner arising after the date such duties and obligations are assumed by the Assignee. The term “affiliate” as used hereinabove, shall mean and refer to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Property Owner. The terms “controlling,” “controlled by,” or “under common control with,” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise.

21. **Title and Authority.** Property Owner warrants and represents to Town that it is the record owner of the Property, except for county roads shown on the annexation map. Each person signing this Agreement on behalf of an entity represents and warrants that he or she has full power and authority to enter into this Agreement on behalf of the entity. Property Owner and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

22. **Entire Agreement - Amendments.** This Agreement embodies the whole agreement of the Parties with respect to the annexation of the Property to the Town and development of the Property within the Town. There are no promises, terms, conditions, or obligations other than those contained herein, which shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended only by written agreement between the Property Owner and the Town. In the event that the Property is subdivided and lots are sold to different individuals in the future, this Agreement may be amended by agreement between the Property Owner and the Town, without consent of such lot owners to the extent such amendment does not adversely affect such other lot owners in a material manner.

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

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

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

26. **No Duress.** Parties agree that this Agreement is freely and voluntarily executed by them after extensive negotiations between them and an opportunity for each party to obtain legal advice.
27. **Execution and Counterparts.** This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

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

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

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

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

32. **Captions.** The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

33. **Approvals.** Whenever approval or acceptance of Town is necessary pursuant to any provisions of this Agreement, Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.
IN WITNESS WHEREOF, this Agreement has been executed by Parties, intending to be legally bound hereby, as of the date set forth above.

TOWN: TOWN OF TIMNATH, COLORADO,
     A Municipal Corporation

ATTEST: __________________________
         Jill Grossman-Belisle, Mayor

_______________________________
Milissa Peters, Town Clerk

PROPERTY OWNER:
LORSON SOUTH LAND CORP.,
A Colorado corporation

By: ________________
Name: ________________
Title: ________________

STATE OF COLORADO )
                      ) ss.
COUNTY OF ___________

The foregoing instrument was acknowledged before me this ___ day of _______, 2016, by ________________________, as ________________ of Lorson South Land Corp.

WITNESS my hand and official seal.

_______________________________
Notary Public
My Commission expires:__________
EXHIBIT A
(Property Description)
EXHIBIT C
(Phasing Plan)
TOWN COUNCIL COMMUNICATION

Meeting Date: August 9, 2016

Item: Discussion, Possible Action Concerning Naming of a Certain Town Park Facilities

Presented by:
Brian Williamson
Town Planner

Ordinance □ Resolution □ Discussion □ For Information □

EXECUTIVE SUMMARY: As the Town develops, more parks are being improved by the Town. It is important to define the names of these parks that are being improved, both for emergency services and for clarity among the staff and residents. Below is a proposed name for the park located adjacent to Walmart Pond as well as staff would like to discuss the naming conventions for other town parks.

STAFF RECOMMENDATION: Staff is seeking direction for park naming.

KEY POINTS/SUPPORTING INFORMATION:

Naming of the park at 4580 Weitzel
Formerly known as Gateway Park or Walmart Pond – This park is located as part of the Gateway Timnath Subdivision, and the park was dedicated to the town as part of the subdivision process. Per the developer, the Park was dedicated to the Town in memory of Michael Parrot, a Timnath resident and CSU employee that was killed in action in the Iraq War in 2005.

Staff recommends the name: Michael Parrot Memorial Park

Other Town Parks needing names:

Currently needing a Name:
Timnath Community Park – Staff will bring back a recommendation based on the discussion with Council.

Parks needing a name in the Future:
Timnath Reservoir – Staff feels that this park should not be named until after a master plan has been completed and approved by Council.

Wildwing Park – Staff feels that this park should not be named until after a master plan has been completed and approved by Council.

Peanut Park – Staff feels that this park should not be named until after a master plan has been completed and approved by Council.

Potential Naming Conventions for Parks
Historical and Influential People or Places in Timnath’s History
Examples: Wheatland Park, Pioneer Park, Ebenzer Davis Park, James Arthur Park

Overall Park Use
Examples: Timnath Community Park, Timnath Athletics\Sports Complex

Geographic Landmarks associated with the Park
Examples: Timnath Reservoir Park, Poudre River Valley Park
Animals and Vegetation Native to the Area
   Examples: Wheatgrass Park, Needle Grass Park, Horned Owl Park, Colorado River Toad Park, Wildflower Park
Native American Tools
   Examples: Canoe Park, Ceremonial Drum Park

**ADVANTAGES:**
- Provide clarity for Emergency Services, Residents and Town Staff
- Provide staff with Direction on Naming of Future Parks

**DISADVANTAGES:**
- None

**FINANCIAL IMPACT:**
- None

**RECOMMENDED MOTION:**
- None

**ATTACHMENTS:**
- None
**TOWN COUNCIL COMMUNICATION**

| Meeting Date: | **Item: EXECUTIVE SESSION:** “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.” |
| Presented by: | Town Attorney |
|               | Ordinance □ Resolution □ Discussion X |

**KEY POINTS/SUPPORTING INFORMATION:**

**EXECUTIVE SESSION:** “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”

**ADVANTAGES:**
N/A

**DISADVANTAGES:**
N/A

**FINANCIAL IMPACT:**
N/A

**RECOMMENDATIONS:**
I move to enter into Executive Session “For _____________________________________________."

**ATTACHMENTS:**
N/A