TOWN OF TIMNATH
TOWN COUNCIL
Tuesday, March 25, 2014, at 6:00 p.m.
Meeting will be held at Timnath Administration Building,
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL
   Mayor        Jill Grossman-Belisle
   Councilmember Marty Chiaramonte
   Councilmember Bill Neal
   Councilmember Paul Steinway
   Councilmember Bryan Voronin

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 that position.

4. CONSENT AGENDA
   a. Approval of the March 11, 2014, Town Council Meeting Minutes
   b. Approval of the Check Register

5. REPORTS
   a. Mayor and Council

6. ORDER OF BUSINESS:
   a. RESOLUTION NO. 20, SERIES 2014, A Resolution Approving a Town of Timnath Policy Regarding Timnath Reservoir
      Presented by April Getchius, Town Manager

   b. RESOLUTION NO. 21, SERIES 2014, A Resolution Authorizing the Town Manager’s Extension of the Intergovernmental Agreement with the City of Fort Collins
      Presented by April Getchius, Town Manager

      Presented by April Getchius, Town Manager

   d. 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
All Attachments can be obtained at the Town Administration Building, 4800 Goodman Street
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 the Contracted Town Attorney

e. ORDINANCE NO. 6, SERIES 2014, FIRST READING, An Ordinance Approving Amendment 6 to the Fort Collins IGA and set for Public Hearing on April 8, 2014, at 6:00 p.m.
  Presented by April Getchius, Town Manager

f. RESOLUTION NO. 22, SERIES 2014, A Resolution Adopting a Model Service Plan for Special Districts, a Form Intergovernmental Agreement for Special Districts, and a Form Resolution Approving Special District Service Plans
  Presented by the Contracted Town Attorney

7. ADJOURNMENT
Town of Timnath
Regular Meeting Minutes
Tuesday, March 11, 2014, 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, March 11, 2014 at 6:01 p.m.

Present:
   a. Mayor Jill Grossman-Belisle
   b. Councilmember Bill Neal
   c. Councilmember Bryan Voronin

Absent:
   a. Councilmember Marty Chiaramonte
   b. Councilmember Paul Steinway

Also Present:
   a. April Getchius, Town Manager
   b. Milissa Peters, Town Clerk
   c. Gary White, Contracted Town Attorney
   d. Don Taranto, Contracted Town Engineer
   e. Brian Williamson, Contracted Town Planner
   f. Sherri Wagner, Police Chief
   g. Margaret Griffin
   h. Eric Sutherland

2. AMENDMENTS TO THE AGENDA:
   a. Item 6c was removed

3. PUBLIC COMMENT ON NON-AGENDA ITEMS:
   a. Margaret Griffin of Fort Collins spoke to Council about the Boxelder Storm Water Authority.
   b. Eric Sutherland spoke to Council about the Boxelder Storm Water Authority.

4. CONSENT AGENDA:
   a. Approval of the February 25, 2014, Town Council Meeting Minutes
   b. Approval of the Check Register

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 - NONE

6. **ORDER OF BUSINESS:**
   a. **ORDINANCE NO. 4, SERIES 2014, SECOND READING, PUBLIC HEARING,** An Ordinance Approving a Franchise Agreement Between the Town of Timnath and Public Service Company of Colorado

   Mayor Grossman-Belisle opened the public hearing at 6:11 p.m.

   **Staff Comments:**
   - Ms. Getchius spoke to Council about the proposed ordinance.

   **Public Comments:**
   - Todd Anderson, 2655 N. 23rd Street, Boulder, of Xcel Energy spoke about working with the Town on the agreement.

   **Town Council Questions and Comments:** NONE

   Mayor Grossman-Belisle closed the public hearing at 6:11 p.m.

   **Councilmember Neal moved to approve ORDINANCE NO. 4, SERIES 2014, FIRST READING,** An Ordinance Approving a Franchise Agreement Between the Town of Timnath and Public Service Company of Colorado. **Councilmember Voronin seconded the motion.** The motion passed unanimously by voice vote.

   b. **RESOLUTION NO. 1, SERIES 2014,** A Resolution Approving the Timnath IGA with the Colorado Information Sharing Consortium

   **Staff Comments:**
   - Ms. Wagner spoke to Council about the proposed resolution.

   **Councilmember Voronin moved to approve RESOLUTION NO. 19, SERIES 2014,** A Resolution Approving the Timnath IGA with the Colorado Information Sharing Consortium. **Councilmember Neal seconded the motion.** The motion passed unanimously by voice vote.

   c. **REMOVED - 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.”
7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 6:13 p.m.


TOWN OF TIMNATH

_____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_____________________________________
Milissa Peters, Town Clerk
1. **Old Town Improvement Project / Offsite Sewer**
   a. Construction started 3/3. Due to existing utilities, work was slow in the intersection of River Pass Rd & Three Bell Pkwy, but has progressed well since getting past the intersection.
   b. As of 3/15, the intersection of River Pass Rd & Three Bell Pkwy is open to traffic. It has a temporary gravel surface until the intersection and River Pass Rd west of Three Bell Pkwy can be paved at the same time. This is currently anticipated for late April.

2. **Riverbend Infrastructure**
   a. Plans have been approved by the District. Final pricing has been received from the contractor for review.

3. **Development Construction Activities**
   a. Timnath South Phase 4 (remainder) – Curb, gutter, and sidewalk are complete for the first phase. A portion of 2 streets were able to get bottom lift of asphalt and therefore Substantial Completion allowing for the issuance of building permits. **Underground utility work of unpaved areas has continued throughout the winter. Concrete and asphalt for the streets will begin as spring weather allows (late March).**
   b. Timnath South Community Center – Building construction is underway.
   c. Timnath Ranch 1st – Top lift of asphalt for Phase 1 is anticipated to begin March 20th which will allow for Initial Acceptance by the Town and issuance of Certificates of Occupancy.
   d. Harmony Club – Overlot grading complete. Foundation construction activities proceeding

4. **2014 Road Repair Program**
   a. Road damage on CR 1 and 40 will continue to be patched with temporary materials until it is warm enough this spring to repair. Bids are being submitted for repairs/chip seal to Prospect Rd., CR 40, and CR 1, as well as potential crack seal of Three Bell Parkway.

5. **Weitzel Street/Costco Site**
   a. Sanitary sewer installation complete (on and off site). Water lines currently being installed in Weitzel to allow Storm Sewer installation in Weitzel to begin. Site over excavation and structural fill activities progressing.

6. **River Pass Rd – Gravel Section over RR tracks**
   a. Bids and schedule have been requested for a couple of contractors for the regrading of this section of road. Work will be done as soon as possible after the bids have been received and reviewed.
**TOWN COUNCIL COMMUNICATION**

**Meeting Date:**
March 25, 2014

**Item:**
Community Development Report

**Presented by:**
Matt Blakely

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<tr>
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<th>Resolution</th>
<th>Discussion</th>
<th>For Information</th>
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**KEY POINTS/SUPPORTING INFORMATION:**

1. **Issued Building Permits:**
   - 2011 Single-Family Residential Total = 132
   - 2012 Single-Family Residential Total = 141
   - 2013 Single-Family Residential Total = 166
   - **2014 Single-Family Residential February = 16**
   - **2014 Single-Family Residential MTD = 2**
   - **2014 Single-Family Residential YTD (1/1/14 to 03/14/14) = 32**

2. **Current Development Actions:**
   a. **NoCo Storage Site Plan:** This application is for a site plan and administrative plat. The administrative plat is to remove interior lot lines, creating one large lot. The site plan application is for 46,150 sf of self storage units on a 3.1 acre site. A conditional use was previously approved and development will conform with the stipulations listed in those documents. This is located at Lots 4, 5, and 6, Block 1 Timnath Ranch Subdivision 4th Filing, 4925, 4949, and 4973 Goodman Street. The applicant has submitted the administrative plat and site plan documents to the Town and they are currently being reviewed by staff.
   b. **Wildwing Replat E:** This application is for an administrative plat to make small adjustments in a few of the building envelopes for the Wildwing Patio homes. This is currently under review by staff and referral agencies.

3. **Projects:**
   a. **Land Use Code Update:** Staff continues to review draft language and will be meeting with the Orion Planning Group in the upcoming months.
   b. **Timnath South Park:** Staff held a Community Open House meeting on March 19, 2014. Staff is analyzing the input from the community and will begin preliminary design work in the upcoming months.
   c. **Harmony Median Landscape Improvements:** Staff is beginning to develop landscape concepts for the Harmony Road Medians.
   d. **Weitzel Median Landscape Improvements:** Staff is beginning to develop landscape concepts for the Weitzel Street Medians.
   e. **Gateway Park:** Staff is beginning work on the design for the Gateway Park located next to Wal-Mart. Staff is also working with the Colorado Parks and Wildlife Department to discuss the stocking and management of fish for the pond.
   f. **Fishing is Fun Grant:** Staff has submitted the Fishing is Fun Grant to the Colorado Parks and Wildlife Department and is awaiting notification of a decision.

**ATTACHMENTS:**
1. Building Department Statistics
MEMORANDUM

TO: Timnath Town Council

FROM: Matt Blakely, Town Planner
       Sherry Snyder, Building Permit Technician

RE: Timnath Single-Family Building Permits - YTD 03/14/14

DATE: March 19, 2014

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Foundation Only Permit-3
Modular Home-1
Commercial-2

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Foundation Only Permit | 3 |
Modular Home | 1 |
Commercial | 2 |
### Meeting Date:
3/25/2014

### Item: February 2014 Law Enforcement Update

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<tr>
<th>Presented by:</th>
<th>Sherri Wagner</th>
<th>For Information</th>
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1. Chief’s Meeting/tour of new jail holding facility
2. Updated hiring process
3. New SXO registration and entry into NCIC CC systems
4. Bethke 5K meeting with parent sponsors
5. CPR/First Aid training
6. Firearms Training and Qualification
7. Taser Instructor Training (2 days) (CEW)
8. Advanced Supervision and Leadership Seminar (2 Days)
9. Begin policy manual updates for CEW and Internal Affairs
10. Concluded multi-agency prescription fraud investigation – no charges filed from Timnath, acts occurred elsewhere
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<th>Feb-14</th>
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<td>Assist Other</td>
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<td>Directed Patrol/School/Extra</td>
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<td>Follow-up</td>
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<td>Emergency Operation Plan</td>
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### LCSO ASSIGNED CASES

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<td><strong>Total</strong></td>
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<tr>
<td>Meeting Date: 3/25/14</td>
<td>Item: Town Manager’s Update</td>
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<td>Presented by: April D. Getchius, AICP, Town Manager</td>
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**KEY POINTS/SUPPORTING INFORMATION:**

- The CML Annual Conference will be June 17 through June 20 in Breckenridge. Please let me know if you’d like to attend and we will make reservations for you.
- Stephanie Price, Administrative Assistant’s last day with the Town of Timnath is March 26, 2014. Please join me in wishing Stephanie the best in her future.
- Town Manager has met with the Poudre Fire Authority and will be bringing forward an amendment to the PFA Intergovernmental Agreement in the next few months.
- Town Manager has met with the new Poudre School District Superintendent. It was simply an introductory meeting as both of us are new.
- A Town Council Candidate Forum was held on 3/20/14 to introduce the four council candidates: Bryan Voronin, Aaron Pearson, Ed Seier and Charlie Snider.
- I will be participating in a county-wide Tax Increment Financing (TIF) committee organized by Larimer County. Along with the city managers of Fort Collins and Loveland and other agencies, we will be discussing the use of TIF’s in Larimer County.
EXECUTIVE SUMMARY: The Town of Timnath leases Timnath Reservoir for recreation uses. The attached resolution will approve new rules and permitted uses for the Timnath Reservoir, including those for motorized and non-motorized boating.

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution and policy.

KEY POINTS/SUPPORTING INFORMATION:
- Improvements were made in 2013 that created parking and better access to the existing boat ramp.
- The attached policy allows for motorized and non-motorized boating and limited water sports.
- The attached policy limits access to Timnath Reservoir for recreational purposes to Timnath residents and their guests.

ADVANTAGES: The reservoir would be used for expanded recreational purposes for our residents.

DISADVANTAGES: Enforcement would be limited to State wild life officer, Larimer County Sheriff’s Office, and Town police.

FINANCIAL IMPACT: Increased use may result in increased maintenance costs, some of which will be off-set by the fee structure.

RECOMMENDED MOTION: I move approval of Resolution No. 20, Series 2014 entitled “A Resolution Approving a Town of Timnath Policy.”

ATTACHMENTS: 1. Resolution
               2. Timnath Reservoir Use Policy.
A RESOLUTION APPROVING A TOWN OF TIMNATH POLICY

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 that provide guidance to staff and future decision makers regarding the management of the Town's matters; and

WHEREAS, the Town Council has determined that the attached policy 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:

The Town Council hereby adopts the attached policy and directs the Town Manager to place them into effect immediately.


TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, Town Clerk
SUBJECT: Timnath Reservoir Use

ISSUE DATE   EFFECTIVE DATE
________, 2014    __________, 2014

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 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) 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 affixed to the right side of the boat. Permits are non-transferable and non-refundable. The permit holder is accountable for the actions of the boat driver. The permits may also list additional residents of the permit holder's household who may operate the boat. The permit holder or an additional named household resident must be on-board at all times while the boat is being operated on Timnath Reservoir.
      1. The Town will issue fifty (50) 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 $450 per year. Limit one permit type 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.

   ii. 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.
      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 Friday through Monday from 7:00 a.m. to 7:00 p.m. No boating, however, is allowed before dawn or after sunset.
   iv. Shore access is allowed 6:00 a.m. to sunset.
   v. No littering.
vi. Dogs on leashes are permitted. Owners must cleanup dog waste.

vii. No four wheel or other recreational vehicles (other than bicycles) 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.

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 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. Horsepower of motors is limited to 350.

iii. The speed limit for Timnath Reservoir is 40 mph.

iv. All motorized boats must remain outside designated markers/buoys and 200 feet from shoreline with homes unless docking.

v. No motorized boat shall launch from any point other than the boat dock.

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

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

viii. 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.

ix. 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.

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

xi. Due to water level fluctuations, please watch for debris.

xii. 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.

xiii. All boat travel will be in a counterclockwise rotation.
xiv. 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.

xv. 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.

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

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 immediately 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 flotation 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.

_________________  ___________________  ___________________
_________________  ___________________  ___________________

FOR MOTORIZED/NON-MOTORIZED with ENGINE and SAILBOATS:

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

Horsepower: ___________________________  On File (staff initial): _______________________

FEES FOR 2014 SEASON PERMIT:
Non-Motorized (annual): $25
Motorized Boats (annual): $450

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, for the period
  (time)_________until_________on this_________day of____________
  (Start time) (End time)          (Date)     (Month and 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
TOWN COUNCIL COMMUNICATION

Meeting Date: March 25, 2014

Item: A Resolution Authorizing The Town Manager’s Extension Of The Intergovernmental Agreement With The City Of Fort Collins

Presented by: April D. Getchius, AICP Town Manager

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<th>Ordinance</th>
<th>Resolution</th>
<th>Discussion</th>
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EXECUTIVE SUMMARY:
The Town of Timnath representatives and the City of Fort Collins representatives have met several times since the extension of the IGA deadline to March 31, 2014. Although we are working diligently toward a final agreement, we will not complete it then. Both parties have agreed to extend it to May 15, 2014. The agreement authorizes the Town Manager to execute an extension upon the approval of a Town Council resolution.

STAFF RECOMMENDATION:
Staff recommends approval of the attached Resolution.

KEY POINTS/SUPPORTING INFORMATION:
- On February 12, 2013 the Town Council approved “An Ordinance Approving the Fifth Amendment to the February 17, 2009 Intergovernmental Agreement Entered into Between the Town of Timnath and the City of Fort Collins” with an obligation to come to agreement on grown management areas (GMA’s) by August 12, 2013.
- On August 13, 2013, the Town Council approved a resolution authorizing the agreement’s extension to December 1, 2013 and again extended the deadline to March 31, 2014.
- The staffs of both the Town and the City agree that although progress is being made, additional time is needed.
- The Town Manager’s authorization to extend the deadline requires approval of the Town Council.

ADVANTAGES:
Extension of the expiration date provides additional time for staffs to finalize the GMA agreement.

DISADVANTAGES:
None.

FINANCIAL IMPACT:
None.

RECOMMENDED MOTION:
I move approval of Resolution No. 21, Series 2014 entitled A Resolution Authorizing the Town Manager’s Extension of the Intergovernmental Agreement with the City Of Fort Collins.

ATTACHMENTS: 1. Resolution
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 21, SERIES 2014

A RESOLUTION AUTHORIZING THE TOWN MANAGER’S EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FORT COLLINS

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

WHEREAS, the Council, on February 12, 2013 approved Ordinance No. 1, Series 2013 entitled “An Ordinance Approving the Fifth Amendment to the February 17, 2009 Intergovernmental Agreement Entered into Between the Town of Timnath and the City of Fort Collins”, hereinafter referred to as the IGA Amendment #5; and

WHEREAS, the Town Council extended the term of that agreement to December 1, 2013; and

WHEREAS, there are ongoing discussions with the City of Fort Collins toward a finalized agreement but it will not be complete by December 1, 2013; and

WHEREAS, the IGA Amendment #5 also authorizes an officer or employee of Timnath to execute an extension as authorized by motion or resolution.

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

Section 1. Repeal

The Town Council hereby authorizes the Town Manager’s approval of an extension of the IGA Amendment #5 to May 15, 2014.


TOWN OF TIMNATH, COLORADO

_________________________________________________________
Jill Grossman-Belisle, Mayor
ATTEST:

__________________________
Milissa Peters, Town Clerk
TIMNATH COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date: 3/25/14</th>
<th>Item: Timnath 2012 International Fire Code Adoption</th>
<th>Ordinance √</th>
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<td>Discussion</td>
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Presented by: Safebuilt

EXECUTIVE SUMMARY: Safebuilt staff have worked with the Poudre Fire Authority and other jurisdictions to update the Timnath’s Fire Code which is based on the 2012 International Fire Code with selected changes. Update of the Town code to include these changes will better assure resident and firefighter safety.

STAFF RECOMMENDATION: Staff recommends approval of this Ordinance.

KEY POINTS/SUPPORTING INFORMATION: In April of 2013 the Town of Timnath adopted all 2012 Building, Mechanical and Plumbing codes and the 2009 International Energy Conservation Code. These family of codes work together to provide the minimum requirements to safeguard the public health, safety and general welfare through structural strength, stability, sanitation, energy conservation and safety to life and property. The 2012 International Fire Code provides these same minimum requirements as well as provisions for fire fighter safety and emergency responders.

ADVANTAGES: By adopting the 2012 International Fire Code, the provisions will remain consistent and sync with all other code sections currently adopted. The International Fire Code provides regulations to protect properties from the hazards of fire, explosions or dangerous conditions in new and existing buildings. The International Fire code along with the currently adopted International Codes assures regulations are enforceable to provide a safe environment for the citizens of Timnath.

DISADVANTAGES: None.

FINANCIAL IMPACT: None

RECOMMENDED MOTION: I recommend approval of Ordinance No. 5, Series 2014, An Ordinance Amending Chapter 18, Article 5, of the Town Code.

ATTACHMENTS: Ordinance.

Whereas, the Town of Timnath Town Council has heretofore by ordinance adopted the International Fire Code, 2006 Edition, for application in the Town of Timnath within the Poudre Valley Fire Protection District in Larimer County; and

Whereas, the Board of Directors of the Poudre Fire Authority and the Board of Directors of the Poudre Valley Fire Protection District has requested that the Town of Timnath Town Council adopt an ordinance making the International Fire Code, 2012 Edition with amendments, applicable to the Town of Timnath within the Poudre Valley Fire Protection District in Larimer County; and

Whereas, the Town of Timnath Town Council has authority to adopt certain uniform codes by reference, including the subject 2012 International Fire Code, pursuant to the provisions of CRS 31-16-201, et. seq., and

Whereas, in compliance with CRS 31-16-203, notice of a public hearing on the proposed adoption of the 2012 International Fire Code was published twice in a newspaper of general circulation in the Town of Timnath, fifteen and eight days preceding the hearing, respectively.

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

Section 1. International Fire Code Adopted.

Chapter 18, Article 5.1 of the Timnath Town Code is hereby repealed and reenacted to read as follows.


Pursuant to the authority conferred by Article II, Section 7 of the Charter and by Section 31-16-201 et seq., C.R.S., there is hereby adopted by reference as the fire code of the town, for the purposes of safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, International Fire Code, 2012 Edition, as promulgated by the International Code Council. Except as any portion of this fire code is herein after added to, deleted, modified or amended in this Chapter, this fire code shall include all articles and appendices in the International Fire Code, 2012 Edition. Not less than three (3) copies of this fire code shall be on file in the office of the Fire Marshal and may be inspected at regular business hours and purchased from the Fire Prevention Bureau at a price not to exceed ninety seven dollars ($97.00) per copy. The provisions of this fire code shall be controlling within the limits of the Town of Timnath.
Section 2 Amendments

Chapter 18, Article 5.2 is hereby repealed and reenacted to read as follows:

18.5.2: Amendments, additions, and deletions.

The following articles, sections, divisions, subsections and appendices of the International Fire Code, 2012 Edition, are hereby added, amended, deleted and renumbered, except as noted, to read as follows:

(1) **Section 101.1** is amended to read as follows:

“101.1 Title. These regulations shall be known as the Fire Code of the Town of Timnath, hereinafter referred to as ‘this code’.”

(2) **Section 103.4 and 103.4.1** is amended to read as follows:

“103.4 Liability. The fire code official, officer or employee charged with the enforcement of this code, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or omission occurring during the performance of their duties and within the scope of their employment, unless such act or omission is willful and wanton, as provided in the Colorado Governmental Immunity Act, CRS Section 24-10-101 et seq."

“103.4.1 Legal defense. Any suit instituted against any officer or employee because of an act or omission performed by that officer or employee during the performance of his or her duties and within the scope of his or her employment, unless such act or omission is willful and wanton and under the provisions of this code shall be defended, consistent with the Colorado Governmental Immunity Act, CRS Section 24-10-101 et seq., by the legal representative of the jurisdiction until the final termination of the proceedings. The fire code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of fire prevention, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.”

(3) **Section 108.1** is deleted and readopted for the Town Code to read as follows:

“108.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals to be known as the Fire Board of Appeals. The members of the Town of Timnath Board of Appeals shall constitute the Fire Board of Appeals. The fire code official shall be an ex officio member of the Fire Board of Appeals, but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with duplicate copies to the fire code official and the Town Clerk.”
(4) **Section 108.3** is deleted in its entirety.

(5) **Section 109.4** is amended to read as follows:

“**109.4 Violations and penalties.** Any person convicted of violation of this Article shall be punished by a fine of not more than one thousand dollars ($1,000.00), or by imprisonment for a period not exceeding one (1) year, or both such fine and imprisonment; provided, however, that no person under the age of eighteen (18) years shall be subjected to imprisonment for violation of this Article. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Article is committed, continued or permitted by any such person and shall be punished accordingly.”

(6) **Section 109.5** is hereby added to read as follows:

“**109.5 Work commencing before permit issuance.** In addition to penalties set forth in Section 109.4, any person or firm who, before obtaining the necessary permit(s), commences any construction of, or work on, a building, structure, fire protection system, fire alarm system, fire extinguishing system that is not otherwise exempted from obtaining a permit, shall be subject to a processing and penalty fee in addition to the standard prescribed permit fee. Such additional fee shall be equal to the permit fee, except that such fee shall not be less than $50 nor more than $1,000 for the first such violation. A person or firm committing the same such violation repeatedly is subject to processing and penalty fees equal to double the amount of the permit fee or double the amount of the preceding violation, whichever is greater, for every same such subsequent violation committed thereafter within any 180-day period.”

(7) **Section 202, Definitions,** is hereby amended in the following respects:

A definition of "**FIRE-CONTAINMENT AREA**" is hereby added, to read in its entirety as follows:

**"FIRE CONTAINMENT AREA" is a portion of a story or basement which is totally enclosed by not less than one-hour fire-resistive construction and as prescribed in Section 708, entitled ‘Fire Partitions’ and Section 709, entitled ‘Smoke Barriers’ of the International Building Code as adopted by the Town of Timnath.**

Openings other than doors and ducts shall be protected as specified in Section 716 of the International Building Code as adopted by the Town of Timnath and shall be limited to a maximum of 25 percent of any one (1) wall. Self-closing devices may be used in place of automatic closing devices on doors unlikely to be fixed open during normal conditions. Examples are doors at toilet rooms, closets and small storage rooms and similar areas.”

(8) **Section 307.2.2** is hereby added to read as follows:

“**307.2.2 Time and Atmospheric Restrictions.** Open burning shall only be performed when time and atmospheric conditions comply with the limits set forth in the Open Burning Permit.”
(9) Section 507.2 is hereby amended to read as follows:

“507.2 Type of water supply. A water supply shall consist of pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required sustainable fire flow.”

(10) Section 605.11.3.2.1 is hereby amended to read as follows:

“605.11.3.2.1 Residential buildings with hip roof layouts. Panels/modules installed on residential buildings with hip roof layouts shall be located in a manner that provides a 3-foot-wide (914 mm) clear access pathway from the eave to the ridge on each roof slope where panels/modules are located.”

Exceptions:

1. These requirements shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.
2. These requirements shall not apply to roofs where each panel/module array area on the roof is 1,000 square feet (92.90 m²) or less in size, no continuous section of panels/modules is larger than 150 feet in length or width, a clear access pathway of not less than 12-inch-width is provided along each side of all horizontal ridges, and a clear access pathway of not less than 30-inch-width is provided from the eave to the ridge of one roof slope where panels/modules are located.
3. These requirements shall not apply to roofs where each panel/module array area on the roof is 1,000 square feet (92.90 m²) or less in size, no continuous section of panels/modules is larger than 150 feet in length or width, a clear access pathway of not less than 12-inch-width is provided along each side of all horizontal ridges, and, where panels/modules are to be placed on both sides of a hip, a clear access pathway of not less than 18-inch-width is provided along each side of such hip.

These requirements shall not apply to roofs where the total combined area of solar array does not exceed 33% as measured in plan view of the total roof area of the structure.

(11) Section 605.11.3.2.2 is hereby amended to read as follows:

“605.11.3.2.2 Residential buildings with a single ridge. Panels/modules installed on residential buildings with a single ridge shall be located in a manner that provides two, 3-foot-wide (914 mm) clear access pathways from the eave to the ridge on each roof slope where panels/modules are located.”

Exceptions:

1. This requirement shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.
2. This requirement shall not apply to roofs where each panel/module array area on the roof is 1,000 square feet (92.90 m²) or less in size, no continuous section of panels/modules is larger than 150 feet in length or width, and a clear access pathway of not less than 12-inch-width is provided along each side of the horizontal ridge provided that:
   a. The total combined area of solar array does not exceed 33% as measured in plan view of the total roof area of the structure; or
b. A 30-inch-wide clear access path is provided from the eave to the ridge of a roof slope where panels/modules are located.

(12) **Section 605.11.3.2.3** is hereby amended to read as follows:

"**605.11.3.2.3 Residential buildings with roof hips and valleys.** Panels/modules installed on residential buildings with roof hips and valleys shall be located no closer than 18 inches (457 mm) to a hip or a valley where panels/modules are to be placed on both sides of a hip or valley where panels/modules are to be placed on both sides of a hip or valley. Where panels are to be located on only one side of a hip or valley that is of equal length, the panels shall be permitted to be placed directly adjacent to the hip or valley. In addition, a 12-inch-wide clear access pathway shall be provided along each side of any horizontal ridge."

**Exceptions:**

1. This requirement shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.
2. These requirements shall not apply to roofs where a 30-inch-wide clear access pathway is provided from the eave to the ridge as well as 12-inch-wide clear access pathways along each side of any horizontal ridge.

(13) **Section 605.11.3.2.5** is hereby amended to read as follows:

"**605.11.3.2.5 Pathways.** All access pathways required under this Section 605.11.3.2 shall be provided in a structurally strong location on the building capable of supporting the live load of firefighters accessing the roof."

(14) A new definition of "**FIRE-CONTAINMENT AREA**" is hereby added to **Section 702, Definitions**, to read in its entirety as follows:

**“FIRE CONTAINMENT AREA** is a portion of a story or basement which is totally enclosed by not less than one-hour fire-resistive construction and as prescribed in Section 709, entitled ‘Fire Partitions’ and Section 710, entitled ‘Smoke Barriers’ of the International Building Code as adopted by the Town of Timnath.

Openings other than doors and ducts shall be protected as specified in Section 716 of the International Building Code as adopted by the Town of Timnath and shall be limited to a maximum of 25 percent of any one (1) wall. Self-closing devices may be used in place of automatic closing devices on doors unlikely to be fixed open during normal conditions. Examples are doors at toilet rooms, closets and small storage rooms and similar areas."
(15) *Table 903.1 Maximum Allowable Fire Containment* is hereby added as follows:

**TABLE 903.1**
MAXIMUM ALLOWABLE FIRE-CONTAINMENT AREA  
(IN SQUARE FEET)

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<th>Types of Construction</th>
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</tr>
</tbody>
</table>

NP = Not Permitted

**EXCEPTION:**

S2 Open parking garages in accordance with Section 406.5.

(16) *Section 903.2 Where required,* is hereby amended by adding a second exception to read as follows:

“2. Except for Group R Occupancies an automatic sprinkler system shall be installed in all buildings which are not divided into fire containment areas as specified in Table 903.1.”

(17) *Section 903.2.11.1.3 Basements* is hereby amended to read as follows:

“903.2.11.1.3 Basements. Where any portion of a basement is located more than 75 feet (22,860 mm) from openings required by Section 903.2.11.1, or where walls, partitions or other obstructions are installed that restrict the application of water from hose streams, the basement shall be equipped throughout with an approved automatic sprinkler system.”

(18) *Section 904.11.6.4,* is hereby amended to read as follows:

“904.11.6.4 Existing automatic fire extinguishing systems. Where changes in the cooking media, positioning of cooking equipment or replacement of cooking equipment occur in existing commercial cooking systems, the automatic fire extinguishing system shall be required to comply with the applicable provisions of Sections 904.11 through 904.11.4.”

(19) *Section 907.8.6,* is hereby amended to read as follows:

“907.8.6 Excessive False Alarms. An excessive number of false alarms shall be defined as two (2) alarm activations for a fire alarm system within a 60 (sixty) day period provided that any such activations are not the result of a cause reasonably beyond the
control of the owner, tenant or operator of the building. In the event of an excessive number of false alarms, the fire code official may order the building owner, tenant or operator of the building, or party responsible for the building to take reasonable actions necessary to prevent false alarms. These actions may include: repair or replacement of the faulty alarm components, addition of tamper proof devices, modification of system design, and repair of other building components which affect alarm system performance. The fire code official may also require the building owner, tenant or operator or party responsible for the building to obtain an approved maintenance contract with a qualified fire alarm maintenance technician as required by NFPA 72 to provide continuous maintenance service of the system."

(20) **Section 1013.2** is amended by adding a second paragraph before the exceptions as follows:

“All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914.4 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier.”

(21) **Section 1029.5.1** is amended by the addition of the following paragraphs:

“For all building permits issued after the effective date of Ordinance (1997 UBC Adoption), all escape and rescue windows requiring a window well pursuant to the International Building Code shall comply with the dimension requirements set forth in this section, whether or not said escape or rescue window is located in a sleeping room.

With regard to building permits issued prior to the effective date of Ordinance (1997 UBC Adoption) for additions to or alterations of existing buildings or structures, any window well with a finished sill height below adjacent ground level shall be deemed in compliance with the Towns regulations if said window well meets the dimensions set forth in the 1991 Edition of the Uniform Building Code, previously in effect in the town.”

(22) **Section 5601.1.3 Fireworks**, is hereby amended to read as follows:

“5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.”

**Exceptions:**

1. Storage and handling of fireworks as allowed in Section 5604.
2. The use of fireworks for display as allowed in Section 5608.

(23) **Appendix A** is deleted in its entirety:
Appendix B is hereby deleted in its entirety and readopted to read as follows:

APPENDIX B
FIRE-FLOW REQUIREMENTS FOR BUILDINGS

SECTION B101 GENERAL

“B101.1 Scope. The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings.”

SECTION B102 DEFINITIONS

“B102.1 Definitions. For the purpose of this appendix, certain terms are defined as follows:

FIRE-FLOW. The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for firefighting.

FIRE-FLOW CALCULATION AREA. The floor area, in square feet (m²), used to determine the required fire flow.”

SECTION B103 MODIFICATIONS

“B103.1 Decreases. The fire chief is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.”

“B103.2 Increases. The fire chief is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.”

“B103.3 Areas without water supply systems. For information regarding water supplies for firefighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the International Wildland-Urban Interface Code.”

SECTION B104 FIRE-FLOW CALCULATION AREA

“B104.1 General. The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Section B104.3.”

“B104.2 Area separation. Portions of buildings which are separated by fire walls without openings, constructed in accordance with the International Building Code, are allowed to be considered as separate fire-flow calculation areas.”
“B104.3 Type 1A and Type 1B construction. The fire-flow calculation area of buildings constructed of Type 1A and Type 1B construction shall be the area of the three largest successive floors.”

Exception:

Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor

SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

“B105.1 One- and two-family dwellings. The minimum fire-flow requirements for one- and two-family dwellings shall be 1,000 gallons per minute in urban areas and 500 gallons per minute in rural areas.”

Exception:

A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.

“B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.”

Exception:

A reduction in required fire-flow of up to 75 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.

<table>
<thead>
<tr>
<th>APPLICATION</th>
<th>FIRE FLOW REQUIREMENTS (gpm)</th>
<th>SPACING BETWEEN HYDRANTS (feet)</th>
<th>MAXIMUM DISTANCE FROM ANY POINT ON A STREET OR ROAD FRONTAGE TO A HYDRANT (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>1500</td>
<td>600</td>
<td>300</td>
</tr>
<tr>
<td>Urban Residential</td>
<td>1000</td>
<td>800</td>
<td>400</td>
</tr>
<tr>
<td>Rural Residential</td>
<td>500</td>
<td>800</td>
<td>400</td>
</tr>
</tbody>
</table>
SECTION B106 REFERENCED STANDARDS
ICC IBC—12 International Building Code B104.2, Table B105.1
ICC IWUIC—12 International Wildland-Urban Interface Code B103.3
NFPA 1142—12 Standard on Water Supplies for Suburban and Rural Fire Fighting B103.3

(25) Appendix C is hereby deleted in its entirety and readopted to read as follows:

SECTION C101 GENERAL

“C101.1 Scope. Fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, hereafter constructed.”

SECTION C102 LOCATION

“C102.1 Fire hydrant locations. Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets.”

SECTION C103 NUMBER OF FIRE HYDRANTS

“C103.1 Fire hydrants available. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table B105 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.”

SECTION C104 CONSIDERATION OF EXISTING FIRE HYDRANTS

“C104.1 Existing fire hydrants. Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads.”

SECTION C105 DISTRIBUTION OF FIRE HYDRANTS

“C105.1 Hydrant spacing. The average spacing between fire hydrants shall not exceed that listed in Table B105.”

Exception:

The fire chief is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.

Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building are within the distances listed in Table B105."
(26) Appendix D is hereby deleted in its entirety and readopted to read as follows.

APPENDIX D
FIRE APPARATUS ACCESS ROADS

SECTION D101 GENERAL

“D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the International Fire Code.”

SECTION D102 REQUIRED ACCESS

“D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds (36,287 kg).”

“D102.2 Access road construction. All access roadways must be all weather driving surfaces capable of supporting fire apparatus. Surface shall be asphalt, concrete, or compacted road base.

a. Compacted road base or chip shall only be used for a temporary emergency access. Temporary access shall be available as long as the site is under construction. Thereafter permanent fire lanes shall be accessible and unobstructed at all times.

b. All permanent points of access shall be hard decks consisting of asphalt or concrete designed to HS 20 or support 40 ton.

c. All required access roads must be installed and serviceable before aboveground construction begins.”

SECTION D103 MINIMUM SPECIFICATIONS

“D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm) exclusive of shoulders. (See Figure D103.1).”

“D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception:

Grades steeper than 10 percent as approved by the fire code official.”

“D103.3 Turning radius. The minimum turning radius shall be 25 feet inside radius and 50 feet outside radius.”
Figure D103.1

100' HAMMERHEAD
EMERGENCY ACCESS EASEMENT
(USE: PRIVATE PROPERTY ONLY)

100' DIAMETER
CUL-DE-SAC
FOR USE ON PUBLIC OR PRIVATE PROPERTY
"D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4."

**TABLE D103.4**

REQUiREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

<table>
<thead>
<tr>
<th>LENGTH (feet)</th>
<th>WIDTH (feet)</th>
<th>TURNAROUNDS REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-150</td>
<td>20</td>
<td>None required</td>
</tr>
<tr>
<td>151-660</td>
<td>20</td>
<td>100-foot hammerhead, 100-foot Cul-de-sac in accordance with Figure D103.1</td>
</tr>
<tr>
<td>Over 660</td>
<td>Special Approval Required</td>
<td></td>
</tr>
</tbody>
</table>

"D103.4.1 Second Point of Access Required. A second point of access shall be required when the primary access roadway exceeds 660 feet in length."

"D103.4.2 Third Point of Access Required. A third point of access will be required when any access road exceeds a distance of 1,320 feet (1/4 mile) in length."
“D103.4.3 Fourth Point of Access Required. A fourth point of access will be required when access road exceeds a distance of 2,640 feet (1/2 mile) in length.”
Note: Distances are measured as the hose would lay.”

“D103.4.4 Access location. Where two or more points of access are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line.”

“D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum gate width shall be 20 feet (6096 mm).
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools or when a key box containing the key(s) to the lock is installed at the gate location.
7. Gate design and locking device specifications shall be submitted for approval by the fire code official prior to installation.
8. Electric gate operators, where provided, shall be listed in accordance with UL325.
9. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.”

“D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required.”

Figure D103.6

| NO PARKING |
| FIRE LANE |

Figure D103.6
“D103.6.1 Roads 20 to 26 feet in width. Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.”

“D103.6.2 Roads more than 26 feet in width. Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a fire lane.”

SECTION D104 COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

“D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall provide fire apparatus access for each structure at least 30 feet in width.”

“D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross building area of more than 62,000 square feet (5760 m²) shall be provided with two separate and approved fire apparatus access roads.”

Exception:

Projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.

“D104.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.”

SECTION D105 AERIAL FIRE APPARATUS ACCESS ROADS

“D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.”

“D105.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 30 feet (7925 mm) in the immediate vicinity of any building or portion of building more than 30 feet (9144 mm) in height.”

“D105.3 Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building.”

“D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.”
SECTION D106 MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

"D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads."

Exception:

Projects having up to 200 dwelling units may have a single approved fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with approved automatic sprinkler systems installed in accordance with Section 903.3.1.1 or 903.3.1.2.

"D106.2 Projects having more than 200 dwelling units. Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system."

SECTION D107 ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS

"D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3."

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not exceed 30 dwelling units unless fire apparatus access roads will connect with future development, as determined by the fire code official.

SECTION D108 REFERENCED STANDARDS

ASTM F 2200—05 Standard Specification for Automated Vehicular Gate Construction
ICC IFC—12 International Fire Code
UL 325—02 Door, Drapery, Gate, Louver, and Window Operators and Systems, with Revisions through February 2006

(40) Appendix H is hereby adopted in its entirety.
(41) Appendix I is hereby adopted in its entirety.
(42) Appendix J is hereby deleted in its entirety.
Section 3. Code Revision

Because this Ordinance revises an article of the Municipal Code, minor changes such as format, numbering and other changes necessary to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 4. Severability

If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each part of parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.

Section 5. Penalty Clause

Any person or corporation who violates a provision of this Code or this Chapter or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of the Code or Chapter shall be subject to the penalties referenced in Chapter 1, Article 4: General Penalty of the Town of Timnath Municipal Code.

Section 6. Effective Date

This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON APRIL 8, 2014.

TOWN OF TIMNATH, COLORADO

____________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_______________________________
Milissa Peters, Town Clerk
# TOWN COUNCIL COMMUNICATION

<table>
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<th>March 25, 2014</th>
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<td>Item: EXECUTIVE SESSION:</td>
<td>“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.”</td>
</tr>
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</table>

**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
MEMORANDUM
ATTORNEY CLIENT PRIVILEGED

TO:        Timnath Town Council
FROM:      Town Attorney’s Office
RE:        Model Service Plan Summary
DATE:      March 21, 2014

This memorandum relates to efforts of the Town Attorney’s office to develop a “Model Service Plan” and highlights of the key provisions being proposed. The provisions of the Model Service Plan that are likely to be met with resistance from developers are highlighted in this memorandum and in the draft Model Service Plan.

Proposed Nonnegotiable Provisions:

- The maximum mill levy a district may impose for debt service and operations will be 50 mills. The 50 mills can be apportioned between debt service and operations at the discretion of the district.
- The debt service mill levy cap can be removed only after the debt to assessed ratio is 50% or less.
- A debt service mill levy may not be imposed on any residential property for more than 30 years after its initial imposition.
- Districts will be subject to financial review at the Town’s discretion. During the review, the district’s powers may be suspended.
- Covenant enforcement and design review will be provided by the districts.
- An intergovernmental agreement incorporating the restrictions in the service plan will be required in connection with the approval of the service plan.
- Districts are required to coordinate with the developer to provide a disclosure notice to purchasers.
- Capital fees are not to be imposed after a home is sold by the builder to a resident.
- Districts will not have the authority to issue debt before a subdivision improvement agreement has been approved by the Town.
- Eminent domain power is only allowed after entering into a separate intergovernmental agreement with the Town.

Proposed Negotiable Provisions:

- Districts are not allowed to own water rights unless by separate intergovernmental agreement.
- Districts are not allowed to provide service outside of their service area/boundaries without written consent from the Town Manager.
• Districts are required to maintain parks and trails within their boundaries and must enter into an intergovernmental agreement to maintain any other facilities.

- Conditional approval language that would suspend the Districts’ powers and authority if a court were to subsequently determine that any of the Districts’ obligations under the plan are unenforceable. The suspension on the Districts’ powers would be lifted at such time as the Districts’ and the Town agree to an amended service plan to address the issue raised by the court.

Once a Model Service Plan is approved several districts will likely request amendments to their service plans.
TOWN OF TIMNATH, COLORADO

RESOLUTION NO. ____, SERIES 2014

A RESOLUTION ADOPTING A MODEL SERVICE PLAN FOR SPECIAL DISTRICTS, A FORM INTERGOVERNEMENTAL AGREEMENT FOR SPECIAL DISTRICTS, AND A FORM RESOLUTION APPROVING SPECIAL DISTRICT SERVICE PLANS

WHEREAS, the Town Council of the Town of Timnath (the "Town"), pursuant to the provisions of its Charter and the Colorado Revised Statutes, has the power to adopt resolutions and policies; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., the Town has the authority to approve, disapprove, or conditionally approve service plans as submitted by the proponents of proposed special districts; and

WHEREAS, in order to provide certainty and predictability in the service plan approval process, the Town desires to adopt a model service plan (the "Model Service Plan"), attached hereto as Exhibit A, and form of intergovernmental agreement (the "District IGA"), attached hereto as an exhibit to the Model Service Plan; and

WHEREAS, the Town desires to require proponents of special districts to adhere to the Model Service Plan and District IGA; and

WHEREAS, the Town desires to adopt a form of resolution approving individual service plans (the "Approving Resolution"), attached hereto as Exhibit B; and

WHEREAS, the Town Council finds it to be in the best interest of the Town, its residents, and the general public to approve the Model Service Plan, IGA and Approving Resolution.

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

Section 1. Approval

The Town Council hereby approves the Model Service Plan, District IGA and Approving Resolution, 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.
Section 2. Staff Authorizations

A. The Town Council hereby authorizes Town staff to develop a policy and procedures for the submission of service plans and their review for proposed special districts, including establishment of an application and/or review fee, to be approved by Town Council by subsequent action.

B. The Town Council hereby authorizes Town staff to develop a policy and procedures for reviewing District IGAs, including establishing a District IGA review fee, to be approved by Town Council by subsequent action.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MARCH 25, 2014,

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

____________________________________________
Milissa Peters, Town Clerk
EXHIBIT A

MODEL SERVICE PLAN
[TOWN OF TIMNATH MODEL
MULTIPLE DISTRICT SERVICE PLAN]

MODEL SERVICE PLAN
FOR

___________ METROPOLITAN DISTRICT NOS. ___

TOWN OF TIMNATH, COLORADO

Prepared

by

[NAME OF PERSON OR ENTITY]
[ADDRESS]
[ADDRESS]

[DATE]
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I. **INTRODUCTION**

A. **Purpose and Intent.**

(i) **Conditional Approval.** The Town of Timnath has conditionally approved this Service Plan, the express conditions of such approval being as follows:

a. Each and every provision of this Service Plan is an integral part of the whole. In the event any court of competent jurisdiction finds any material provision hereof to be unenforceable, invalid, or otherwise not binding on the Districts in any manner, such shall constitute a failure of the conditional approval of the Town so that immediately upon the entry of such order, without requirement of any action on the part of the Town, all powers and authority of the Districts contained herein shall be deemed suspended until such time as the Districts submit to the Town an amended Service Plan and obtain approval thereof, which may be denied in the Town's sole and absolute discretion.

b. This Section I. A.(i) a., b. and c. shall be contained in the resolution of approval of this Service Plan adopted by the Town and shall be made an express condition of any court order and decree and shall be fully set forth therein. In the event this Service Plan postdates the issuance of any order and decree of the Districts, the Districts shall file a motion with the court seeking an amendment to the order and decree to include the conditional approval thereof as stated in this paragraph (i). Prior to submitting a proposed order and decree or amended order and decree to the court the Districts shall submit it to the Town for review and approval.

c. Any violation of this subsection (i) shall constitute a failure of the conditional approval hereof unless the Districts obtain a written waiver of such violation executed by the Town Manager.

(ii) **Enabling Authority.** It is the intention of the Town that this Service Plan grants authority to the Districts to construct some or all of the Public Improvements authorized herein. If the Districts elect not to provide certain of the Public Improvements, the Districts shall notify the Town in writing of such election whereupon the Town shall have 30 days to provide a letter to the Districts that such election does not constitute a material modification hereof or to otherwise advise the Districts of the obligation to seek a formal amendment to this Service Plan. If the Town determines that such election does not constitute a material modification hereof, the Districts shall submit a written modification of this Service Plan to the Town for administrative approval as a non—material modification whereupon the authority of the Districts to provide such Public Improvements shall be deemed stricken from this Service Plan. In all events, the Town and the Districts acknowledge that the Districts are independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan.

(iii) **General Purpose.** It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of
the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements and not to provide long term operations and maintenance of Public Improvements except as specifically authorized herein or in an intergovernmental agreement with the Town.

B. **Need for the Districts.**

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. **Objective of the Town Regarding Districts’ Service Plan.**

The Town’s objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Aggregate Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities for any trails and related amenities, or other Public Improvements not dedicated to another entity will be allowed subject to entering into an intergovernmental agreement with the Town.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt and for continuation of any operations approved in an intergovernmental agreement.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and which shall not exceed the Maximum Debt Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the Maximum Aggregate Mill Levy in amount and that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under
bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Subdivision Improvement Agreement or other process established by the Town for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time.

Board: means the board of directors of each District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which a District has promised to impose an ad valorem property tax mill levy, and/or collect Fee revenue.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

District: means any one of the Districts.

Districts: means District No. 1 and District Nos. ____, ____, ____ (fill in number of each District), collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant approved by the Town that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VI, which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be
incurred; and (iii) the estimated operating revenue derived from property taxes. In addition to the information in Section VI the Town may require additional financial forecasts and feasibility reports to support the Financial Plan.

Gallagher Adjustment: means, if, on or after January 1, 2014, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Aggregate Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map which depicts only property contained within the Project as outlined in the Approved Development Plan.

Inclusion Area Boundary Map: means the map attached hereto as Exhibit C-2, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as Exhibit C-1, describing the District’s initial boundaries.

Maximum Aggregate Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt, capital improvements administration, operations, and maintenance expenses as set forth in Section VI.C. below.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of operations as set forth in Section VI.C. below.

Project: means the development or property commonly referred to as __________.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act and listed on Exhibit F, except as
specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Boards of the Districts.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with the Town's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

TDA Intergovernmental Agreement: means the intergovernmental agreement with the Timnath Development Authority the form of which is attached hereto as Exhibit E. [if applicable]

Town: means the Town of Timnath, Colorado.

Town Code: means the Town Code of the Town of Timnath, Colorado.

Town Council: means the Town Council of the Town of Timnath, Colorado.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately ____ (__) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately ____ (__) acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit B. A map of the Initial District Boundaries is attached hereto as Exhibit C-1, and a map of the Inclusion Area Boundaries is attached hereto as Exhibit C-2. It is anticipated that the Districts' boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Section V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately ____ (__) acres of _________ land. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the
Financial Plan. The population of the Districts at build-out is estimated to be approximately _______ (___) people.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and limited operation and maintenance services within the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts shall operate and maintain all trails and related amenities within the Districts and the Inclusion Area Boundary pursuant to an intergovernmental agreement with the Town, which shall be executed at the first meeting of the Districts after approval of this Service Plan. Operational activities for other Public Improvements not dedicated to another entity are allowed subject to entering into an intergovernmental agreement with the Town allowing the Town to set minimum standards for maintenance. All parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge. Any Fee imposed by the Districts for access to recreation improvements owned by the Districts, other than parks and trails, shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the Districts to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the Districts’ determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. All operations and maintenance Fees and Fee increases shall be subject to review and approval by the Town.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.
3. **Television Relay and Translation Limitation.** The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town.

4. **Construction Standards Limitation.** The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The Districts will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. **Financial Advisor Certification.** Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

   We are [I am] an External Financial Advisor within the meaning of the Districts’ Service Plan.

   We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

6. **Inclusion Limitation.** The Districts shall not include within their boundaries any property outside the Inclusion Area Boundaries. The Districts shall not include within any of their boundaries any property inside the Inclusion Area Boundaries without advance notice to the Town.

7. **Exclusion Limitation.** The Districts shall include all property with the Inclusion Area by (Date) and shall not exclude from their boundaries thereafter any property within the Inclusion Area Boundaries which would result in the property not being within the boundaries of one of the Districts without the prior written consent of the Town. The Districts shall follow the procedure for exclusion of property as provided in Section 32-1-502. C.R.S.

8. **Overlap Limitation.** The boundaries of the Districts shall not overlap unless the aggregate mill levy of the overlapping Districts will not at any time exceed the Maximum Aggregate Mill Levy. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for the districts will not at any time exceed the Maximum Mill Levy.

9. **Initial Debt Limitation.** On or before the effective date of approval by the Town of an Approved Development Plan, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the
operating fund to the Debt service funds; nor (e) impose and collect any Fees used for the purpose of repayment of Debt. This requirement may be waived by administrative action of the Town.

10. **Total Debt Issuance Limitation.** The Districts shall not issue Debt in excess of ($___________).

11. **Fee Limitation.** The Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. Any operations and maintenance Fees and Fee Increases not specifically listed herein shall be subject to review and written approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of an operations and maintenance Fee or Fee Increase within thirty (30) days of receipt of a written request, the Town shall be deemed to have waived its approval authority with respect to the requested operations and maintenance Fee or Fee Increase. Any operation and maintenance Fee imposed without approval as set forth herein shall constitute a material departure from the Service Plan. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from owners of Taxable Property owned or occupied by an End User, which has the effect, intentional or otherwise, of creating a direct capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this section related to capital fees charged to End Users shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. **Monies from Other Governmental Sources.** The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. **Consolidation Limitation.** The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with District No. ____.

14. **Bankruptcy Limitation.** All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Operations Mill Levy, Maximum Mill Levy, Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

   (a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

   (b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S.
Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment. The filing of any bankruptcy petition by the Districts shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the conditional approval of this Service Plan.

15. **Water Rights/Resources Limitation.** The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources except as otherwise provided pursuant to an intergovernmental agreement with the Town. [add to IGA if applicable]

16. **Extraterritorial Service/Improvements Limitation.** The Districts shall not provide any extraterritorial service or public improvements without Town consent, which may be obtained administratively, in writing, from the Town Manager. [add to IGA if applicable]

17. **Eminent Domain Limitation.** The Districts shall be authorized to utilize the power of eminent domain after entering into a written agreement with the Town.

18. **Covenant Enforcement/Design Review.** The Districts shall provide all community functions authorized by covenants, conditions and restrictions including the Covenant Enforcement and Design Review Services for the Project, unless otherwise provided pursuant to an intergovernmental agreement with the Town. [add to IGA if applicable]. The Districts shall not impose assessments to fund Covenant Enforcement and Design Review Services, but the Districts shall be authorized to impose Fees to defray the costs of such Services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services.

19. **Financial Review.** The Town shall be permitted to conduct periodic reviews of the financial powers of the Districts in the service plan at its discretion, including more frequently than the so-called “quinquennial” review contemplated by CRS Section 32-1-1105.5. As a result of that review, the Town may limit the ongoing financial powers of the Districts the same manner as it could have limited such powers upon review and approval of the original or any amended service plan of the Districts. [may suggest standard of review]

B. **Service Plan Amendment Requirement.**

This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-19 above or in VI.A-1. shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.
C. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within and without the boundaries of the Districts as set forth on Exhibit F, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately ______________ Dollars ($_______).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town, or any other appropriate entity providing a service the Town does not provide, and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

D. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an intergovernmental agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed ______________ Dollars ($_______) and shall be permitted to be issued on a schedule and in such year or years as the Districts determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, subject to the limits in this Service Plan. In addition to the information in this Section VI, the Town may require additional financial forecasts and feasibility reports.
B. **Maximum Voted Interest Rate and Maximum Underwriting Discount.**

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. **Maximum Mill Levies.**

1. The Maximum Debt Mill Levy shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be fifty (50) mills. If there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. The Maximum Operations and Maintenance Mill Levy shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of administration, operations, maintenance, and capital costs, and shall be fifty (50) mills. If there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

3. **The Maximum Aggregate Mill Levy shall be the maximum mill levy a District is permitted to impose upon the taxable property within the District for payment of Debt, capital costs, and administration, operations, and maintenance costs, and shall be fifty (50) mills.** However, if, on or after January 1, 2014, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. Except as provided in this paragraph, the provisions below, or pursuant to separate
intergovernmental agreement entered into with the Town under extraordinary circumstances, the
Maximum Aggregate Mill Levy shall not be exceeded under any circumstances. Imposition by a
District of a mill levy in excess of this limitation shall constitute a material departure from this
Service Plan.

4. If the total amount of aggregate Debt of a District exceeds fifty percent (50%) of that District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills; provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. If the total amount of aggregate Debt of a District is equal to or less than fifty percent (50%) of that District’s assessed valuation, either on the date of issuance or at any time thereafter, the Maximum Aggregate Mill Levy will be increased to sixty (60) mills.

5. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.4. above, so that the Districts are entitled to pledge to their payment the increased Maximum Aggregate Mill Levy as described in Section 2 above, the Districts may provide that such Debt shall remain secured by the increased Maximum Aggregate Mill Levy as described in Section 2 above, notwithstanding any subsequent change in the Districts’ Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

6. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. **Maximum Debt Mill Levy Imposition Term.**

No District shall have any authority to impose or collect any mill levy, fee, charge, rate, toll or any other financial burden on property or persons for repayment of any and all Debt (or use the proceeds hereof for repayment of Debt) on any single property developed for residential uses which exceeds thirty (30) years after the year of the initial imposition of a debt service mill levy by the District in which such property is located, unless a majority of the Board are residents of the District and have voted in favor of a refunding of a part or all of the Debt. At the end of the thirty (30) year term any and all debt that has not been paid shall be forgiven. [may form multiple financing districts to address phasing issues].
E. Debt Repayment Sources.

The Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts’ discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the Districts exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts’ obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, of any one or all of the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Districts’ Boards.

I. District Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts’ organization and initial operations, are anticipated to be ________________ Dollars ($______________), which will be eligible for reimbursement from Debt proceeds.
In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year’s operating budget is estimated to be ____________ Dollars ($__________) which is anticipated to be derived from property taxes and other revenues.

VII. ANNUAL REPORT

A. General.

The Districts shall be responsible for submitting an annual report to the Town Manager’s Office no later than August 1st of each year following the year in which the Order and Decree creating the Districts has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the Districts’ boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the Districts’ rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the Public Improvements as of December 31 of the prior year.

5. Status of the Districts’ construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the Town as of December 31 of the prior year.

7. The assessed valuation of the Districts for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the Districts’, and any entity formed by one or more of the Districts, financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by any of the Districts, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of a District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

In addition to the annual report, the Districts will be required to submit to a periodic review, unlimited in scope, following which the Town may suspend any and all powers until measures negotiated with the Districts are implemented.

VIII. DISSOLUTION

Upon an independent determination by the Town Council that the purposes for which a District was created have been accomplished, all powers contained in the service plan will be suspended except as necessary to develop and propose a plan for dissolution and to conduct all proceedings required for the dissolution, including an election, if necessary. The Districts agree to file petitions and a plan for dissolution with the Town for review and approval before filing said documents in the appropriate district court in accordance with §32-1-701 et seq. C.R.S.

IX. DISCLOSURE TO PURCHASERS

The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Aggregate Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the Town prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Aggregate Mill Levy.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement, relating to the limitations imposed on the Districts' activities, is attached hereto as Exhibit D. The Districts shall approve the intergovernmental agreement in the form attached as Exhibit D at its first Board meeting after its organizational election. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council shall approve the intergovernmental agreement in the form attached as Exhibit D at the public hearing approving the Service Plan. Any determination by a court of competent jurisdiction that such intergovernmental agreement is invalid, nonbinding, or unenforceable in any material degree shall be deemed a material departure from the express terms of this Service Plan, and thus an express violation of the conditional approval of this Service Plan.

The form of the TDA Intergovernmental Agreement is attached hereto as Exhibit E. The Districts shall approve the TDA Intergovernmental Agreement in the form attached as Exhibit E at its first Board meeting after its organizational election. Failure of the Districts to execute the TDA Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council shall approve the TDA
Intergovernmental Agreement in the form attached as Exhibit E at the public hearing approving the Service Plan. [if applicable]

All intergovernmental agreements must be submitted to the Town for review and approval by the Town before execution by the Districts.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the Town or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code.

8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area.

9. The creation of the Districts is in the best interests of the area proposed to be served.
EXHIBIT A

Legal Descriptions
EXHIBIT B

Timnath Vicinity Map
EXHIBIT C-1

Initial District Boundary Map
EXHIBIT C-2

Inclusion Area Boundary Map
EXHIBIT D

Intergovernmental Agreement between the Districts and Timnath
[MULTIPLE DISTRICT SERVICE PLAN]

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE TOWN OF TIMNATH, COLORADO

AND

____________ METROPOLITAN DISTRICT NOS. ___

THIS AGREEMENT is made and entered into as of this ___ day of ____________, __________, by and between the TOWN OF TIMNATH, a home-rule municipal corporation of the State of Colorado ("Town"), and __________ METROPOLITAN DISTRICT NOS. ___, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The Town and the Districts are collectively referred to as the Parties.

RECATALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan approved by the Town on ________________ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts, as required by the Timnath Town Code; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts shall operate and maintain all trails and related amenities within the Districts and the Inclusion Area Boundary pursuant to an intergovernmental agreement with the Town, which shall be executed at the first meeting of the Districts after approval of this service plan. Operational activities for other Public Improvements not dedicated to another entity are allowed subject to entering into an intergovernmental agreement with the Town allowing the Town to set minimum standards for maintenance. Any Fee imposed by the Districts for access to park and recreation improvements owned by the Districts shall result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the
Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with use of District park and recreational improvements by Town residents who do not reside in the Districts to ensure that such costs are not the responsibility of a District’s residents. All such Fees shall be based upon the District’s determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. All operations and maintenance Fees and Fee increases shall be subject to review and approval by the Town. Notwithstanding the foregoing, all parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge.

2. **Service Plan.** The Districts shall not take any action, including without limitation the issuance of any obligations or the imposition of any tax or fee, which would constitute material modification of the Service Plan as set forth in Section 32-1-207(2), C.R.S. Actions of the Districts which violate any restriction set forth in the Service Plan constitute a material modification of the Service Plan that shall be a default under this Agreement, and shall entitle the Town to protect and enforce its rights under this Agreement by such suit, action, or special proceedings as the Town deems appropriate. It is intended that the remedies herein shall be in addition to any remedies the Town may have or actions the Town may bring under Section 32-1-207, C.R.S., or any other applicable statute. The Town may impose any sanctions allowed by the Timnath Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S, however, the time limits of Section 32-1-207(3)(b), C.R.S., are expressly waived by the Districts.

3. **Conditional Approval.** The Parties agree that the Town has conditionally approved the Service Plan, and that each and every provision of the Service Plan is an integral part of the whole and in the event any court of competent jurisdiction finds that the Maximum Mill Levy limitations in the Service Plan or any other material provision thereof to be unenforceable, invalid, or otherwise not binding on the Districts in any manner, such shall constitute a failure of the conditional approval of the Town so that immediately upon the entry of such order, without requirement of any action on the part of the Town, all powers and authority of the Districts contained herein shall be deemed suspended until such time as the Districts submit to the Town an amended Service Plan and obtain approval thereof which may be denied in the Town’s sole and absolute discretion.

The conditional approval shall be contained in the resolution of approval of the Service Plan adopted by the Town and shall be made an express condition of any court order and decree and shall be fully set forth therein. In the event this Service Plan postdates the issuance of any order and decree of the Districts, the Districts shall file a motion with the court seeking an amendment to the order and decree to include the conditional approval thereof as stated in this section. Prior to submitting a proposed order and decree or amended order and decree to the court the Districts shall submit it to the Town for review and approval.

Any violation of this section shall constitute a failure of the conditional approval hereof unless the Districts obtain a waiver of the consequences of a such violation executed by the Town Manager.

The Service Plan grants authority to the Districts to construct some or all of the Public Improvements identified herein. If the Districts elect not to provide certain of the Public
Improvements, the Districts shall notify the Town in writing of such election whereupon the Town shall have 30 days to provide a letter to the Districts that such election does not constitute a material modification hereof or to otherwise advise the Districts of the obligation to seek a formal amendment to this Service Plan. If the Town determines that such election does not constitute a material modification hereof, the Districts shall submit a written modification of this Service Plan to the Town for administrative approval as a non—material modification whereupon the authority of the Districts to provide such Public Improvements shall be deemed stricken from the Service Plan.

3. **Notices.** All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

   **To the Districts:**

   Metropolitan District Nos. 

   

   Attn:
   Phone:
   Fax:

   **To the Town:**

   Town of Timnath
   Attn:
   Phone:
   Fax:

   All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

4. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

5. **Assignment.** Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.
6. **Default/Remedies.** In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

7. **Governing Law and Venue.** This Agreement shall be governed and construed under the laws of the State of Colorado.

8. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

10. **Parties Interested Herein.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Town shall be for the sole and exclusive benefit of the Districts and the Town.

11. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

13. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

14. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

____________________ METROPOLITAN

DISTRICT NOS. ____

By: ___________________________

President

503808-13
Attest:

Secretary

TOWN OF TIMNATH, COLORADO

By: __________________________

Mayor

Attest:

By: __________________________

Its: __________________________

APPROVED AS TO FORM: __________________________
EXHIBIT E

TDA Intergovernmental Agreement [if applicable]
EXHIBIT F

Public Improvements
EXHIBIT B

FORM OF RESOLUTION APPROVING SERVICE PLAN
TOWN OF TIMNATH

RESOLUTION NO. ___ SERIES 2014

A RESOLUTION APPROVING THE SERVICE PLAN FOR
__________________________ METROPOLITAN DISTRICT NOS. ___

WHEREAS, the Town Council of the Town of Timnath (the "Town"), pursuant to the provisions of its Charter and the Colorado Revised Statutes, has the power to adopt resolutions and policies; and

WHEREAS, the Town Council desires to approve the service plan for Metropolitan District Nos. ___ (the "Service Plan") attached hereto as Exhibit A; and

WHEREAS, the Town Council is familiar with the Service Plan and finds its terms to be in the best interest of the Town, the residents within its boundaries, and the general public; and

WHEREAS, the boundaries of the Metropolitan District Nos. ___ ("Districts") are wholly within the corporate limits of the Town; and

WHEREAS, the Town Council has conducted a public hearing on _____________, regarding the Service Plan; and

WHEREAS, the Special District Act requires that any service plan submitted to the District Court for the creation of a special district must first be approved by resolution of the governing body of the municipality within which the Districts lie; and

WHEREAS, an Intergovernmental Agreement between the Town and the Districts has been prepared in accordance with the terms, provisions, and limitations contained in the Service Plan.

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

1. The Town Council determines that the Service Plan satisfies the requirements of §§ 32-1-202(2), 32-1-203(2) and 32-1-204.5. C.R.S.

2. The Town Council determines that the Town's notification requirements have been complied with regarding the public hearing on the Service Plan.

3. In accordance with the requirements of §§ 32-1-202(2), 32-1-203(2) and 32-1-
204.5, C.R.S, the Town Council hereby finds that:

a. There is sufficient existing and projected need for organized service in the area to be served by the Districts.

b. The existing service in the area to be serviced by the Districts is inadequate for present and projected needs.

c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries.

d. The area included within the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

e. Adequate service is not, or will not be, available to the areas through the Town, Larimer County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis.

f. The facility and service standards of the Districts are compatible with the facility and service standards of the Town.

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the Town as adopted pursuant to the Town Code.

h. The proposed Service Plan is in compliance with any duly adopted Town, regional, or state long range water quality management plan for the area.

i. The creation of the Districts will be in the best interests of the area proposed to be served.

4. The Town Council's findings are based solely upon the Service Plan and evidence presented at the public hearing and the Town has not conducted any independent investigation of the evidence. The Town makes no guarantee as to the financial viability of the Districts' financial plan or the achievability of the results.

5. The Town of Timnath hereby conditionally approves the Service Plan subject to the following conditions:

a. Each and every provision of the Service Plan is an integral part of the whole and in the event any court of competent jurisdiction finds any material provision hereof to be unenforceable, invalid, or otherwise not binding on the Districts in any manner, such shall constitute a failure of the conditional approval of the Town so that immediately upon the entry of such order, without requirement of any action on the part of the Town, all powers and authority of the Districts contained in the Service Plan shall be deemed suspended until such time as the Districts submit to the Town an amended Service Plan and obtain approval thereof which may be denied in the Town's sole and absolute discretion.
b. This conditional approval shall be made an express condition of any court order and decree and shall be fully set forth therein. In the event this Service Plan postdates the issuance of any order and decree organizing the Districts, the Districts shall file a motion with the court seeking an amendment to the order and decree to include the conditional approval thereof as stated in this Section 5. Prior to submitting a proposed order and decree or amended order and decree to the court the Districts shall submit it to the Town for review and approval.

c. Any violation of this Section 5 shall constitute a failure of the conditional approval of the Service Plan unless the Districts obtain a waiver of the consequences of such violation executed by the Town Manager.

6. The terms, provisions, and limitations of the Service Plan have been incorporated in the the Intergovernmental Agreement attached to the Service Plan. The Intergovernmental Agreement is incorporated herein by this reference and is hereby approved, but shall not be effective until executed by the Town and the Districts. The Districts are not authorized to issue any debt, impose mill levies or fees until the time that the Intergovernmental Agreement is executed. The Town Manager is authorized to sign, and the Town Clerk to attest, the attached Intergovernmental Agreement once it has been executed by the Districts.

7. The Town Council's approval of the Service Plan and the Intergovernmental Agreement is not a waiver or a limitation upon any power, which the Town Council is legally permitted to exercise with respect to the property subject to the Districts.

INTRODUCED, MOVED, AND ADOPTED ON ____________, 2014.

TOWN OF TIMNATH

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, Clerk
EXHIBIT A
SERVICE PLAN
Boxelder Basin Regional Stormwater Authority (BBRSA) was formed by Intergovernmental Agreement (IGA) in 2008 with the purpose of funding and implementing regional stormwater improvements. BBRSA Members include Fort Collins, Larimer County, and Wellington. Timnath is a financial partner by separate IGA with the BBRSA.

There are three remaining BBRSA projects scheduled for completion by July 2015 with an estimated total cost of $11.75 million: (1) Construction of a detention facility on the east side of I-25; (2) a flood control crossing of the Larimer & Weld Canal; and (3) improvements to CR52 to prevent road overtopping.

The BBRSA has received low interest loans from the Colorado Water Conservation Board (CWCB) that can be used for property acquisition and regional stormwater project design and construction costs.

A new IGA is required between Fort Collins, Larimer County and Timnath to fund a portion of the costs associated with improvements at County Road 52. The three parties have agreed to share equally in splitting the estimated ($1.04 Million).

The updated Benefit/Cost Ratio for the BBRSA projects is 3.95. Such a high B/C ratio demonstrates the dramatic benefits of these regional improvements.

In addition to the BBRSA projects, Fort Collins and Timnath are preparing a Sixth Amendment to an IGA between the two communities concerning the Boxelder overflow. This amendment cost shares 50/50 the costs of improvements to Prospect Road west of I-25. The projects have a currently estimated cost of $4 million. These projects, in conjunction with the BBRSA projects will allow the culverts under I-25 to all be opened, which will result in the elimination of the Boxelder I-25 split flow path thru Timnath.
TOWN OF TIMNATH
ORDINANCE NO. 6, SERIES 2014,

AN ORDINANCE APPROVING SIXTH AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
(Regarding Cooperation on Annexation, Growth Management and Related Issues)

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

RECITALS

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

WHEREAS, on March 3, 2010, the parties executed a First Amendment to Intergovernmental Agreement which extended the periods of time within which Fort Collins was to amend the Fort Collins Growth Management Area (“FCGMA”) and Timnath was to provide written notice to Fort Collins of its intent to exercise its option to purchase the Vangbo Property, as those terms are defined in the Intergovernmental Agreement; and

WHEREAS, on February 2, 2011, the parties executed a Second Amendment to Intergovernmental Agreement, which extended the period of time within which Fort Collins was to amend the FCGMA; and

WHEREAS, on February 21, 2012, the parties executed a Third Amendment to Intergovernmental Agreement, which extended until February 12, 2013, the period of time within which both parties will amend the boundaries of their growth management areas; and

WHEREAS, the parties determined that development of the Boxelder Overflow Project originally contemplated by Timnath as described in the Intergovernmental Agreement would be neither feasible nor desirable, and further identified a mutually beneficial alternative approach to address flood impacts in the Boxelder Creek Basin as it impacts Timnath and Fort Collins, referred to as the Boxelder Creek Flood Mitigation Projects; and
WHEREAS, on November 13, 2012, the parties executed a Fourth Amendment to Intergovernmental Agreement to move forward cooperatively to further investigate, conceptually plan and preliminarily design the Boxelder Creek Flood Mitigation Projects in coordination with the Boxelder Basin Regional Stormwater Authority (BBRSA), and the parties agreed to the use of a portion of the funds previously paid into an escrow account by Fort Collins in accordance with Article 7 of the Intergovernmental Agreement to match $250,000 in funding from Timnath for related planning and design; and

WHEREAS, on February 5, 2013, the parties executed a Fifth Amendment to Intergovernmental Agreement, which extended the period of time within which both parties will amend the boundaries of their growth management areas; and

WHEREAS, since the time of the Fourth Amendment, the parties have provided a total of $500,000 in funds for design and engineering work for identified project components to be carried out under the direction of BBRSA, in accordance with the terms of the Fourth Amendment; and

WHEREAS, in light of the design and engineering work so completed, and the ongoing discussion and consideration of options for mutually beneficial stormwater management approaches related to the mutual purposes of the parties, the parties have now identified updated projects of mutual benefit and developed an agreed upon approach to the completion of additional improvements; and

WHEREAS, accordingly, the parties are entering into this Sixth Amendment to Intergovernmental Agreement so as to clarify and document their intentions and mutual rights and responsibilities with respect to the Boxelder Creek Flood Mitigation Projects.

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

1. Article 7 Superseded and Replaced. Article 7 of the Intergovernmental Agreement, as adopted in the Fourth Amendment, is hereby deleted and replaced in its entirety with the following:

ARTICLE 7
BOXELDER CREEK FLOOD MITIGATION PROJECTS

7.1 Escrowed Funds. As originally agreed by the parties, Fort Collins paid the total amount of Two Million Dollars ($2,000,000) into escrow in specified installments, originally intended for use for reimbursement of Timnath for up to fifty percent of Timnath’s incurred costs in the design, engineering, right-of-way acquisition and construction of the Boxelder Overflow Project. Funds in the amount of Two Hundred and Fifty Thousand Dollars ($250,000) have been
withdrawn from escrow and applied by the parties to certain purposes consistent with and as
described in the Fourth Amendment. Remaining funds in the amount of One Million Seven
Hundred and Fifty Dollars ($1,750,000) (the “Escrowed Funds”) shall be available to the parties
for use in accordance with and as set forth in this Article.

7.2 Boxelder Creek Flood Mitigation Projects. The parties agree and hereby
acknowledge that it is in the best interest of both Fort Collins and Timnath to work cooperatively
and in coordination with the BBRSA to design and construct projects along Boxelder Creek and
its associated flow paths to mitigate the impacts of flooding for the mutual benefit of the parties
as well as the region. Accordingly, the parties have developed a general plan for storm drainage
improvements to significantly reduce the 100-Year stormwater runoff within both the Boxelder
Creek Drainage Basin and the Cooper Slough Drainage Basin that contribute to the flooding
potential in Boxelder Creek. The plan consists of one set of projects to be designed and
constructed by the BBRSA and a second set of projects to be funded, designed and constructed
by Fort Collins and Timnath. The two sets of projects are together referred to as the Boxelder
Creek Flood Mitigation Projects, the individual components of which are more fully described
below:

(a) BBRSA Projects. The BBRSA Projects shall include the following:

(1) East Side Detention Facility (“ESDF”): A stormwater detention
facility to be constructed on the east side of Interstate 25 adjacent to the Gray
Lakes Reservoirs that includes an earthen embankment between County Road
50 and County Road 52, an un-gated 12’ x 8’ box culvert outfall, a reinforced
spillway, and related appurtenances;

(2) Larimer Weld Canal Crossing Structure (“LWCCS”): A defined
weir on the south side of the Larimer Weld Canal at its crossing with Boxelder
Creek crossing located approximately one mile south of ESDF that includes a
lowered canal embankment fortified with grouted rip rap and related
appurtenances; and

(3) County Road 52 Improvements: The installation of four 4’ x 20’
concrete box culverts under County Road 52, tree removal along the north
side of the roadway, grading an area within the adjacent golf course north of
County Road 52 and related appurtenances.

(b) Fort Collins/Timnath Projects. The Fort Collins/Timnath Projects shall
include the following:

(1) Lake Canal Crossing of Boxelder Creek: A siphon and associated
appurtenances to transport flows in the Lake Canal beneath Boxelder Creek
just west of Interstate Highway 25;
(2) Boxelder Creek Outfall and Prospect Road Improvements: A side spill weir (split flow channel) and flood conveyance channel on Boxelder Creek upstream of Prospect Road along with six 12’ x 4’ concrete box culverts beneath Prospect Road west of Interstate Highway 25, associated utility relocations (i.e. electric, water, wastewater, gas and telecommunications), roadway restoration, and a flood conveyance channel south of Prospect Road to the Poudre River and associated appurtenances; and

(3) Boxelder Creek at Interstate Highway 25: Drainageway and channel improvements and grading adjacent to and upstream (east) of Interstate Highway 25 and the opening of two existing blocked culverts beneath Interstate Highway 25.

7.3 Cost Sharing. The parties agree and hereby acknowledge that it is in the best interests of both Fort Collins and Timnath to cooperate in making use of the Escrowed Funds to match expenditures by Timnath for the design, engineering, and permitting of the Fort Collins/Timnath Projects, as specified in this Section and consistent with this Article.

(a) The parties agree that Fort Collins shall be entitled to use a portion of the Escrowed Funds not to exceed Two Hundred Thousand and 00/100th Dollars ($200,000.00) to match a payment by Timnath, or the TDA on behalf of Timnath for costs that have been or will be incurred by Fort Collins to proceed with the design, engineering and right-of-way acquisition for the Fort Collins/Timnath Projects described in Section 7.2(b), as more specifically described in Section 7.5. Escrowed Funds in the amount of Two Hundred Thousand and 00/100th Dollars ($200,000.00) shall be released to Fort Collins by the escrow agent upon request for the purposes described in this Section 7.3(a). Timnath, or the TDA on behalf of Timnath, shall provide funding in the amount of Two Hundred Thousand and 00/100th Dollars ($200,000.00) to Fort Collins within ten (10) business days of the release of escrow funds to Fort Collins. The parties agree to direct the escrow agent managing said funds to disburse said funds in a manner consistent with this provision. The parties acknowledge that said funds provided by Timnath are intended to pay fifty percent (50%) of the invoices and payments made by Fort Collins to carry out the design, engineering and right-of-way acquisition for the Fort Collins/Timnath Projects. Timnath or the TDA on behalf of Timnath shall be entitled to review all invoices and other documentation related to said payments in order to verify the use of funds in accordance with this Article. Timnath acknowledges and agrees that, should Timnath arrange for performance by the TDA of any Timnath’s obligations hereunder, Timnath shall continue to be responsible to Fort Collins for full and satisfactory completion of any of such obligations.

(b) The parties agree that Fort Collins shall be entitled to use a portion of the Escrowed Funds not to exceed Two Hundred Fifty Thousand and 00/100th Dollars ($250,000.00) to match a payment by Timnath, or the TDA on behalf of Timnath for
costs to be incurred by Fort Collins to proceed with the work necessary to complete the Lake Canal Crossing of Boxelder Creek described in Section 7.2(b)(1). Escrowed Funds in the amount of Two Hundred Fifty Thousand and 00/100th Dollars ($250,000.00) shall be released to Fort Collins by the escrow agent upon request for the purposes described in this Section 7.3(b). Timnath, or the TDA on behalf of Timnath, shall provide funding in the amount of Two Hundred Fifty Thousand and 00/100th Dollars ($250,000.00) to Fort Collins within ten (10) business days of the release of escrow funds to Fort Collins. The parties agree to direct the escrow agent managing said funds to disburse said funds in a manner consistent with this provision. The parties acknowledge that said funds provided by Timnath are intended to pay fifty percent (50%) of the invoices and payments made by Fort Collins to carry out the work necessary to complete the Lake Canal Crossing of Boxelder Creek described in Section 7.2(b)(1). Timnath or the TDA on behalf of Timnath shall be entitled to review all invoices and other documentation related to said payments in order to verify the use of funds in accordance with this Article. Timnath acknowledges and agrees that, should Timnath arrange for performance by the TDA of any Timnath’s obligations hereunder, Timnath shall continue to be responsible to Fort Collins for full and satisfactory completion of any of such obligations.

(c) The parties agree that Fort Collins shall be entitled to use all remaining Escrowed Funds, which are expected to total One Million Three Hundred Thousand and 00/100th Dollars ($1,300,000), along with any previously released funds under Sections 7.3(b) and 7.3(c) that are remaining and available after completion of the projects described in Sections 7.3(b) and 7.3(c), to match payments by Timnath, or the TDA on behalf of Timnath, for costs to be incurred by Fort Collins in connection with contracts for work to complete the Fort Collins/Timnath Projects, including any design, engineering, right-of-way acquisition, or permitting not fully funded through the payments identified in Section 7.3(a) and 7.3(b), and construction of the Fort Collins/Timnath Projects. All remaining Escrowed Funds shall be released to Fort Collins by the escrow agent upon request from Fort Collins at any time after January 1, 2015, to be used for the purposes described in this Section 7.3(c). The parties agree to direct the escrow agent managing said funds to disburse said funds in a manner consistent with this provision. The parties acknowledge that Fort Collins may be required to pay from its own funds an additional amount of up to Two Hundred and Fifty Thousand and 00/100th Dollars ($250,000) to fully fund fifty percent (50%) of the total cost of the Fort Collins/Timnath Projects (which total cost is referred to herein as the “Total Project Cost”, and is currently estimated to be Four Million Dollars ($4,000,000.00)), and further that the Escrowed Funds, together with such additional Fort Collins funds, are intended as a match to payments by Timnath, or the TDA on behalf of Timnath on invoices for the work described in this Section 7.3(c). Timnath, or the TDA on behalf of Timnath, shall provide funding in the amount of fifty percent (50%) of the Total Project Cost to Fort Collins within ten (10) business days of the release of escrow funds to Fort Collins under this Section 7.3(c). Timnath or the TDA on behalf of Timnath shall be entitled to review
all invoices and other documentation related to said contract in order to verify the use of funds in accordance with this Amendment. Timnath acknowledges and agrees that, should Timnath arrange for performance by the TDA of any Timnath’s obligations hereunder, Timnath shall continue to be responsible to Fort Collins for full and satisfactory completion of any of such obligations.

(d) If the BBRSA Projects described in Section 7.2 (a) are completed prior to full completion of the Fort Collins/Timnath Projects described in Section 7.2(b), Timnath, or the TDA on behalf of Timnath, shall place into escrow any unpaid balance of the total amount of funds needed to pay fifty percent (50%) of the Total Project Cost, or of the most current estimated total cost to complete the construction of the Fort Collins/Timnath Projects, pursuant to Section 7.3(e), if higher than the Total Project Cost, and Fort Collins shall commence the work described in Section 7.2(b)(3). The work described in Section 7.2(b)(3) shall not be performed until these funds have been placed in escrow. To the extent not already released pursuant to Section 7.3(a), (b) or (c), these funds shall be released to Fort Collins by the escrow agent upon request in order to allow Fort Collins to proceed with the work described in Section 7.2(b). The parties agree to direct the escrow agent managing said funds to disburse said funds in a manner consistent with this provision. The parties acknowledge that said funds are intended to be used for the purposes and in the manner described in the foregoing Section 7.3(c), and are subject to the same conditions and procedures as provided therein.

(e) In the event that the Total Project Cost exceeds the estimate stated in Section 7.3(c), Fort Collins agrees to provide Timnath, or the TDA on behalf of Timnath documentation confirming the need to increase the estimated amount deemed to constitute the Total Project Cost. However, the parties agree that any increase in Total Project Cost in excess of Five Hundred Thousand Dollars ($500,000) shall be subject to mutual approval and agreement by the parties. Notwithstanding any provision in this Agreement to the contrary, Fort Collins and Timnath, or the TDA on behalf of Timnath agree that each party shall pay its own costs in the negotiation and preparation of this Agreement.

7.4 Fort Collins to Provide or Contract for Services. Fort Collins agrees to provide or contract for the services required to carry out the Fort Collins/Timnath Projects identified in Section 7.2(b), subject to the conditions and requirements of this Article. Fort Collins shall maintain appropriate documentation and make any reports, data or design deliverables produced available to the parties for review and use in connection with the completion of the Fort Collins/Timnath Projects. Fort Collins shall upon request provide to Timnath work scope and specifications and pricing documents and contracts for work to be completed by Fort Collins hereunder.

7.5 Design and Engineering of the Projects. Fort Collins is responsible for the initiation and completion of design engineering as necessary in order to determine actual design
and related costs and to allow said Projects to proceed. This work is intended to allow for the efficient design and expedited construction schedule. Fort Collins has provided or contracted for, or will provide or contract for, the following:

(a) Preparation and completion of the conceptual design of the projects to include hydraulic modeling and collaboration with upstream BBRSA projects, adjacent potential property development and other current and planned projects near the project site;

(b) Initiation of Final Design (including appropriate geotechnical investigations, structural design, flood conveyance and stream design, stability analysis, stream restoration, utility relocation, and associated items) in order to prepare estimated costs for final design, real estate acquisition, permitting, engineering and construction; and,

(c) Project management and coordination to include meetings with representatives of Fort Collins, Timnath, the BBRSA, United States Army Corps of Engineers (USACE), the Colorado Water Conservation Board (CWCB), irrigation companies and adjacent property owners.

7.6 Milestones for the Boxelder Creek Flood Mitigation Projects. The following are milestones for the completion of the Boxelder Creek Flood Mitigation Projects:

(a) The targeted construction start date for the Lake Canal Crossing of Boxelder Creek Improvements described in Section 7.2(b)(1) is January 15, 2015.

(b) The targeted construction start date for water main utility relocations associated with the Boxelder Creek Outfall and Prospect Road Improvements described in Section 7.2(b)(2) is March 1, 2015.

(c) The targeted construction start date for the remainder of work associated with the Boxelder Creek Outfall and Prospect Road Improvements described in Section 7.2(b)(2) is June 1, 2015.

(d) The targeted construction start date for the Boxelder Creek at Interstate Highway 25 -- Drainageway and channel improvements and grading adjacent to and upstream (east) of Interstate Highway 25 and the opening of two existing blocked culverts beneath Interstate Highway 25 is the later of either October 1, 2015, or completion of the BBRSA Projects described in Section 7.2(a) and payment by Timnath of funds as required in Section 7.3(d).

7.7 Satisfaction of Obligations. It is the intent of the parties that the performance of the requirements of this Article 7 fully satisfies any obligation that Fort Collins may have to
Timnath to contribute to the management of storm drainage waters flowing from Boxelder Creek insofar as such waters or the floodplain related thereto, may affect property within Timnath’s municipal boundaries or within the TGMA. Accordingly, Timnath has released Fort Collins and its officers, employees, agents and assigns, from any and all claims or causes of action of any kind whatsoever for any monetary damages or for any other remedy at law or in equity arising from, connected with or in any way related to the flow, blockage or diversion of storm waters from Boxelder Creek, the installation, operation and maintenance of culverts and other storm water facilities related to that portion of I-25 that is adjacent to the TGMA, or the determination of rainfall standards for areas within Timnath’s municipal boundaries or the TGMA, insofar as such claim or cause of action is based upon any acts or omission of Fort Collins or any of its officers, employees, agents or assigns, on or before the Effective Date.

The parties acknowledge and agree that, in the 1980’s, at Fort Collins’ request, the Colorado Department of Highways (CDOT) installed two additional box culverts under I-25 at a location that would, if the culverts were opened, allow a substantially greater volume of storm runoff to flow from Boxelder Creek under I-25 and into portions of the Fort Collins GMA and municipal limits and that such increased flows could do considerable damage to property within such area and that, in order to properly manage and contain such flows, extensive new storm water facilities must be constructed. Accordingly, both parties agree that no officer, employee, agent or assign, shall attempt, directly or indirectly, at any time after the execution of this Agreement, to persuade CDOT to take any action that would reasonably be expected to result in the opening of said culverts, until such time as the Boxelder Creek Flood Mitigation Projects, or other stormwater improvements satisfactory to the parties, are complete. In addition, if a third party takes, or attempts to take, any such action prior to the completion of said projects, Timnath agrees to support Fort Collins’ opposition to such action by providing a letter to CDOT to that effect upon the request of Fort Collins.

7.8 No Admission of Liability. Nothing in this Article or elsewhere in this Agreement shall in any way or manner be construed as an admission of liability by Fort Collins or its officers or employees for any claim for damages arising from or in any way related to the lack of construction of the Boxelder Overflow Project, construction of the Boxelder Flood Mitigation Projects, the overflow of waters from Boxelder Creek, FEMA’s designation of certain areas within the TGMA as being within a floodplain, or any related matters, nor shall anything herein be construed as a waiver of any defenses, limitations and immunities established pursuant to the Colorado Government Immunity Act (SS24-10-101, et seq. C.R.S.), the United States and Colorado Constitutions, or under the common law or laws of the State of Colorado or of the United States, including but not limited to Section 42 U.S.C. 1983.

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

3. Binding Agreement. Both Timnath and Fort Collins intend that this Amendment shall be binding upon them.
4. Amendments. This Amendment may only be amended, changed, modified or altered in writing, signed by both parties hereto.

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

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

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

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

THE TOWN OF TIMNATH, COLORADO

By: _________________________________
    Mayor

ATTEST: ________________________________
     Town Clerk

APPROVED AS TO FORM:
     Town Attorney

THE CITY OF FORT COLLINS, COLORADO

By: _________________________________
    Mayor

ATTEST: ________________________________
     Town Attorney

APPROVED AS TO FORM:
A RESOLUTION ADOPTING A MODEL SERVICE PLAN FOR SPECIAL DISTRICTS, A FORM INTERGOVERNMENTAL AGREEMENT FOR SPECIAL DISTRICTS, AND A FORM RESOLUTION APPROVING SPECIAL DISTRICT SERVICE PLANS

WHEREAS, the Town Council of the Town of Timnath (the “Town”), pursuant to the provisions of its Charter and the Colorado Revised Statutes, has the power to adopt resolutions and policies; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., the Town has the authority to approve, disapprove, or conditionally approve service plans as submitted by the proponents of proposed special districts; and

WHEREAS, in order to provide certainty and predictability in the service plan approval process, the Town desires to adopt a model service plan (the “Model Service Plan”), attached hereto as Exhibit A, and form of intergovernmental agreement (the “District IGA”), attached hereto as an exhibit to the Model Service Plan; and

WHEREAS, the Town desires to require proponents of special districts to adhere to the Model Service Plan and District IGA; and

WHEREAS, the Town desires to adopt a form of resolution approving individual service plans (the “Approving Resolution”), attached hereto as Exhibit B; and

WHEREAS, the Town Council finds it to be in the best interest of the Town, its residents, and the general public to approve the Model Service Plan, IGA and Approving Resolution.

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

Section 1. Approval

The Town Council hereby approves the Model Service Plan, District IGA and Approving Resolution, 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.
Section 2. Staff Authorizations

A. The Town Council hereby authorizes Town staff to develop a policy and procedures for the submission of service plans and their review for proposed special districts, including establishment of an application and/or review fee, to be approved by Town Council by subsequent action.

B. The Town Council hereby authorizes Town staff to develop a policy and procedures for reviewing District IGAs, including establishing a District IGA review fee, to be approved by Town Council by subsequent action.


TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, Town Clerk
EXHIBIT A

MODEL SERVICE PLAN
EXHIBIT B

FORM OF RESOLUTION APPROVING SERVICE PLAN
MODEL SERVICE PLAN
FOR

____________ METROPOLITAN DISTRICT NOS. ___

TOWN OF TIMNATH, COLORADO

Prepared

by

[NAME OF PERSON OR ENTITY]
[ADDRESS]
[ADDRESS]

[DATE]
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I. INTRODUCTION

A. Purpose and Intent.

(i) Conditional Approval. The Town of Timnath has conditionally approved this Service Plan, the express conditions of such approval being as follows:

a. Each and every provision of this Service Plan is an integral part of the whole. In the event any court of competent jurisdiction finds any material provision hereof to be unenforceable, invalid, or otherwise not binding on the Districts in any manner, such shall constitute a failure of the conditional approval of the Town so that immediately upon the entry of such order, without requirement of any action on the part of the Town, all powers and authority of the Districts contained herein shall be deemed suspended until such time as the Districts submit to the Town an amended Service Plan and obtain approval thereof, which may be denied in the Town’s sole and absolute discretion.

b. This Section I. A.(i) a., b. and c. shall be contained in the resolution of approval of this Service Plan adopted by the Town and shall be made an express condition of any court order and decree and shall be fully set forth therein. In the event this Service Plan postdates the issuance of any order and decree of the Districts, the Districts shall file a motion with the court seeking an amendment to the order and decree to include the conditional approval thereof as stated in this paragraph (i). Prior to submitting a proposed order and decree or amended order and decree to the court the Districts shall submit it to the Town for review and approval.

c. Any violation of this subsection (i) shall constitute a failure of the conditional approval hereof unless the Districts obtain a written waiver of such violation executed by the Town Manager.

(ii) Enabling Authority. It is the intention of the Town that this Service Plan grants authority to the Districts to construct some or all of the Public Improvements authorized herein. If the Districts elect not to provide certain of the Public Improvements, the Districts shall notify the Town in writing of such election whereupon the Town shall have 30 days to provide a letter to the Districts that such election does not constitute a material modification hereof or to otherwise advise the Districts of the obligation to seek a formal amendment to this Service Plan. If the Town determines that such election does not constitute a material modification hereof, the Districts shall submit a written modification of this Service Plan to the Town for administrative approval as a non—material modification whereupon the authority of the Districts to provide such Public Improvements shall be deemed stricken from this Service Plan. In all events, the Town and the Districts acknowledge that the Districts are independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan.

(iii) General Purpose. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of
the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements and not to provide long term operations and maintenance of Public Improvements except as specifically authorized herein or in an intergovernmental agreement with the Town.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts’ Service Plan.

The Town’s objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Aggregate Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities for any trails and related amenities, or other Public Improvements not dedicated to another entity will be allowed subject to entering into an intergovernmental agreement with the Town.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt and for continuation of any operations approved in an intergovernmental agreement.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and which shall not exceed the Maximum Debt Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the Maximum Aggregate Mill Levy in amount and that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under
bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. **DEFINITIONS**

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

- **Approved Development Plan:** means a Subdivision Improvement Agreement or other process established by the Town for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time.

- **Board:** means the board of directors of each District.

- **Bond, Bonds or Debt:** means bonds or other obligations for the payment of which a District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

- **Covenant Enforcement and Design Review Services:** means those services authorized under Section 32-1-1004(8), C.R.S.

- **District:** means any one of the Districts.

- **Districts:** means District No. 1 and District Nos. ____, ____ (fill in number of each District), collectively.

- **End User:** means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of *ad valorem* property taxes subject to the Maximum Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

- **External Financial Advisor:** means a consultant approved by the Town that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

- **Fee(s):** means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

- **Financial Plan:** means the Financial Plan described in Section VI, which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be
incurred; and (iii) the estimated operating revenue derived from property taxes. In addition to the information in Section VI the Town may require additional financial forecasts and feasibility reports to support the Financial Plan.

**Gallagher Adjustment**: means, if, on or after January 1, 2014, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Aggregate Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

**Inclusion Area Boundaries**: means the boundaries of the area described in the Inclusion Area Boundary Map which depicts only property contained within the Project as outlined in the Approved Development Plan.

**Inclusion Area Boundary Map**: means the map attached hereto as Exhibit C-2, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

**Initial District Boundaries**: means the boundaries of the area described in the Initial District Boundary Map.

**Initial District Boundary Map**: means the map attached hereto as Exhibit C-1, describing the District’s initial boundaries.

**Maximum Aggregate Mill Levy**: means the maximum mill levy the Districts are permitted to impose for payment of Debt, capital improvements administration, operations, and maintenance expenses as set forth in Section VI.C. below.

**Maximum Debt Mill Levy**: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VI.C below.

**Maximum Debt Mill Levy Imposition Term**: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

**Maximum Operations and Maintenance Mill Levy**: means the maximum mill levy the Districts are permitted to impose for payment of operations as set forth in Section VI.C. below.

**Project**: means the development or property commonly referred to as __________.

**Public Improvements**: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act and listed on Exhibit F, except as
specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Boards of the Districts.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with the Town’s ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

TDA Intergovernmental Agreement: means the intergovernmental agreement with the Timnath Development Authority the form of which is attached hereto as Exhibit E. [if applicable]

Town: means the Town of Timnath, Colorado.

Town Code: means the Town Code of the Town of Timnath, Colorado.

Town Council: means the Town Council of the Town of Timnath, Colorado.

III. **BOUNDARIES**

The area of the Initial District Boundaries includes approximately _______ (____) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately __________ (____) acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit B. A map of the Initial District Boundaries is attached hereto as Exhibit C-1, and a map of the Inclusion Area Boundaries is attached hereto as Exhibit C-2. It is anticipated that the Districts’ boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Section V below.

IV. **PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Service Area consists of approximately _______ (____) acres of _____________ land. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the
Financial Plan. The population of the Districts at build-out is estimated to be approximately _______ (____) people.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and limited operation and maintenance services within the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts shall operate and maintain all trails and related amenities within the Districts and the Inclusion Area Boundary pursuant to an intergovernmental agreement with the Town, which shall be executed at the first meeting of the Districts after approval of this Service Plan. Operational activities for other Public Improvements not dedicated to another entity are allowed subject to entering into an intergovernmental agreement with the Town allowing the Town to set minimum standards for maintenance. All parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge. Any Fee imposed by the Districts for access to recreation improvements owned by the Districts, other than parks and trails, shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the Districts to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the Districts’ determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. All operations and maintenance Fees and Fee increases shall be subject to review and approval by the Town.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.
3. **Television Relay and Translation Limitation**. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town.

4. **Construction Standards Limitation**. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The Districts will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. **Financial Advisor Certification**. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

   We are [I am] an External Financial Advisor within the meaning of the Districts’ Service Plan.

   We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

6. **Inclusion Limitation**. The Districts shall not include within their boundaries any property outside the Inclusion Area Boundaries. The Districts shall not include within any of their boundaries any property inside the Inclusion Area Boundaries without advance notice to the Town.

7. **Exclusion Limitation**. The Districts shall include all property with the Inclusion Area by (Date) and shall not exclude from their boundaries thereafter any property within the Inclusion Area Boundaries which would result in the property not being within the boundaries of one of the Districts without the prior written consent of the Town. The Districts shall follow the procedure for exclusion of property as provided in Section 32-1-502, C.R.S.

8. **Overlap Limitation**. The boundaries of the Districts shall not overlap unless the aggregate mill levy of the overlapping Districts will not at any time exceed the Maximum Aggregate Mill Levy. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for the districts will not at any time exceed the Maximum Mill Levy.

9. **Initial Debt Limitation**. On or before the effective date of approval by the Town of an Approved Development Plan, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the
operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt. This requirement may be waived by administrative action of the Town.

10. **Total Debt Issuance Limitation.** The Districts shall not issue Debt in excess of ($_____________).

11. **Fee Limitation.** The Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. Any operations and maintenance Fees and Fee Increases not specifically listed herein shall be subject to review and written approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of an operations and maintenance Fee or Fee Increase within thirty (30) days of receipt of a written request, the Town shall be deemed to have waived its approval authority with respect to the requested operations and maintenance Fee or Fee Increase. Any operation and maintenance Fee imposed without approval as set forth herein shall constitute a material departure from the Service Plan. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from owners of Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a direct capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this section related to capital fees charged to End Users shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. **Monies from Other Governmental Sources.** The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. **Consolidation Limitation.** The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with District No. ____.

14. **Bankruptcy Limitation.** All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Operations Mill Levy, Maximum Mill Levy, Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

   (a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

   (b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S.
Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment. The filing of any bankruptcy petition by the Districts shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the conditional approval of this Service Plan.

15.  **Water Rights/Resources Limitation.** The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources except as otherwise provided pursuant to an intergovernmental agreement with the Town.  [add to IGA if applicable]

16.  **Extraterritorial Service/Improvements Limitation.** The Districts shall not provide any extraterritorial service or public improvements without Town consent, which may be obtained administratively, in writing, from the Town Manager.  [add to IGA if applicable]

17.  **Eminent Domain Limitation.** The Districts shall be authorized to utilize the power of eminent domain after entering into a written agreement with the Town.

18.  **Covenant Enforcement/Design Review.** The Districts shall provide all community functions authorized by covenants, conditions and restrictions including the Covenant Enforcement and Design Review Services for the Project, unless otherwise provided pursuant to an intergovernmental agreement with the Town.  [add to IGA if applicable].  The Districts shall not impose assessments to fund Covenant Enforcement and Design Review Services, but the Districts shall be authorized to impose Fees to defray the costs of such Services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services.

19.  **Financial Review.** The Town shall be permitted to conduct periodic reviews of the financial powers of the Districts in the service plan at its discretion, including more frequently than the so-called “quinquennial” review contemplated by CRS Section 32-1-1105.5.  As a result of that review, the Town may limit the ongoing financial powers of the Districts the same manner as it could have limited such powers upon review and approval of the original or any amended service plan of the Districts.  [may suggest standard of review]

B.  **Service Plan Amendment Requirement.**

This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments.  Actions of the Districts which violate the limitations set forth in V.A.1-19 above or in VI.A-I. shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.
C. **Preliminary Engineering Survey.**

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within and without the boundaries of the Districts as set forth on Exhibit F, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately _________________ Dollars ($__________).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town, or any other appropriate entity providing a service the Town does not provide, and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

D. **Multiple District Structure.**

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an intergovernmental agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. **FINANCIAL PLAN**

A. **General.**

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed _________________ Dollars ($__________) and shall be permitted to be issued on a schedule and in such year or years as the Districts determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, subject to the limits in this Service Plan. In addition to the information in this Section VI, the Town may require additional financial forecasts and feasibility reports.
B. **Maximum Voted Interest Rate and Maximum Underwriting Discount.**

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. **Maximum Mill Levies.**

1. The Maximum Debt Mill Levy shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be fifty (50) mills. If there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. The Maximum Operations and Maintenance Mill Levy shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of administration, operations, maintenance, and capital costs, and shall be fifty (50) mills. If there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

3. The Maximum Aggregate Mill Levy shall be the maximum mill levy a District is permitted to impose upon the taxable property within the District for payment of Debt, capital costs, and administration, operations, and maintenance costs, and shall be fifty (50) mills. However, if, on or after January 1, 2014, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. Except as provided in this paragraph, the provisions below, or pursuant to separate
intergovernmental agreement entered into with the Town under extraordinary circumstances, the Maximum Aggregate Mill Levy shall not be exceeded under any circumstances. Imposition by a District of a mill levy in excess of this limitation shall constitute a material departure from this Service Plan.

4. If the total amount of aggregate Debt of a District exceeds fifty percent (50%) of that District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills; provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2014, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. If the total amount of aggregate Debt of a District is equal to or less than fifty percent (50%) of that District’s assessed valuation, either on the date of issuance or at any time thereafter, the Maximum Aggregate Mill Levy will be increased to sixty (60) mills.

5. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.4. above, so that the Districts are entitled to pledge to their payment the increased Maximum Aggregate Mill Levy as described in Section 2 above, the Districts may provide that such Debt shall remain secured by the increased Maximum Aggregate Mill Levy as described in Section 2 above, notwithstanding any subsequent change in the Districts’ Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

6. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. **Maximum Debt Mill Levy Imposition Term.**

No District shall have any authority to impose or collect any mill levy, fee, charge, rate, toll or any other financial burden on property or persons for repayment of any and all Debt (or use the proceeds hereof for repayment of Debt) on any single property developed for residential uses which exceeds thirty (30) years after the year of the initial imposition of a debt service mill levy by the District in which such property is located, unless a majority of the Board are residents of the District and have voted in favor of a refunding of a part or all of the Debt. At the end of the thirty (30) year term any and all debt that has not been paid shall be forgiven. [may form multiple financing districts to address phasing issues].
E. **Debt Repayment Sources.**

The Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts’ discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the Districts exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term.

F. **Debt Instrument Disclosure Requirement.**

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. **Security for Debt.**

The Districts shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts’ obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation.

H. **TABOR Compliance.**

The Districts will comply with the provisions of TABOR. In the discretion of the Board, of any one or all of the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Districts’ Boards.

I. **District Operating Costs.**

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts’ organization and initial operations, are anticipated to be _______________ Dollars ($_________________), which will be eligible for reimbursement from Debt proceeds.
In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year’s operating budget is estimated to be ____________ Dollars ($__________) which is anticipated to be derived from property taxes and other revenues.

VII. ANNUAL REPORT

A. General.

The Districts shall be responsible for submitting an annual report to the Town Manager’s Office no later than August 1\textsuperscript{st} of each year following the year in which the Order and Decree creating the Districts has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the Districts’ boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the Districts’ rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the Public Improvements as of December 31 of the prior year.

5. Status of the Districts’ construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the Town as of December 31 of the prior year.

7. The assessed valuation of the Districts for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the Districts’, and any entity formed by one or more of the Districts, financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by any of the Districts, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of a District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

In addition to the annual report, the Districts will be required to submit to a periodic review, unlimited in scope, following which the Town may suspend any and all powers until measures negotiated with the Districts are implemented.

VIII. DISSOLUTION

Upon an independent determination by the Town Council that the purposes for which a District was created have been accomplished, all powers contained in the service plan will be suspended except as necessary to develop and propose a plan for dissolution and to conduct all proceedings required for the dissolution, including an election, if necessary. The Districts agree to file petitions and a plan for dissolution with the Town for review and approval before filing said documents in the appropriate district court in accordance with §32-1-701 et seq. C.R.S.

IX. DISCLOSURE TO PURCHASERS

The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Aggregate Mill Levy, as well as a general description of the Districts’ authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the Town prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Aggregate Mill Levy.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement, relating to the limitations imposed on the Districts’ activities, is attached hereto as Exhibit D. The Districts shall approve the intergovernmental agreement in the form attached as Exhibit D at its first Board meeting after its organizational election. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council shall approve the intergovernmental agreement in the form attached as Exhibit D at the public hearing approving the Service Plan. Any determination by a court of competent jurisdiction that such intergovernmental agreement is invalid, nonbinding, or unenforceable in any material degree shall be deemed a material departure from the express terms of this Service Plan, and thus an express violation of the conditional approval of this Service Plan.

The form of the TDA Intergovernmental Agreement is attached hereto as Exhibit E. The Districts shall approve the TDA Intergovernmental Agreement in the form attached as Exhibit E at its first Board meeting after its organizational election. Failure of the Districts to execute the TDA Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council shall approve the TDA
Intergovernmental Agreement in the form attached as **Exhibit E** at the public hearing approving the Service Plan. [if applicable]

All intergovernmental agreements must be submitted to the Town for review and approval by the Town before execution by the Districts.

**XI. CONCLUSION**

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the Town or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code.

8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area.

9. The creation of the Districts is in the best interests of the area proposed to be served.
EXHIBIT A

Legal Descriptions
EXHIBIT B

Timnath Vicinity Map
EXHIBIT C-1

Initial District Boundary Map
EXHIBIT C-2

Inclusion Area Boundary Map
EXHIBIT D

Intergovernmental Agreement between the Districts and Timnath
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF TIMNATH, COLORADO
AND
_______________ METROPOLITAN DISTRICT NOS. ___

THIS AGREEMENT is made and entered into as of this ___ day of ____________,
_______, by and between the TOWN OF TIMNATH, a home-rule municipal corporation of the
State of Colorado (“Town”), and ____________ METROPOLITAN DISTRICT NOS. ___,
quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”).
The Town and the Districts are collectively referred to as the Parties.

RECORDS

WHEREAS, the Districts were organized to provide those services and to exercise
powers as are more specifically set forth in the Districts’ Service Plan approved by the Town on
____________________ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental
agreement between the Town and the Districts, as required by the Timnath Town Code; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of
their respective taxpayers, residents and property owners to enter into this Intergovernmental
Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein
contained, and for other good and valuable consideration, the receipt and sufficiency of which
are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The purpose of the Districts is to plan for,
design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The
Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in
a manner consistent with the Approved Development Plan and other rules and regulations of the
Town and applicable provisions of the Town Code. The Districts shall operate and maintain all
trails and related amenities within the Districts and the Inclusion Area Boundary pursuant to an
intergovernmental agreement with the Town, which shall be executed at the first meeting of the
Districts after approval of this service plan. Operational activities for other Public Improvements
not dedicated to another entity are allowed subject to entering into an intergovernmental
agreement with the Town allowing the Town to set minimum standards for maintenance. Any
Fee imposed by the Districts for access to park and recreation improvements owned by the
Districts shall not result in Town residents who reside outside the Districts paying a user fee that
is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the
However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with use of District park and recreational improvements by Town residents who do not reside in the Districts to ensure that such costs are not the responsibility of a District’s residents. All such Fees shall be based upon the District’s determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. All operations and maintenance Fees and Fee increases shall be subject to review and approval by the Town. Notwithstanding the foregoing, all parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge.

2. **Service Plan.** The Districts shall not take any action, including without limitation the issuance of any obligations or the imposition of any tax or fee, which would constitute material modification of the Service Plan as set forth in Section 32-1-207(2), C.R.S. Actions of the Districts which violate any restriction set forth in the Service Plan constitute a material modification of the Service Plan that shall be a default under this Agreement, and shall entitle the Town to protect and enforce its rights under this Agreement by such suit, action, or special proceedings as the Town deems appropriate. It is intended that the remedies herein shall be in addition to any remedies the Town may have or actions the Town may bring under Section 32-1-207, C.R.S., or any other applicable statute. The Town may impose any sanctions allowed by the Timnath Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S, however, the time limits of Section 32-1-207(3)(b), C.R.S., are expressly waived by the Districts.

3. **Conditional Approval.** The Parties agree that the Town has conditionally approved the Service Plan, and that each and every provision of the Service Plan is an integral part of the whole and in the event any court of competent jurisdiction finds that the Maximum Mill Levy limitations in the Service Plan or any other material provision thereof to be unenforceable, invalid, or otherwise not binding on the Districts in any manner, such shall constitute a failure of the conditional approval of the Town so that immediately upon the entry of such order, without requirement of any action on the part of the Town, all powers and authority of the Districts contained herein shall be deemed suspended until such time as the Districts submit to the Town an amended Service Plan and obtain approval thereof which may be denied in the Town’s sole and absolute discretion.

The conditional approval shall be contained in the resolution of approval of the Service Plan adopted by the Town and shall be made an express condition of any court order and decree and shall be fully set forth therein. In the event this Service Plan postdates the issuance of any order and decree of the Districts, the Districts shall file a motion with the court seeking an amendment to the order and decree to include the conditional approval thereof as stated in this section. Prior to submitting a proposed order and decree or amended order and decree to the court the Districts shall submit it to the Town for review and approval.

Any violation of this section shall constitute a failure of the conditional approval hereof unless the Districts obtain a waiver of the consequences of a such violation executed by the Town Manager.

The Service Plan grants authority to the Districts to construct some or all of the Public Improvements identified herein. If the Districts elect not to provide certain of the Public
Improvements, the Districts shall notify the Town in writing of such election whereupon the Town shall have 30 days to provide a letter to the Districts that such election does not constitute a material modification hereof or to otherwise advise the Districts of the obligation to seek a formal amendment to this Service Plan. If the Town determines that such election does not constitute a material modification hereof, the Districts shall submit a written modification of this Service Plan to the Town for administrative approval as a non—material modification whereupon the authority of the Districts to provide such Public Improvements shall be deemed stricken from the Service Plan.

3. **Notices.** All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

   To the Districts: ______________ Metropolitan District Nos. ____
   
   Attn:
   Phone:
   Fax:

   To the Town: Town of Timnath
   Attn:
   Phone:
   Fax:

   All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

4. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

5. **Assignment.** Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

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6. **Default/Remedies.** In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

7. **Governing Law and Venue.** This Agreement shall be governed and construed under the laws of the State of Colorado.

8. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

10. **Parties Interested Herein.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Town shall be for the sole and exclusive benefit of the Districts and the Town.

11. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

13. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

14. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

____________________ METROPOLITAN
DISTRICT NOS. ____

By: ________________________________

President
Attest:

________________________________________
Secretary

TOWN OF TIMNATH, COLORADO

By: ________________________________
   Mayor

Attest:

By: ________________________________
   Its: ______________________________

APPROVED AS TO FORM: ______________________________
EXHIBIT E

TDA Intergovernmental Agreement [if applicable]
EXHIBIT F

Public Improvements
TOWN OF TIMNATH

RESOLUTION NO. ___, SERIES 2014

A RESOLUTION APPROVING THE SERVICE PLAN FOR
_______________________________________ METROPOLITAN DISTRICT NOS. _____

WHEREAS, the Town Council of the Town of Timnath (the “Town”), pursuant to the provisions of its Charter and the Colorado Revised Statutes, has the power to adopt resolutions and policies; and

WHEREAS, the Town Council desires to approve the service plan for __________ Metropolitan District Nos. ___(the “Service Plan”) attached hereto as Exhibit A; and

WHEREAS, the Town Council is familiar with the Service Plan and finds its terms to be in the best interest of the Town, the residents within its boundaries, and the general public; and

WHEREAS, the boundaries of the ________________ Metropolitan District Nos. ___ (“Districts”) are wholly within the corporate limits of the Town; and

WHEREAS, the Town Council has conducted a public hearing on ________________, regarding the Service Plan; and

WHEREAS, the Special District Act requires that any service plan submitted to the District Court for the creation of a special district must first be approved by resolution of the governing body of the municipality within which the Districts lie; and

WHEREAS, an Intergovernmental Agreement between the Town and the Districts has been prepared in accordance with the terms, provisions, and limitations contained in the Service Plan.

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

1. The Town Council determines that the Service Plan satisfies the requirements of §§ 32-1-202(2), 32-1-203(2) and 32-1-204.5, C.R.S.

2. The Town Council determines that the Town's notification requirements have been complied with regarding the public hearing on the Service Plan.

3. In accordance with the requirements of §§ 32-1-202(2), 32-1-203(2) and 32-1-
204.5, C.R.S, the Town Council hereby finds that:

a. There is sufficient existing and projected need for organized service in the area to be served by the Districts.

b. The existing service in the area to be serviced by the Districts is inadequate for present and projected needs.

c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries.

d. The area included within the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

e. Adequate service is not, or will not be, available to the areas through the Town, Larimer County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis.

f. The facility and service standards of the Districts are compatible with the facility and service standards of the Town.

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the Town as adopted pursuant to the Town Code.

h. The proposed Service Plan is in compliance with any duly adopted Town, regional, or state long range water quality management plan for the area.

i. The creation of the Districts will be in the best interests of the area proposed to be served.

4. The Town Council's findings are based solely upon the Service Plan and evidence presented at the public hearing and the Town has not conducted any independent investigation of the evidence. The Town makes no guarantee as to the financial viability of the Districts’ financial plan or the achievability of the results.

5. The Town of Timnath hereby conditionally approves the Service Plan subject to the following conditions:

a. Each and every provision of the Service Plan is an integral part of the whole and in the event any court of competent jurisdiction finds any material provision hereof to be unenforceable, invalid, or otherwise not binding on the Districts in any manner, such shall constitute a failure of the conditional approval of the Town so that immediately upon the entry of such order, without requirement of any action on the part of the Town, all powers and authority of the Districts contained in the Service Plan shall be deemed suspended until such time as the Districts submit to the Town an amended Service Plan and obtain approval thereof which may be denied in the Town’s sole and absolute discretion.
b. This conditional approval shall be made an express condition of any court order and decree and shall be fully set forth therein. In the event this Service Plan postdates the issuance of any order and decree organizing the Districts, the Districts shall file a motion with the court seeking an amendment to the order and decree to include the conditional approval thereof as stated in this Section 5. Prior to submitting a proposed order and decree or amended order and decree to the court the Districts shall submit it to the Town for review and approval.

c. Any violation of this Section 5 shall constitute a failure of the conditional approval of the Service Plan unless the Districts obtain a waiver of the consequences of such violation executed by the Town Manager.

6. The terms, provisions, and limitations of the Service Plan have been incorporated in the the Intergovernmental Agreement attached to the Service Plan. The Intergovernmental Agreement is incorporated herein by this reference and is hereby approved, but shall not be effective until executed by the Town and the Districts. The Districts are not authorized to issue any debt, impose mill levies or fees until the time that the Intergovernmental Agreement is executed. The Town Manager is authorized to sign, and the Town Clerk to attest, the attached Intergovernmental Agreement once it has been executed by the Districts.

7. The Town Council's approval of the Service Plan and the Intergovernmental Agreement is not a waiver or a limitation upon any power, which the Town Council is legally permitted to exercise with respect to the property subject to the Districts.

INTRODUCED, MOVED, AND ADOPTED ON ________________, 2014,

TOWN OF TIMNATH

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Milissa Peters, Clerk
EXHIBIT A
SERVICE PLAN