Timnath Town Council Work Session

November 10, 2015
5:30 PM

Agenda:

- Capital Improvements Update and Discussion

Packet materials will be made available to the public at the meeting.
1. CALL TO ORDER AND ROLL CALL
   Mayor Jill Grossman-Belisle
   Councilmember Bill Neal
   Councilmember Aaron Pearson
   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 October 27, 2015, Town Council Meeting Minutes
   b. Approval of the Check Register

5. REPORTS
   a. Mayor and Council

6. ORDER OF BUSINESS:
   a. ORDINANCE NO. 11, SERIES 2015, SECOND READING, PUBLIC HEARING, An Ordinance of the Town of Timnath, Colorado, Adopting by Reference and Enacting a New Municipal Code for the Town of Timnath; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and Ordinance Shall Become Effective
      Presented by Milissa Peters, Town Clerk

   b. ORDINANCE NO. 12, SERIES 2015, FIRST READING, An Ordinance Approving the Wildwing Subdivision Planned Development Overlay and set for Public Hearing on December 8, 2015, at 6:00 p.m.
      Presented by Matt Blakely, Contracted Town Planner

   c. ORDINANCE NO. 13, SERIES 2015, FIRST READING, An Ordinance Of The Town Council Of The Town Of Timnath, Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town Of Timnath, Colorado, For The Calendar Year Beginning On The First Day Of January, 2016, And Ending On The Last Day Of December, 2016 and set for Public Hearing on December 8, 2015, at 6:00 p.m.
      Presented by April Getchius, Town Manager

   d. ORDINANCE NO. 14, SERIES 2015, FIRST READING, An Ordinance Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purpose as set Forth Below, for the Town of Timnath, Colorado, for the 2016 budget year and set for Public Hearing on December 8, 2015, at 6:00 p.m.
Presented by April Getchius, Town Manager

e. **ORDINANCE NO. 15, SERIES 2015, FIRST READING**, An Ordinance Approving the Town of Timnath Land Use Code Amendment and set for Public Hearing on December 8, 2015, at 6:00 p.m.

Presented by Matt Blakely, Contracted Town Planner

f. **RESOLUTION NO. 78, SERIES 2015**, A Resolution Approving the Village Homes Off-Site Sewer Reimbursement

Presented by Don Taranto, Contracted Town Engineer

g. **RESOLUTION NO. 79, SERIES 2015**, A Resolution Authorizing the Construction Agreement with McCauley Contractors for Administration Building Improvements

Presented by April Getchius, Town Manager

h. **RESOLUTION NO. 80, SERIES 2015**, A Resolution of Support for the Use of Larimer County Mill Levy Funds For Interstate 25 (I-25) Improvements

Presented by April Getchius, Town Manager

i. **RESOLUTION NO. 81, SERIES 2015**, A Resolution Approving Change Order No. 1 with Korby Landscape LLC for the Harmony Road IIA Median Improvements and the Main Street Traffic Circle

Presented by Matt Blakely, Contracted Town Planner

j. **RESOLUTION NO. 82, SERIES 2015**, A Resolution Approving A Subdivision Improvement Agreement for the Second, Third, Fifth, Sixth, and Future Filings between the Town of Timnath and Timnath Ranch, LLC

Presented by Robert Rogers, Contracted Town Attorney

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

Presented by Robert Rogers, Contracted Town Attorney

7. **ADJOURNMENT**
Town of Timnath
Regular Meeting Minutes
Tuesday, October 27, 2015, at 6:00 p.m.

Meeting was held at Timnath Administration Building,
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL:
Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, October 27, 2015, at 6:08 p.m.

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

   Absent:
   a. Councilmember Paul Steinway

   Also Present:
   a. April Getchius, Town Manager
   b. Milissa Peters, Town Clerk
   c. Robert Rogers, Contracted Town Attorney
   d. Don Taranto, Contracted Town Engineer
   e. Matt Blakely, Contracted Town Planner
   f. Brian Williamson, Contracted Town Planner
   g. Kevin Koelbel, Contracted Town Planner

2. AMENDMENTS TO THE AGENDA:
a. None

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

4. CONSENT AGENDA:
a. Approval of the October 13, 2015, Town Council Meeting Minutes
b. Approval of the Check Register

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

5. REPORTS:
a. Mayor/Council-None
b. Staff-Included in the packet
6. ORDER OF BUSINESS:
   a. ORDINANCE NO. 11, SERIES 2015, FIRST READING, An Ordinance of the Town
      of Timnath, Colorado, Adopting by Reference and Enacting a New Municipal Code for
      the Town of Timnath; Providing for the Repeal of Certain Ordinances Not Included
      Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of
      Amending Such Code; and Providing When Such Code and Ordinance Shall Become
      Effective and set for Public Hearing on November 10, 2015, at 6:00 p.m.
      Staff Comments:
      • Ms. Peters spoke to Council about the proposed ordinance.
      Councilmember Neal moved to approve ORDINANCE NO. 11, SERIES 2015, FIRST
      READING, An Ordinance of the Town of Timnath, Colorado, Adopting by Reference and Enacting
      a New Municipal Code for the Town of Timnath; Providing for the Repeal of Certain Ordinances Not
      Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of
      Amending Such Code; and Providing When Such Code and Ordinance Shall Become Effective and
      set for Public Hearing on November 10, 2015, at 6:00 p.m. Councilmember Pearson seconded the
      motion. The motion passed unanimously by voice vote.
   b. RESOLUTION NO. 77, SERIES 2015, A Resolution Approving the Timnath Reservoir
      Boat Ramp Contract with Lightfield Enterprises, Inc.
      Staff Comments:
      • Mr. Taranto spoke to Council about the proposed resolution.
      Councilmember Neal moved to approve RESOLUTION NO. 77, SERIES 2015, A Resolution
      Approving the Timnath Reservoir Boat Ramp Contract with Lightfield Enterprises, Inc.
      Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.
   c. 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. and 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.”
      Councilmember Neal moved to approve enter into 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.”. Councilmember Pearson seconded the motion. The
      motion passed unanimously by voice vote.

Council went into executive session at 6:17 pm.
The regular meeting reconvened at 6:35 pm.

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 6:36 p.m.

Town Council approved the October 27, 2015, Town Council Meeting Minutes on November 10, 2015.

TOWN OF TIMNATH

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Jill Grossman-Belisle, Mayor

ATTEST:

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Milissa Peters, CMC
Town Clerk
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Total 505: 555.00

Total LARIMER HUMANE SOCIETY: 555.00

#### Lisa R Crocker

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Total 940: 250.00

Total Lisa R Crocker: 250.00

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Total Mantooth Marketing Company: 29,885.92

#### Mary’s Mountain Cookies - Old Town

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Total Mary’s Mountain Cookies - Old Town: 440.00

#### MILISSA PETERS

OCT 2015

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Total OCT 2015: 55.78

Total MILISSA PETERS: 55.78

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Total Neopost USA Inc: 46.53

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Dated: ______________________________________________________
Mayor: ______________________________________________________
City Council: ______________________________________________________
City Recorder: ______________________________________________________
## TIMNATH TOWN COUNCIL COMMUNICATION

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<th>Item: ORDINANCE NO. 11, An Ordinance Adopting by Reference and Enacting a New Municipal Code for the Town of Timnath; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and Ordinance Shall Become Effective</th>
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<td>November 10, 2015</td>
<td>Presented by: Milissa Peters, CMC</td>
<td>EXECUTIVE SUMMARY:  This Ordinance enacts the Timnath Municipal Code as set by the Ordinances passed by Town Council. Codification of the Timnath Municipal Code cleans up grammatical errors and outdated references. It includes hundreds of ordinances that were previously passed but not formerly integrated in the single Town Code document.  Since the Code was created, professional codification has never been completed. There are no substantive changes to the Code. Aside from the grammatical and reference clean up, the attached ordinance includes language and sections not currently included in the most recent version of the Town Code document but previously approved by Council.  With approval of the proposed ordinance we will be able to provide a link on our website to the Timnath Municipal Code. All future ordinances will be provided to the code company for timely and accurate inclusion into the Timnath Municipal Code. This will insure that the public is receiving the most current and up-to-date information regarding Town rules, regulations and laws.</td>
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<td>STAFF RECOMMENDATION: Staff recommends approval of the attached Ordinance.</td>
<td>KEY POINTS/SUPPORTING INFORMATION:  • Clean up of grammatical errors and formatting.  • Inclusion of all Town ordinances.  • Ability to provide accurate information to the public.  • Proper code maintenance and standardization.</td>
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<td>ADVANTAGES: The Ordinance will provide for a clean, accurate and maintained municipal code.</td>
<td>DISADVANTAGES: None.</td>
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<td>FINANCIAL IMPACT: Monthly maintenance of the code will be $40.00.</td>
<td>RECOMMENDED MOTION: I move to approve ORDINANCE NO. 11, SERIES 2015, FIRST READING, An Ordinance of the Town of Timnath, Colorado, Adopting by Reference and Enacting a New Municipal Code for the Town of Timnath; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and Ordinance Shall Become Effective</td>
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<td>ATTACHMENTS: Ordinance</td>
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TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 11, SERIES, 2015

AN ORDINANCE OF THE TOWN OF TIMNATH, COLORADO, ADOPTING BY
REFERENCE AND ENACTING A NEW MUNICIPAL CODE FOR THE TOWN OF TIMNATH;
PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN;
PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE
MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS
ORDINANCE SHALL BECOME EFFECTIVE

Be It Ordained by the Board of Trustees of the Town of Timnath, Colorado:

Corporation, consisting of Chapters 1 through 18, with Tables and Index, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before the adoption date
of this Ordinance, which are inconsistent with the provisions of the Timnath Municipal Code, to the
extent of such inconsistency, are hereby repealed. The repeal established in this Section 2 shall not be
construed to revive any ordinance or part thereof that had been previously repealed by any ordinance
which is repealed by this Ordinance.

Section 3. The following codes were previously adopted by reference and incorporated in the
Timnath Municipal Code. One (1) copy of each is on file in the Town Clerk's office:

(1) The most recent edition of the Model Traffic Code for Colorado, published by the
Colorado Department of Transportation, as adopted and amended in Section 8-1-10, et seq.;

Council, as adopted and amended in Section 18-1-10, et seq.;

Council, as adopted and amended in Section 18-2-10, et seq.;

(4) The National Electrical Code, adopted by the State of Colorado, as adopted in Section
18-3-10;

Council, as adopted and amended in Section 18-4-10, et seq.;

Council, as adopted and amended in Section 18-5-10, et seq.;

as adopted and amended in Section 18-6-10, et seq.;

as adopted and amended in Section 18-7-10, et seq.;

as adopted and amended in Section 18-8-10, et seq.;

International Code Council, as adopted and amended in Section 18-9-10, et seq.; and

International Code Council, as adopted and amended in Section 18-10-10, et seq.
Section 4. The penalties provided by the Municipal Code of the Town of Timnath are hereby adopted as follows:

(1) Sec. 1-4-20. General penalty for violation. (Chapter 1, General Provisions; Article 4, General Penalty)

(a) Unless otherwise specifically provided, whenever in this Code or any other ordinance of the Town or any order, rule or regulation promulgated under the provisions of this Code or other ordinance of the Town, any act is prohibited, made or declared to be unlawful, an offense, nuisance or misdemeanor, where no specific penalty is provided therefor, any person who is convicted of the violation of any such provision of this Code or other ordinance of the Town or of such orders, rules or regulations shall be punished by a fine of not more than the maximum misdemeanor amount recognized under Title 13, C.R.S., or by imprisonment for a period not exceeding one year, or both such fine and imprisonment, except as hereinafter provided in Section 1-4-30. In addition, such person shall pay all costs and expenses in the case, including attorney fees.

(b) Except as hereinafter provided, every person convicted of a violation of the Model Traffic Code for Colorado, as adopted by this Code, shall, in addition to administrative court costs which may be imposed, be punished by a fine not exceeding the maximum misdemeanor amount recognized under Title 13, C.R.S.; except any person convicted of violating Section 1101, Speed limits, when such person exceeded the lawful speed limit by 20 miles per hour or greater; Section 1105, Speed contest; Section 1401(1), Reckless driving; Section 1409, Compulsory insurance; or Section 1413, Eluding or attempting to elude a police officer, all being violations of the Model Traffic Code for Colorado as adopted by the Town, shall be punished by a fine not exceeding the maximum misdemeanor amount recognized under Title 13, C.R.S., or by imprisonment not exceeding one year, or by both fine and imprisonment.

(c) Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by any such person and shall be punished accordingly.

(2) Sec. 1-4-30. Application of penalties to juveniles. (Chapter 1, General Provisions; Article 4, General Penalty)

Every person who, at the time of commission of the offense, was at least ten but not yet 18 years of age, and who is subsequently convicted of or pleads guilty or nolo contendere to, a violation of any provision of this Code, shall be punished by a fine as set forth in Subsection 1-4-20(a) above per violation or count. Any voluntary plea of guilty or nolo contendere to the original charge or to a lesser or substituted charge shall subject the person so pleading to all fines and/or penalties applicable to the original charge. No such person shall be subject to imprisonment for a violation of any provision of this Code.

(3) Sec. 1-4-40. Fines and penalties; plea of guilty or nolo contendere. (Chapter 1, General Provisions; Article 4, General Penalty)

Any voluntary plea of guilty or nolo contendere to the original charge or to a lesser or substituted charge shall subject the person so pleading to all fines and/or penalties applicable to the original charge.

(4) Sec. 1-4-50. Altering or tampering with Code; penalty. (Chapter 1, General Provisions; Article 4, General Penalty)

Any person who alters, changes or amends this Code, except in the manner prescribed in this Chapter, or who shall alter or tamper with the Code in any manner so as to cause the ordinances of the Town to be misrepresented thereby, shall, upon conviction thereof, be punishable as provided by Section 1-4-20 of this Article.
(5) **Sec. 1-4-60. Penalty for violations of ordinances adopted after adoption of Code.**  
(Chapter 1, General Provisions; Article 4, General Penalty)  

Any person who violates any provision of any ordinance of a permanent and general nature passed or adopted after adoption of this Code, either before or after it has been inserted in the Code by a supplement, shall, upon conviction thereof, be punishable as provided by Section 1-4-20 or 1-4-40 of this Article unless another penalty is specifically provided for the violation.

(6) **Sec. 2-4-20. Contempt power.**  
(Chapter 2, Administration; Article 4, Municipal Court)  

(a) When the Municipal Court finds any person to be in contempt, the Municipal Court may vindicate its dignity by imposing on the contemnor a fine not to exceed $1,000.00 and imprisonment not to exceed a term of 30 days.

(b) In cases of indirect contempt, the alleged contemnor shall have all the rights, privileges, safeguards and protections of a defendant in a petty offense case, including but not limited to a formal written complaint, arraignment and trial by jury.

(7) **Sec. 4-3-160. Assessment, penalties and interest.**  
(Chapter 4, Revenue and Finance; Article 3, Sales Tax)  

(d) **Failure to file penalty.** If a person, taxpayer or vendor neglects or refuses to make a return as required in this Article or fails to pay any sales or use tax as required in this Article, and/or unless the taxpayer shows that his or her failure to comply fully with this Article is due to reasonable cause, which the taxpayer may prove in a hearing requested pursuant to this Article, the Director shall make an estimate, based upon such information as may be available, of the amount of taxes due for the period for which the taxpayer is delinquent and shall add thereto a penalty equal to the greater of the sum of $10.00 or ten percent thereof, and interest on such delinquent taxes at the rate of one percent per month from the date when due.

(f) **Penalty for fraud.** If any deficiency in taxes paid is due to fraud with the intent to evade the tax, there shall be added, instead of the penalty prescribed in Subsection (d) above, a penalty of 100 percent of the total amount of the deficiency to the assessment required by Subsection (a) above. Interest on such deficiency shall accrue and be collected at a rate of one percent per month on the amount of such deficiency from the date the return was due.

(g) **Special penalty for repeated enforcement.** In an assessment issued to a person, vendor or taxpayer against whom enforcement proceedings have been commenced in the past, a special penalty, in addition to all others provided in this Article, shall also be assessed. This special penalty shall be equal to the greater of $250.00 or 25 percent of the tax deficiency. For purposes of this Subsection, enforcement proceedings means:

1. Issuance of a distraint warrant;
2. Filing of a lawsuit in the district or county court; or
3. Three occurrences of the revocation of the person's, vendor's or taxpayer's license by the Director, issuance of a summons to Municipal Court for the nonpayment of taxes, or a combination of revocations and summonses.

(h) **Director may waive penalty.** The Director is hereby authorized to waive, for good cause shown, any penalty assessed as provided in this Article. Interest imposed in excess of nine percent per annum shall be deemed a penalty. If the Director finds that a taxpayer has, in good faith, paid tax to a vendor, the Director is hereby authorized to abate the interest and penalty in its entirety.
(i) **Interest and penalty assessment.** Interest and penalties ascribed under this Article shall be paid upon notice and demand and shall be assessed, collected and paid in the same manner as the tax to which it is applicable. If any portion of a tax is satisfied by credit of an overpayment, no interest or penalty shall be imposed under this Section on the portion of the tax so satisfied.

(8) **Sec. 5-2-500. Assessment of monetary damages. (Chapter 5, Franchises and Communication Systems; Article 2, Cable Television Franchise)**

(a) Upon completion of the procedures set forth above in Section 15-2-495 above, and from the date of the Town's order pursuant to Subsection 15-4-495(c), and after all appeals have been exhausted, the Town may assess against and collect from the Grantee monetary damages as follows:

1. For failure to complete construction of the cable system in accordance with Subsection 5-2-450(a) above: $500.00 per day.

2. For failure to restore damaged property; failure to render payment for reimbursement of any franchise-required expenses; failure to comply with requirements of Division 4 for PEG obligations or capital grants; failure to pay liquidated damages; or failure to file, obtain or maintain the required performance bond or other security instruments in a timely fashion:

   
<table>
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<tr>
<th>Days</th>
<th>Assessment</th>
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<tr>
<td>First 30 days</td>
<td>$75.00</td>
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<tr>
<td>Days 31—60</td>
<td>100.00</td>
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<tr>
<td>Days 61—90</td>
<td>150.00</td>
</tr>
<tr>
<td>Days 91—120</td>
<td>250.00</td>
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3. For violation of technical standards established by the FCC or other lawful authority; failure to pay franchise fees when due; or for any other violation of a monetary obligation to the Town contained in Section 5-2-85, 5-2-95, 5-2-60, 5-2-155, 5-2-160, 5-2-215, 5-2-240 or 5-2-565:

   
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<tr>
<th>Days</th>
<th>Assessment</th>
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<tbody>
<tr>
<td>First 30 days</td>
<td>$50.00</td>
</tr>
<tr>
<td>Days 31—60</td>
<td>75.00</td>
</tr>
<tr>
<td>Days 61—90</td>
<td>150.00</td>
</tr>
<tr>
<td>Days 91—120</td>
<td>250.00</td>
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4. For failure to provide complete and accurate information, reports or filing lawfully required under this agreement or applicable law:

   
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<th>Days</th>
<th>Assessment</th>
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<tbody>
<tr>
<td>First 30 days</td>
<td>$50.00</td>
</tr>
<tr>
<td>Days 31—60</td>
<td>75.00</td>
</tr>
<tr>
<td>Days 61—120</td>
<td>100.00</td>
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5. For any other material violation of this agreement not itemized herein for which the Town sustains actual damages that are in an amount not readily ascertainable:
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<th>Days</th>
<th>Assessment</th>
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<tbody>
<tr>
<td>First 30 days</td>
<td>$  50.00</td>
</tr>
<tr>
<td>Days 31—90</td>
<td>75.00</td>
</tr>
<tr>
<td>Days 91—210</td>
<td>100.00</td>
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In no event shall monetary damages be assessed for a period exceeding 120 days.

. . . .

(9) Sec. 6-1-170. Penalty. (Chapter 6, Business Licenses and Regulations; Article 1, Licenses Generally)

Failure to comply with the terms of this Division shall constitute a civil infraction. Any person who is found guilty of or pleads guilty or nolo contendere to the violation of any section of this Division shall be punished in accordance with the provisions of Section 1-4-20 of this Code. For each day or portion thereof during which any violation continues, a person may be cited for a separate civil infraction. The penalties specified in this Section shall be cumulative, and nothing shall be construed as either prohibiting or limiting the Town from pursuing such other remedies or penalties, including an action at law or equity.

(10) Sec. 6-1-250. Penalty. (Chapter 6, Business Licenses and Regulations; Article 1, Licenses Generally)

Any person convicted of violation of this Division shall be punished in accordance with the provisions of Section 1-4-20 of this Code; provided, however, that no person under the age of 18 years shall be subjected to imprisonment for violation of this Article. Nothing in this Section shall be construed as either prohibiting or limiting the Town from pursuing such other remedies or penalties, including an action at law or equity.

(11) Sec. 6-2-70. Suspension or revocation; fine. (Chapter 6, Business Licenses and Regulations; Article 2, Alcoholic Beverages)

(a) Whenever a decision of the Local Licensing Authority suspending a retail license for 14 days or less becomes final, whether by failure of the retail licensee to appeal the decision or by exhaustion of all appeals and judicial review, the retail licensee may, before the operative date of the suspension, petition the Local Licensing Authority for permission to pay a fine in lieu of having his or her retail license suspended for all or part of the suspension period. Upon the receipt of the petition, the Local Licensing Authority, may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable, and may, in its sole discretion, grant the petition if it is satisfied:

1. That the public welfare and morals would not be impaired by permitting the retail licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes;

2. That the books and records of the retail licensee are kept in such a manner that the loss of sales of alcoholic beverages which the retail licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and

3. That the retail licensee has not had his or her license suspended or revoked, or had any suspension stayed by payment of a fine, during the two years immediately preceding the date of the motion or complaint which has resulted in a final decision to suspend the retail license.
(b) The fine accepted shall be equivalent to 20 percent of the retail licensee's estimated gross revenues from sales of alcoholic beverages during the period of the proposed suspension; provided, however, that the fine shall be not less than $200.00 nor more than $5,000.00.

. . . .

(f) If the Local Licensing Authority does not make the findings required in Subsection (a) above and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date finally set by the Local Licensing Authority.

(12) Sec. 6-3-100. Disciplinary procedures, violations and penalties. (Chapter 6, Business Licenses and Regulations; Article 3, Contractor Licenses)

(a) When the Building Official determines that a contractor has committed any violation of this Article, the Building Official may order a suspension of all privileges granted under such license or certificate pending a hearing by the Town Manager. Such suspension shall not exceed a period of 15 days following the first commission of any such act and shall become effective immediately or when otherwise determined by the Building Official. Such 15-day suspension limitation shall not apply to any subsequent commission of any such act. Notification of said suspension shall be in writing and shall be promptly delivered to the certificate holder or an authorized person listed on such license application, by certified mail to the last known address or by personal delivery. The notification shall state in reasonable detail the essential facts and reasons for said action and shall advise the contractor of the right to appeal the decision of the Building Official to the Town Manager. A copy of any such suspension shall be placed in the public record of the contractor. Failure of any such person to receive such notification of suspension shall not invalidate any suspension imposed hereunder. The Town Manager shall have the power to suspend, revoke or take other disciplinary action on any license or certificate when the Town Manager determines that a holder thereof has committed any of the following:

1. Knowing or deliberate disregard of this Article, the Building Code or any other code adopted by the Town related to a specific construction project under the responsibility of the contractor.

2. Failure to comply with any lawful order of the Building Official.

3. Misrepresentation of a material fact in obtaining a building permit or contractor's license.

4. Employing subcontractors to perform construction for which a contractor's license is required under this Article when such workers are neither employees nor exempt as defined under this Article.

5. Requesting repeated inspections when such inspections reveal that the work performed by the contractor fails to comply with the Building Code and such repeated noncompliance occurs in a manner or to an extent that demonstrates that the contractor either is negligent, not providing adequate supervision or not qualified to perform or supervise the work.

(b) When a contractor's license is revoked, the holder shall not be granted another contractor's license without approval of the Town Manager. After revocation, the Town Manager, in deciding whether to approve a new contractor's license, shall determine whether the applicant has demonstrated that any governmental disciplinary actions that have been taken against any contractor's license currently or previously held by the applicant have resulted in the rehabilitation of the applicant to good and disciplined character for lawful conduct as a contractor. When the Town Manager suspends a contractor's license, the Town Manager shall state the period and conditions of the suspension.
(c) In addition to the suspension or revocation of a contractor's license by the Town Manager as provided herein, any person violating any of the provisions of this Article, any lawful rule or regulation of the Town Council or any lawful order of the Building Official or the Town Manager shall be deemed guilty of a misdemeanor and subject to the penalties set forth in this Code.

. . . .

(13) Sec. 6-6-70. Penalty. (Chapter 6, Business Licenses and Regulations; Article 6, Special Use Permits)

Any person convicted of violation of this Article shall be punished in accordance with the provisions of Section 1-4-20 of this Code; provided, however, that no person under the age of 18 years shall be subjected to imprisonment for a violation of this Article. Nothing in this Section shall be construed as either prohibiting or limiting the Town from pursuing such other remedies or penalties, including an action at law or equity.

(14) Sec. 7-1-210. Violations and penalties. (Chapter 7, Health, Sanitation and Animals; Article 2, Administration and Abatement of Nuisances)

Any person who violates any provision of this Chapter, unless otherwise provided herein, shall be punished in accordance with the provisions of Section 1-4-20 of this Code.

(15) Sec. 7-7-70. Violations; penalties. (Chapter 7, Health, Sanitation and Animals; Article 6, Open Fire and Burning Restrictions)

A violation of any provision of this Article shall be punishable by a fine of not more than $500.00, plus court and administrative costs, as applicable. Each violation shall be deemed a separate offense for purposes of assessing a fine.

(16) Sec. 7-9-530. Reclamation of certain animals restricted or prohibited. (Chapter 7, Health, Sanitation and Animals; Article 9, Animals)

The following restrictions or prohibitions shall apply to the reclamation of the following impounded animals:

1. Animals which are or appear to be vicious may not be reclaimed unless and until a judgment of dismissal is entered by the Municipal Court on the vicious animal charge or, upon a judgment of guilty or no contest, the Municipal Court orders the animal released for the purpose of immediately transporting the animal outside of the Town. Animals released under court order for the purpose of immediately transporting the animal outside of Town shall have a microchip implant or tattoo identifying the animal as being banned from the Town. The cost of the microchip or tattoo shall be paid by the owner.

2. If an animal was impounded on the basis of a violation of any provision of Section 7-9-230, 7-9-270 or 7-9-330 of this Article, then the notice required by Section 7-9-510 of this Article shall include a statement, in writing, that the animal will be disposed of if the owner or keeper does not request a hearing with the Town Manager within ten days of the date of the notice. If a hearing is requested, the Town Manager shall schedule it to occur within five business days and shall give notice of the same to the person requesting the hearing. If, at the conclusion of the hearing, the Town Manager determines that the animal was being kept in violation of any provision of Section 7-9-230, 7-9-270 or 7-9-330, the Town Manager may order the animal disposed of in the manner provided in Section 7-9-550 and not returned to its owner or keeper. Alternatively, if the Town Manager determines that, due to changed circumstances, the animal's health and the public health, safety and welfare
will not be endangered thereby, the Town Manager may order the animal returned to its owner or keeper upon payment of impoundment, boarding or veterinary fees and any other expenses incurred by the Town or the animal shelter in connection with the impoundment of the animal and its subsequent care if the Town Manager determines that, due to changed circumstances, the animal's health and the public health, safety and welfare will not be endangered thereby. If the Town Manager determines that the animal was wrongfully impounded, the Town Manager shall order the animal returned without payment of such fees or expenses. If no hearing is requested, the Town Manager may order the animal disposed of in the manner provided in Section 7-9-550.

(3) Wild or exotic animals kept in violation of Section 7-9-260 of this Article shall not be released to the owner or any other person; provided, however, that the Humane Society may release such animals to the appropriate authorities or a zoo.

(17) Sec. 7-9-610. General penalties. (Chapter 7, Health, Sanitation and Animals; Article 9, Animals)

Any person found guilty of violating any provision of this Article, whether by acting in a manner declared to be unlawful or by failing to act as required, shall be punished in the manner described in Section 1-4-20 of this Code.

(18) Sec. 7-9-620. Additional penalties or requirements for vicious animals. (Chapter 7, Health, Sanitation and Animals; Article 9, Animals)

In addition to the penalties provided in Section 1-4-20 of this Code, the Municipal Judge may order any animal determined to be vicious barred from the Town or destroyed by the Humane Society. If the Municipal Judge orders the specific disposition of the animal, such order shall be carried out immediately. If the owner of the animal is given a choice as to the disposition of the animal, the Municipal Judge shall order the owner to immediately surrender the animal to the animal shelter for impoundment if the same has not already occurred. Such impoundment shall be at the owner's expense. The owner shall make a decision as to the disposition of the animal within five days. If the animal is to be taken out of the Town, the animal shall be released to the owner for the purpose of immediately transporting the animal outside of the Town.

(19) Sec. 8-1-30. Amendments. (Chapter 8, Vehicles and Traffic; Article 1, Model Traffic Code)

The adopted Model Traffic Code is subject to the following additions, modifications and amendments:

(1) Section 225 is hereby amended as follows:


. . . ."

"(3) Any person who violates subsection (1) of this section commits a class B traffic infraction. Any person who violates subsection (1.5) of this section shall, upon conviction, be punished by a fine of five hundred dollars. Fifty percent of any fine for a violation of subsection (1.5) of this section occurring within the corporate limits of a city or town, or within the unincorporated area of a county, shall be transmitted to the treasurer or chief financial officer of said city, town or county, and the remaining fifty percent (50%) shall be transmitted to the State Treasurer and credited to the Highway Users' Tax Fund.

"(4) This section shall not apply to electric motor vehicles."
"(5) The minimum fine for violation of this Section shall be $50 per violation."

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(3) Section 615 is hereby amended to read in full:

"615. School zones.

......

"(3) Any person who commits a moving traffic violation in a school zone is subject to the increased penalties imposed by section 1701 of this Code, which shall include a fine of at least double the fine set for the same violation occurring outside of a school zone.

"(4) This section shall not apply if the penalty and surcharge for a violation has been doubled pursuant to section 614 of this Code because such violation also occurred within a highway maintenance, repair or construction zone.

"(5) This section shall not apply when the official traffic control devices are not operating or when school is not in official session."

......

(20) Sec. 8-1-70. Increase in penalties for moving traffic violations in school zones. (Chapter 8, Vehicles and Traffic; Article 1, Model Traffic Code)

(a) Any person who commits a moving traffic violation in a school zone is subject to increased penalties and surcharges, which shall include a fine double the fines set by the Municipal Judge for the same violation outside of a school zone.

(b) This Section shall not apply if the penalty and surcharge for a violation has been doubled pursuant to the Model Traffic Code because such violation also occurred within a highway maintenance, repair or construction zone.

(21) Sec. 8-1-80. Violation; penalty. (Chapter 8, Vehicles and Traffic; Article 1, Model Traffic Code)

Violations of the Model Traffic Code adopted herein shall be subject to the penalties set by the Municipal Court of the Town pursuant to Colorado Municipal Court Rule 210(b)(5) and Section 1-4-20 of this Code. The penalties and surcharges set forth in the most recent edition of the Model Traffic Code of Colorado are expressly not adopted or applicable.

(22) Sec. 8-3-20. Use of retarders prohibited. (Chapter 8, Vehicles and Traffic; Article 3, Engine Retarder Systems)

(a) It is unlawful to use a retarder (commonly known as a "compression brake") on any truck, bus, automobile or other vehicle within the Town.

(b) This provision shall not restrict the use of a retarder in an emergency.

(c) Any person who violates any of the provisions of this Section shall be guilty of a misdemeanor and shall be punished in accordance with the provisions of Section 1-4-20 of this Code.

(23) Sec. 10-1-90. Penalty. (Chapter 10, General Offenses; Article 1, General Provisions)

Failure to comply with the terms of this Chapter shall constitute a criminal violation. Any person who is found guilty of or pleads nolo contendere to a violation of this Chapter shall be subject to the criminal penalties set forth in Section 1-4-20 of this Code.
Sec. 10-3-100. Unlawful conduct on public property. (Chapter 10, General Offenses; Article 3, Streets and Public Places)

(a) The Town Council may, by duly adopted and approved resolution, impose rules and regulations regarding the use of public properties, including but not limited to public parks, either in whole or specific to specific properties.

(b) Failure to comply with the terms of any adopted rules shall be a class 3 misdemeanor and subject to penalty, including fines as set forth in Section 1-4-20 of this Code. In addition, a peace officer has all powers granted in Section 1-4-90 of this Code to issue summonses, complaints and penalty assessments.

Sec. 10-4-90. Fraud by check. (Chapter 10, General Offenses; Article 4, Public, Private and Personal Property)

(g) In imposing a penalty for violation of this Section, the Municipal Court is specifically authorized and empowered to require restitution in full to the person or entity to whom any such check described herein was issued as a portion of, and/or in addition to, any other penalty deemed appropriate by the Court.

Sec. 10-6-80. Sale and distribution of cigarettes and tobacco products. (Chapter 10, General Offenses; Article 6, Minors)

(b) Any person who knowingly furnishes to a minor, by gift, sale or other means, any cigarettes or tobacco products commits an offense and, upon conviction thereof, shall be punished by a fine of $200.00. It shall be an affirmative defense to a prosecution under this Subsection that the person furnishing the cigarettes or tobacco products was presented with and reasonably relied upon a valid state driver's license or other government-issued form of identification which identified the person receiving the cigarettes or tobacco products as being 18 years of age or older.

(c) Any minor who purchases or attempts to purchase, either directly or through an intermediary, any cigarette or tobacco products and/or is found to be in possession of any cigarettes or tobacco products commits an offense and, upon conviction thereof, shall be punished by a fine of $100.00; except that, following a conviction or adjudication for a first offense under this Subsection, the Court in lieu of the fine may sentence the person to participate in a tobacco education program. The Court may allow such person to perform community service and be granted credit against the fine and court costs at the rate of $5.00 for each hour of work performed, for up to 50 percent of the fine and court costs.

Sec. 10-7-120. Possession of marijuana. (Chapter 10, General Offenses; Article 7, Alcoholic Beverages and Drugs)

(a) It is unlawful for any person under the age of 21 years to possess or use marijuana and, upon a plea of guilty or no contest thereto or conviction thereof, punishment shall be by a fine of not more than $100.00.

(b) It is unlawful for any person to openly and publicly display, consume or use marijuana and, upon a plea of guilty or no contest thereto or conviction thereof, punishment shall be by a fine of not more than $100.00.
(28) Sec. 10-7-130. Possession of drug paraphernalia. (Chapter 10, General Offenses; Article 7, Alcoholic Beverages and Drugs)

(a) A person commits possession of drug paraphernalia if he or she possesses drug paraphernalia and knows, or reasonably should know, that the drug paraphernalia could be used under circumstances in violation of state law.

(b) Any person who commits possession of drug paraphernalia, upon conviction thereof, shall be punished by a fine of not more than $100.00.

(c) The provisions of this Section shall not apply to any person who possesses or uses paraphernalia pursuant to the Colorado Medical Marijuana Code and for a purpose authorized by Amendment 20.

(29) Sec. 10-7-210. Abusing toxic vapors. (Chapter 10, General Offenses; Article 7, Alcoholic Beverages and Drugs)

(d) Any person who knowingly violates the provisions of Subsection (b) or (c) above commits the offense of abusing toxic vapors. Upon conviction thereof, such person shall be punished by a fine of not more than $750.00 for a first offense; and upon conviction of a second or subsequent offense, by a fine of not more than $750.00 and by not more than 12 months imprisonment.

(e) In a prosecution for a violation of this Section, evidence that a container lists one or more of the substances described in Subsection (a) above as one of its ingredients shall be prima facie evidence that the substance in such container contains toxic vapors and emits the fumes thereof.

(30) Sec. 10-8-20. Carrying concealed weapon; forfeiture. (Chapter 10, General Offenses; Article 8, Weapons)

(c) Every person convicted of any violation of this Section shall forfeit to the Town such dangerous or deadly weapon so concealed or displayed.

(d) Nothing in this Section shall be construed to forbid United States Marshals, sheriffs, constables and their deputies and any regular, special or ex officio police officer or other law enforcement officer from carrying or wearing, while on duty, such weapons as shall be necessary in the proper and lawful discharge of their duties.

(31) Sec. 10-9-40. Habitual offender. (Chapter 10, General Offenses; Article 9, Noise)

Three or more violations of Section 10-9-20 above on different dates shall be grounds for revocation of any special use review permit or liquor license after a notice and hearing.

(32) Sec. 11-1-40. Damage to sidewalks; penalty. (Streets, Sidewalks and Public Property; Article 1, Sidewalks)

If any person willfully breaks or otherwise damages any sidewalk, he or she shall be deemed guilty of a misdemeanor and, upon conviction thereof, be fined in accordance with the provisions of Section 1-4-20 of this Code.
(33) **Sec. 11-1-50. Riding of animals and vehicles on sidewalks prohibited.** (Streets, Sidewalks and Public Property; Article 1, Sidewalks)

Any person who rides or drives any horse, burro or other animal upon any public sidewalk, or any person who rides a bicycle, motorcycle or other riding machine or vehicle upon any public sidewalk, shall be deemed guilty of a misdemeanor and, upon conviction, be fined in accordance with the provisions of Section 1-4-20 of this Code.

(34) **Sec. 11-2-50. Revocation of permit.** (Streets, Sidewalks and Public Property; Article 2, Excavations)

(a) The Town Engineer may revoke the permit granted by this Article if the applicant is found to have violated any of the provisions listed in Section 11-2-40 above, or in any of the following circumstances:

1. The permittee violates any of the provisions of the ordinances of the Town governing the activities permitted by the permit;
2. The permittee obtains a permit by fraud or misrepresentation;
3. Revocation is necessary to maintain the public health, safety and welfare; or
4. The permittee fails to maintain the required insurance, bond or other guarantee of performance during the course of the construction and of the warranty period specified by the Town.

(b) The Town Engineer shall advise the permittee in writing of the grounds for revocation of the permit, and the permittee may be allowed to appeal such revocation to the Town Council.

(35) **Sec. 12-1-70. Violations; penalties.** (Chapter 12, Code of Conduct; Article 1, Code of Conduct)

(a) After a hearing held pursuant to Subsection 12-1-60(d) above, if the Town Council, by a majority vote of the members of Town Council entitled to vote thereon, determines that a violation of the Code of Conduct has occurred, the Town Council, by majority vote of the members entitled to vote, may impose the following penalties:

1. If the violation was unintentional or an oversight, the Town Council may issue a verbal admonition, which shall be part of the record of proceedings.
2. If the conduct was negligent, the Town Council may issue a verbal admonition or an official written reprimand, which shall be part of the record of proceedings.
3. If the conduct was intentional, the Town Council may, in its sole discretion:
   a. Issue a verbal admonition, which shall be part of the record of proceedings;
   b. Issue an official written reprimand, which shall be part of the record of proceedings;
   c. Publicly censure the officer; and/or
   d. Remove the officer from his or her office.

(b) The penalties provided for in this Section shall not foreclose the application of any other cause of action or right of action arising under this Code, the Charter or other applicable law.
Sec. 18-6-30. Amendments. (Chapter 18, Building Regulations; Article 6, Fire Code)

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:

(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."

Section 5. Additions or amendments to the Code, when passed in the form as to indicate the intention of the Town to make the same a part of the Code, shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after this Ordinance that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to those provisions of the Code.

Section 7. In the opinion of the Town Council of the Town of Timnath, Colorado, this Ordinance is necessary for the preservation of the public peace, health, and safety, and shall become effective immediately.
Section 7. This Ordinance shall become effective thirty (30) days after publication thereof.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk

ADOPTED AND ORDERED PUBLISHED on this 10th day of November, 2015.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk
EXECUTIVE SUMMARY: The Final PD Development Plan is the final step in creating a Planned Development Overlay District. This district will contain the entire Wildwing Subdivision (excluding the first filing), and seeks to modify some of the standards of the underlying zoning districts. These modifications are detailed on Page 1 of the Project Narrative submitted by the applicant and are listed in this staff report. The Final PD Overlay is 100% in compliance with the Preliminary and Sketch PD Overlay.

KEY POINTS/SUPPORTING INFORMATION:
Owner: Gary Hoover, WW Development, LLC
Applicant: Gary Hoover, WW Development, LLC
Application Type: Rezoning
Case Number: RZ-2014-001

Legal Description/Address: Parcel(s) of land located at the southwest corner of Wildwing Drive and Latham Parkway (LCR1) in the Wildwing Subdivision.

### Process Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Final PD Overlay Application</td>
<td></td>
<td>8/10/2015</td>
</tr>
<tr>
<td>Application Certification</td>
<td></td>
<td>8/10/2015</td>
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<tr>
<td>Notice to Public and Posting of Property</td>
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<td>11/13/2015</td>
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<tr>
<td>Planning Commission Public Hearing</td>
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<td>12/1/2015</td>
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<tr>
<td>Town Council Public Hearing</td>
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<td>12/8/2015</td>
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</tbody>
</table>

Parcel Size (Acres): 283.28 +/- total acres

Number of Lots: Approximately 256-301 Dwelling Units

Existing Zoning: R-2
Existing Land Use: Vacant

Proposed Zoning: R-2 with PD Overlay
Proposed Land Use: Single-Family Residential
Comprehensive Plan Designation: Low Density Residential
SERVICES:
Water: North Weld Water District
Sewer: Boxelder Sanitation District
Fire: Poudre Fire Authority
Special Districts: Wildwing Metro District

Adjacent Zoning/Land Uses:

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<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
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<tbody>
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<td>FA-1, Unincorporated Larimer County</td>
<td>Farming</td>
</tr>
<tr>
<td>South</td>
<td>R-2; Single Family Residential</td>
<td>Residential</td>
</tr>
<tr>
<td>West</td>
<td>FA-1, Unincorporated Larimer County</td>
<td>Farming</td>
</tr>
<tr>
<td>East</td>
<td>Unincorporated Weld County</td>
<td>AG-A</td>
</tr>
</tbody>
</table>

Planning Commission Decision: The Preliminary PD Overlay was approved by Planning Commission at its regularly scheduled meeting on 8/18/2015 by 5-0 vote.

Town Council Decision: The Preliminary Planned Development Overlay was approved by Town Council at its regularly scheduled meeting on 8/25/2015 by 4-0 vote.

DENSITY AND DIMENSIONAL STANDARDS EXCEPTIONS:

1. Modify the R-2 / SFD Density and dimensional standards Table 3-B for the Phase 3 lots only as follows:
   a. Reduce Minimum lot area per dwelling (sf) from 6,000 to 5,500.
   b. Reduce the Minimum side yard setback (feet) from 7 to 5.

REVIEW CRITERIA:
From Section 16.3.4.N.8.C of the Land Use Code:

Final PD Development Plan Review Criteria. In addition to all of the review criteria for a Preliminary PD development plan, the following review criteria will be used by the Town Staff and Board to evaluate all PD applications at the time of preliminary PD plan/final plat:

i. The final PD development plan is substantially consistent with the preliminary PD development plan as approved.
   Response: The Final PD Development plan is 100% in compliance with the approved Preliminary PD Development Plan

ii. All preliminary PD development plan conditions of approval have been adequately addressed on the final PD development plan.
   Response: All the Preliminary PD Development plan conditions have been met and are addressed on the Final PD Development plan.
Referral Comments:
Not Returned: AT&T Communications, Poudre School District, Poudre River Public Library District, CenturyLink, Timnath Finance, Timnath Public Works, Xcel Energy, Larimer County Department of Natural Resources, Timnath Town Attorney, Timnath Post Office, Comcast, Geological Survey, North Weld County Water District, Boxelder Sanitation, Larimer County Department of Health

Returned with no comments: SafeBuilt, Timnath Police Department, Poudre Fire Authority, Timnath Engineering,

Returned with comments: Timnath Community Development

RECOMMENDED MOTION:
I move to recommend approval of the Wildwing Final Planned Development Overlay District, with the following conditions:
  a. Allow staff to continue to work with applicant to address all unresolved non-substantive technical comments to the satisfaction of Town Staff and Referral Agencies

ATTACHMENTS:
  1. Wildwing Approved Sketch Plan (for reference)
  2. Wildwing Final Planned PD Overlay Map
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH APPROVING THE FINAL PLANNED DEVELOPMENT OVERLAY FOR WILDWING SUBDIVISION, GENERALLY LOCATED WEST OF AND ADJACENT TO CR 1/MAIN LATHAM PARKWAY, AND SOUTH OF AND ADJACENT TO WILDWING DRIVE

WHEREAS, WW Development, LLC (the “Developer”) has submitted a Final Planned Development Overlay for the Wildwing Subdivision, more particularly described in Exhibit A (legal description) and Exhibit B (Final Planned Development Overlay) and attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed public hearing was held on December 1, 2015, and the above described Final Planned Development Overlay was recommended for approval to the Town Council by the Town of Timnath Planning Commission with the following conditions:

1. Allow staff to continue to work with applicant to address all unresolved non-substantive technical comments to the satisfaction of Town Staff and Referral Agencies

WHEREAS, a properly noticed public hearing with the Town Council was held on December 8, 2015 and upon hearing the statements of staff, the applicant(s) and giving consideration to the recommendations, the Town Council determines as provided below.

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

Section 1. Property Zoned
That Article 3 of the Timnath Land Use Codes and the map referred to therein as the "Official Zoning Map of the Town of Timnath", said map being part of said Zoning Code and showing the boundaries of the district specified, shall be and the same is hereby amended in the following particulars, to wit:

The existing R-2 zoning is amended with the addition of a Planned Development Overlay – See attached Exhibit A

Section 2. Public Hearing
The Town Council held a public hearing on Tuesday, December 8, 2015 regarding the zoning of the property.

Section 3. 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 or parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.

Section 4. 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 Ordinance available for inspection by the public during regular business hours.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, ON NOVEMBER 10, 2015, AND SET FOR PUBLIC HEARING, AND SECOND READING AT 6:00 P.M. ON DECEMBER 8, 2015 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH COLORADO AND ORDERED PUBLISHED BY TITLE THIS 8TH DAY OF DECEMBER, 2015.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON DECEMBER 8, 2015.

TOWN OF TIMNATH, COLORADO

________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Final Planned Development Overlay

Lots One (1) through Lot Ten (10), Block 1, Wildwing Subdivision Replat D recorded May 17, 2013 as Reception No. 20130037421 of the Records of Larimer County and Wildwing Final Plat Filing No. 1 Amendment No. 2 recorded November 25, 2008 as Reception No. 20080072667 of the Records of Larimer County, situate in the South Half of Section Twenty-four (24) and the North Half of Section Twenty-five (25), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), Town of Timnath, County of Larimer, State of Colorado.

EXCEPTING THEREFROM Lots 1 through Lot 11, Block 1, Lots 1 through Lot 7, Block 16, Lots 1 through Lot 20, Block 15, Lots 2 through Lot 3, Block 2, Lots 1 through Lot 8, Block 6, Lots 1 through Lot 4, Block 7, Lots 1 through Lot 8, Block 8, Lots 1 through Lot 3, Block 24, Tracts A, B, C, E, F, V, H-4, O-1, O-2, O-3, O-4, O-5, MM, LL, KK, L-1, JJ, Wildshore Drive Right of Way, Majestic View Drive Right of Way, Thunderview Drive Right of Way, Chandra Street Right of Way, Summerwind Court Right of Way, White Snow Court Right of Way, Water View Court Right of Way, Wildwing Drive Right of Way, Winterpeak Court Right of Way and Boundless Lane Right of Way, Wildwing Final Plat Filing No. 1 Amendment No. 2

EXCEPTING THEREFROM Wildwing Subdivision Replat E recorded April 24, 2014 as Reception No. 20140020418 of the Records of Larimer County, Wildwing Subdivision Replat C recorded December 19, 2012 as Reception No. 20120091430 of the Records of Larimer County, Wildwing Subdivision Replat A – Corrected recorded December 12, 2012 as Reception No. 20120089533 of the Records of Larimer County, and Wildwing Subdivision Replat B recorded October 17, 2012 as Reception No. 20120072516 of the Records of Larimer County.

Said described parcel of land contains 180.737 Acres, more or less (+).
EXHIBIT B

Final Planned Development Overlay

[attached]
WILDWING AMENDED SKETCH PLAN

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 24 AND THE NORTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF LARIMER, STATE OF COLORADO

FOR REFERENCE
WILDWING AMENDED SKETCH PLAN
A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 24 AND THE NORTH HALF OF SECTION 25, TOWNSHIP 9N, RANGE 86 W6 OF THE 6TH P.M. COUNTY OF LARIMER, STATE OF COLORADO

Landscape Written Description

THE DESIGN APPROACH INCLUDES PROVING AREAS OF LANDSCAPE VALUES AT THE EXISTING WINDY LAKE Locations where the Design and Master Plan Team considered the unique characteristics and opportunities of the WINDY LAKE Site. landscape values include areas of ecological interest, scenic opportunities, open space, and visual access points into the adjoining nature preserves. These areas will be protected within the future development. the landscape design for proposed phases 2 and 3 is based on the existing landscape by integrating turf and ornamental grasses into the overall landscape design. the overall approach is to maintain the natural beauty of the site while providing a cohesive design that enhances the original integrity of the site.

POOLS/COMMUNITY CENTER
There will be one neighborhood park comprising a central amenity which will include a pool. Additional amenities include a playground, park shelter, and unplay area.

COMMUNITY PARK
In the northeast corner of the project is an existing town of TIMNATH COMMUNITY PARK with existing sports fields. it is expected that additional park amenities will be added by the town of TIMNATH in the future.

OPEN SPACE
The Wildwing subdivision is planned to provide visual and direct access to open space for the majority of the lots. the project includes 43.5 acres of open space with dedicated open space adjacent to and surrounding the new development. the surrounding county open space is accessed from the Wildwing community trail system or by walking from the developed areas. the trail system will be designed to provide easy and safe access for all users while enhancing the environmental quality of the site.

The Intersection sidewalks and trail network goes above and beyond the minimum standards of connectivity and quality. in section 24, the existing sidewalks and trail network provides direct connectivity to the neighborhood park. for existing town development, there are multiple loops that can create a very dynamic limits for the residents in this part of town.
**EXECUTIVE SUMMARY:** The draft 2016 Town budget was presented to Council at the Town Council meeting on October 27, 2015.

**STAFF RECOMMENDATION:** Staff recommends approval of the attached Ordinance.

**KEY POINTS/SUPPORTING INFORMATION:**

**Revenues**
- Sales tax revenues projected at 5% increase over 2015 plus new stores anticipated to open in summer of 2016.
- Building related revenues based on assumption that 211 building permits will be issued.
- Net loan proceeds transferred from TDA of approximately $12.6M ($3.7M in 2015).
- Transfer of excess property tax TIF from TDA of approximately $2.9M.
- Assessed valuation has increased 34%.
- Increase in certain impact fees pursuant to BBC Research report.
- Town mill levy remains constant at 6.749 mills for 2016 property tax collections.

**Personnel**
Salary adjustments are included in the 2016 budget as a one-time expense in 2016 for market adjustment purposes.
- Additional new positions include:
  - 1 Full-time Administrative Assistant: This position was a stand alone position but was blended with the Permit Tech position when SAFEbuilt stopped providing the three day per week tech. The Permit Tech workload will be expanded to provide Planning Tech assistance to Community Development, freeing planning staff from administrative work such as mailings. As a result, the Administrative Assistant position needs to be filled to provide general administrative support to me and others.
  - 1 Intern for Assistant Town Manager – for fall 2016.
  - 1 Full-time Public Works Maintenance Worker and 1 part–time seasonal.
  - 2 Police Officers.
  - 1 Police Records Technician.
**Capital Projects**
The Town Council spent significant time discussing the CIP, in various Council meetings throughout the summer, as it relates to our goals and vision. The CIP discussed and agreed on by the Council, has been incorporated in the 2016 draft budget. In addition to those capital items such as Harmony Road improvements, the Parkway, etc., three additional police vehicles will be needed to support requested staff. Staff has, however, discovered a four-year lease program that is easier on our cash flow and allows us to purchase the vehicles at the end of the term.

**ADVANTAGES:** The Town of Timnath Home Rule Charter requires the 2016 budget be adopted no later than December 15, 2015. The schedule and adoption of this budget will comply.

**DISADVANTAGES:** If the ordinance is not passed by December 15, 2015, the Town will not be in compliance with the Home Rule Charter and no 2016 budget will be in place.

**FINANCIAL IMPACT:** This Ordinance establishes the budget for 2016.

**RECOMMENDED MOTION:** I move to approve Ordinance No. 13, Series 2015 entitled “An Ordinance of the Town of Timnath summarizing expenditures and revenues for each fund and adopting budget for the Town of Timnath, Colorado for the calendar year beginning on the first day of January 2016 and ending on the last day of December 2016 and set a public hearing for December 8, 2015”.

**ATTACHMENTS:**
1.) Ordinance 13, Series 2015  
2.) 2016 Draft Budget
TOWN OF TIMNATH
ORDINANCE NO. 13, SERIES 2015


WHEREAS, the Town Manager, in consultation with the Finance Director, prepares the annual budget for Timnath, Colorado, and has prepared said budget and submitted it to the Town Council; and

WHEREAS, the Town Council has considered all relevant factors concerning the budget and made all adjustments to the budget deemed appropriate and proper; and

WHEREAS, the Town Council is required by state law to adopt an annual budget prior to December 15, 2015.

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

Section 1. Budget Attachment. The estimated revenues, expenditures and inter-fund transfers for each fund of the Town of Timnath are set forth in Exhibit A, attached hereto.

Section 2. Budget Adopted. The budget for the Town of Timnath, Colorado, for the fiscal year beginning January 1, 2016, and ending December 31, 2016, is hereby is adopted and approved as the budget for the Town of Timnath for said fiscal year.

Section 3. Public Record. The budget herein approved and adopted shall be signed by the Mayor and the Town Clerk and made a part of the public records of the Town of Timnath.

Section 4. Necessity and Effective Date. In the opinion of the Town Council of the Town of Timnath, Larimer County, Colorado, this Ordinance is necessary for the immediate protection and preservation of the public health, safety, convenience, and general welfare, and it is enacted for that purpose and shall be in full force and effect after passage.

Section 5. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Town Council hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.
Section 6. **Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 7. **Certification.** 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.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON DECEMBER 8, 2015 AT THE TIMNATH TOWN ADMINISTRATIVE BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 10th DAY OF NOVEMBER, 2015.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON DECEMBER 8, 2015.

TOWN OF TIMNATH

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
Exhibit A
Town Budget
## TOWN OF TIMNATH
### SUMMARY
#### 2016 BUDGET AS PROJECTED
##### WITH 2014 ACTUALS AND 2015 ESTIMATED

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<td>Grant Fund (to General Fund)</td>
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<td>24</td>
<td>Total transfers out</td>
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| 25 | Total expenditures and transfers out requiring appropriation | $7,712,068 | $15,763,604 | $4,634,315 | $10,863,543 | $27,614,944 |

| 26 | ENDING FUND BALANCES | $8,895,341 | $3,154,489 | $10,954,547 | $11,501,408 | $7,059,608 |

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PRELIMINARY DRAFT - SUBJECT TO REVISION

11/4/2015
# TOWN OF TIMNATH

## SUMMARY

### 2016 BUDGET AS PROJECTED

**WITH 2014 ACTUALS AND 2015 ESTIMATED**

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<td><strong>FUNDS RESERVED FOR:</strong></td>
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<td>30 1/4 Cent</td>
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<td>469,477</td>
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<td>35 Storm drainage impact fees</td>
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<td>36 Wild Wing</td>
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<td>37 Offsite storm</td>
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<td>38 Offsite streets</td>
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<td><strong>FUNDS DESIGNATED FOR:</strong></td>
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<td>744,800</td>
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<td>-</td>
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<td>$11,501,408</td>
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PRELIMINARY DRAFT - SUBJECT TO REVISION

11/4/2015
## TOWN OF TIMNATH
### GENERAL FUND
#### 2016 BUDGET AS PROJECTED
##### WITH 2014 ACTUALS AND 2015 ESTIMATED

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<td>$8,895,341</td>
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<td><strong>TAXES</strong></td>
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<td>9,400</td>
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<td>-</td>
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<td>-</td>
<td>882,971</td>
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<td>2,231,861</td>
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<td>2,859,915</td>
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<td>2,808,088</td>
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<td><strong>LICENSES, FEES AND CHARGES</strong></td>
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<td>Sales tax and business license fees</td>
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<td>13,500</td>
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<td>17,175</td>
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<td>445,102</td>
<td>672,000</td>
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<td>100,000</td>
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<td>Community development fees</td>
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<td>25,000</td>
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<td>227,200</td>
<td>140,672</td>
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<td>1,947,033</td>
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<td>2,582,519</td>
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<td><strong>OTHER</strong></td>
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<td>107,253</td>
<td>160,000</td>
<td>173,700</td>
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<td><strong>TRANSFERS IN</strong></td>
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<td>Grant Fund</td>
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<td>74,074</td>
<td>138,485</td>
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<tr>
<td>Total transfers in</td>
<td>164,542</td>
<td>68,200</td>
<td>74,074</td>
<td>138,485</td>
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PRELIMINARY DRAFT - SUBJECT TO REVISION

11/4/2015
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<tr>
<th>EXPENDITURES</th>
<th>2014 ACTUAL</th>
<th>2015 BUDGET</th>
<th>7/31/15 ACTUAL</th>
<th>2015 ESTIMATED</th>
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<td>92 Town Council expenditures</td>
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<td>4,682</td>
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<td>93 Town Administration - salaries and benefits</td>
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<td>96 County Treasurer and other fees</td>
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<td>19,400</td>
<td>15,629</td>
<td>22,000</td>
<td>28,000</td>
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<td>97 Dues and memberships</td>
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<td>3,677</td>
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<td>6,000</td>
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<td>142,132</td>
<td>241,000</td>
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<td>19,400</td>
<td>15,629</td>
<td>22,000</td>
<td>28,000</td>
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<td>100 Human resources - contracted</td>
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<td>6,414</td>
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<td>75,000</td>
<td>34,364</td>
<td>75,000</td>
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<td>5,000</td>
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<td>1,667,662</td>
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**MUNICIPAL COURT**

| 117 Municipal Judge | 2,550 | 3,000 | 1,560 | 2,500 | 6,000 |
| 118 Legal | 13,200 | 13,200 | 6,600 | 13,200 | 26,400 |
| 119 Translator | 110 | 1,000 | 80 | 500 | 1,000 |

**TOTAL MUNICIPAL COURT**

| 120 | 15,860 | 17,200 | 8,240 | 16,200 | 33,400 |

**COMMUNITY DEVELOPMENT**

| 122 Salaries and benefits | - | - | 889 | 12,923 | 56,284 |
| 123 Planning services - Contracted | 247,215 | 305,000 | 181,949 | 305,000 | 320,250 |
| 124 Master planning studies | 26,717 | 206,000 | 75,485 | 154,000 | 100,000 |
| 125 Consulting services | 3,870 | 10,000 | 6,006 | 15,000 | 30,000 |
| 126 Building permits - Contracted | 39,062 | 40,000 | 20,156 | 25,000 | 10,000 |
| 127 Code enforcement - Contracted | 18,802 | 25,000 | 8,933 | 20,000 | 25,000 |
| 128 Development review | 410,595 | 350,000 | 290,315 | 445,000 | 467,400 |
| 129 General Office and Administration | 10,758 | 13,500 | 4,403 | 13,500 | 26,000 |
| 130 Other | 811 | 3,800 | 113 | 3,800 | 6,000 |

**TOTAL COMMUNITY DEVELOPMENT**

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<th>588,249</th>
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<td><strong>PUBLIC SAFETY</strong></td>
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<td>-</td>
<td>29,046</td>
<td>50,000</td>
<td>50,000</td>
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<td>146 Mosquito control</td>
<td>27,306</td>
<td>37,000</td>
<td>18,551</td>
<td>40,000</td>
<td>40,000</td>
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<tr>
<td>147 Weed control</td>
<td>9,450</td>
<td>20,000</td>
<td>8,000</td>
<td>20,000</td>
<td>20,000</td>
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<tr>
<td>148 Grading</td>
<td>6,798</td>
<td>15,000</td>
<td>8,552</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>149 Building repairs and maintenance</td>
<td>12,443</td>
<td>-</td>
<td>-</td>
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<td>150 Vehicles - repairs and maintenance</td>
<td>39,842</td>
<td>127,000</td>
<td>91,173</td>
<td>115,000</td>
<td>137,012</td>
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<td>151 Materials</td>
<td>7,916</td>
<td>10,000</td>
<td>1,325</td>
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<td>152 Equipment rentals</td>
<td>-</td>
<td>2,000</td>
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<td>153 Holiday decorations</td>
<td>455</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>154 Snow plowing</td>
<td>15,457</td>
<td>20,000</td>
<td>443</td>
<td>20,000</td>
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<td>155 Street sweeping</td>
<td>2,050</td>
<td>6,000</td>
<td>-</td>
<td>6,000</td>
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<tr>
<td>156 Street lighting</td>
<td>59,888</td>
<td>65,000</td>
<td>37,483</td>
<td>65,000</td>
<td>70,000</td>
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<td>157 Signal maintenance</td>
<td>11,444</td>
<td>10,000</td>
<td>3,097</td>
<td>10,000</td>
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<td>158 Drainage</td>
<td>7,920</td>
<td>20,000</td>
<td>-</td>
<td>15,000</td>
<td>20,000</td>
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<tr>
<td>159 Road maintenance/resurfacing</td>
<td>189,050</td>
<td>350,000</td>
<td>-</td>
<td>340,000</td>
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<td>160 Landscape maintenance</td>
<td>1,580</td>
<td>30,000</td>
<td>3,970</td>
<td>15,000</td>
<td>30,000</td>
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<td>161 Street signs</td>
<td>2,411</td>
<td>7,000</td>
<td>1,619</td>
<td>7,000</td>
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<tr>
<td>162 Street striping</td>
<td>39,470</td>
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<td>50,000</td>
<td>50,000</td>
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<td>163 Town clean-up day</td>
<td>5,295</td>
<td>8,000</td>
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<td>8,000</td>
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<td>164 Tractor lease</td>
<td>14,116</td>
<td>14,116</td>
<td>8,234</td>
<td>14,116</td>
<td>14,116</td>
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<tr>
<td>165 Other</td>
<td>18,866</td>
<td>24,000</td>
<td>4,588</td>
<td>18,000</td>
<td>24,000</td>
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<tr>
<td><strong>TOTAL PUBLIC WORKS</strong></td>
<td>936,234</td>
<td>1,349,744</td>
<td>488,827</td>
<td>1,298,489</td>
<td>1,519,861</td>
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<tr>
<td><strong>PARKS AND RECREATION</strong></td>
<td></td>
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<tr>
<td>168 Salaries and benefits</td>
<td>11,122</td>
<td>15,899</td>
<td>3,687</td>
<td>15,210</td>
<td>15,659</td>
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<td>169 Park maintenance</td>
<td>14,793</td>
<td>20,000</td>
<td>10,359</td>
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<td>30,000</td>
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<td>170 Reservoir lease</td>
<td>107,530</td>
<td>110,756</td>
<td>64,178</td>
<td>110,435</td>
<td>113,748</td>
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<tr>
<td>171 General Park Development</td>
<td>687</td>
<td>75,000</td>
<td>526</td>
<td>50,000</td>
<td>75,000</td>
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<tr>
<td>172 General Trail Improvements</td>
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<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>173 Harmony Bridge Sculpture</td>
<td>2,907</td>
<td>190,000</td>
<td>-</td>
<td>100,000</td>
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<tr>
<td>174 Poudre River Trail - Regional - Corridor</td>
<td>-</td>
<td>79,800</td>
<td>10,131</td>
<td>79,800</td>
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<tr>
<td>175 Poudre River Trailhead Park</td>
<td>128</td>
<td>250,000</td>
<td>170,264</td>
<td>275,000</td>
<td>200,000</td>
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<tr>
<td>176 Poudre Trail Regional - County</td>
<td>-</td>
<td>143,130</td>
<td>143,130</td>
<td>175,000</td>
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<td>177 Poudre Trail Regional - Design &amp; Construction Adm</td>
<td>17,480</td>
<td>10,000</td>
<td>-</td>
<td>12,000</td>
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<tr>
<td>178 Timnath South Regional Park - Master Plan</td>
<td>50,957</td>
<td>40,000</td>
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<tr>
<td>179 Timnath South Regional Park - Construction</td>
<td>-</td>
<td>1,100,000</td>
<td>153,445</td>
<td>1,200,000</td>
<td>1,800,000</td>
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<tr>
<td>180 Timnath Reservoir Trail and Park</td>
<td>15,530</td>
<td>500,000</td>
<td>1,942</td>
<td>100,000</td>
<td>250,000</td>
</tr>
<tr>
<td>181 Wildwing Park</td>
<td>166,329</td>
<td>275,000</td>
<td>16,653</td>
<td>100,000</td>
<td>75,000</td>
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<tr>
<td><strong>TOTAL PARKS AND RECREATION</strong></td>
<td>387,463</td>
<td>2,809,585</td>
<td>574,315</td>
<td>2,237,445</td>
<td>2,809,408</td>
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</tbody>
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**TOWN OF TIMNATH**

**GENERAL FUND**

**2016 BUDGET AS PROJECTED**

**WITH 2014 ACTUALS AND 2015 ESTIMATED**

PRELIMINARY DRAFT - SUBJECT TO REVISION

11/4/2015
## Town of Timnath
### General Fund
#### 2016 Budget as Projected
WITH 2014 ACTUALS AND 2015 ESTIMATED

<table>
<thead>
<tr>
<th>183 Capital Outlay</th>
<th></th>
<th></th>
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<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Roads and Utilities</strong></td>
<td></td>
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<tr>
<td>185 Bethke School Zone</td>
<td>-</td>
<td>36,000</td>
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<td>-</td>
<td>36,000</td>
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<tr>
<td>186 Harmony Road Widening Phase IIA</td>
<td>14,345</td>
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<td>187 Harmony Road Phase IIA Landscaping</td>
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<td>188 Harmony Road Widening Phase III</td>
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<td>31,795</td>
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<td>189 Harmony Road Widening Phase IV</td>
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<td>95,000</td>
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<td>190 Harmony Interchange Landscape North</td>
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<tr>
<td>191 Main Street Traffic Circle</td>
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<td>192 4th Street Pedestrian Improvements</td>
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<tr>
<td>193 Parkway Improvements</td>
<td>-</td>
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<td>2,500,000</td>
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<tr>
<td>194 Riverbend Infrastructure</td>
<td>528,511</td>
<td>1,150,000</td>
<td>889,286</td>
<td>2,023,000</td>
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<td>195 Riverbend Fire Station Emergency Signal</td>
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<td>-</td>
<td>200,000</td>
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<tr>
<td>196 Fewell/Riverbend Road</td>
<td>-</td>
<td>-</td>
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<td>197 Summerfield Parkway Ditch Crossing</td>
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<td>490,000</td>
<td>36,608</td>
<td>90,000</td>
<td>875,000</td>
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<td>198 Offsite Sewer Extension</td>
<td>2,521,771</td>
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<td>249,822</td>
<td>290,000</td>
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<tr>
<td>199 Old Town Improvements - Phase 2 (North)</td>
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<td>90,000</td>
<td>66,441</td>
<td>75,000</td>
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<td>200 Old Town Improvements - Phase 2 (South)</td>
<td>-</td>
<td>-</td>
<td>66,441</td>
<td>75,000</td>
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<td>201 Old Town sewer connections - Phase 1</td>
<td>-</td>
<td>240,000</td>
<td>31,126</td>
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<td>202 Old Town sewer tap fees - Phase 1</td>
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<td>154,000</td>
<td>220,000</td>
<td>258,000</td>
<td>29,000</td>
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<tr>
<td><strong>Buildings and Equipment</strong></td>
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<td>204 Emergency preparedness</td>
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<td>70,000</td>
<td>57,395</td>
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<tr>
<td>205 New Town Hall</td>
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<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>206 New PD Facility</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>207 Public Works / Town Admin Building</td>
<td>-</td>
<td>150,000</td>
<td>-</td>
<td>150,000</td>
<td>100,000</td>
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<td>208 Speeding sign</td>
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<td>25,000</td>
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<td>15,000</td>
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<td>209 Website upgrade</td>
<td>17,651</td>
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<td>2,668</td>
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<tr>
<td><strong>Stormwater</strong></td>
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<tr>
<td>211 Boxelder - Fort Collins IGA</td>
<td>200,000</td>
<td>1,900,000</td>
<td>-</td>
<td>-</td>
<td>2,000,000</td>
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<tr>
<td><strong>Community Revitalization/Visioning Projects</strong></td>
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<td></td>
<td></td>
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<tr>
<td>212 -</td>
<td>1,850,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,500,000</td>
</tr>
<tr>
<td><strong>Other</strong></td>
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<tr>
<td>214 Contingency</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>215 Main Street Railroad Crossing Conversion</td>
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<tr>
<td>216 Railroad Crossing Improvements - Three Bell</td>
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<td>-</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>217 Signage and monumentation</td>
<td>-</td>
<td>250,000</td>
<td>-</td>
<td>30,000</td>
<td>120,000</td>
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<tr>
<td>218 DOLA Loan</td>
<td>70,112</td>
<td>70,112</td>
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<td>70,112</td>
<td>70,112</td>
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<tr>
<td><strong>TOTAL CAPITAL OUTLAY</strong></td>
<td>3,352,390</td>
<td>8,130,112</td>
<td>1,677,402</td>
<td>4,011,112</td>
<td>19,075,112</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>7,547,526</td>
<td>15,695,404</td>
<td>4,560,241</td>
<td>10,725,058</td>
<td>27,614,944</td>
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<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>$ 8,895,341</td>
<td>$ 3,154,489</td>
<td>$ 10,954,547</td>
<td>$ 11,501,408</td>
<td>$ 7,059,608</td>
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</table>
## TOWN OF TIMNATH
### SPECIAL REVENUE FUND - GRANTS
#### 2016 BUDGET AS PROJECTED
##### WITH 2014 ACTUALS AND 2015 ESTIMATED

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>ACTUAL</td>
<td>BUDGET</td>
<td>ACTUAL</td>
<td>ESTIMATED</td>
<td>PROJECTED</td>
</tr>
</tbody>
</table>

### BEGINNING FUND BALANCE

|                      | $4,000 | $ | - | - | - | - |

### REVENUE

#### State Grants

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Timnath South - Regional Park - Master Planning</td>
<td>-</td>
<td>68,200</td>
<td>68,235</td>
<td>68,235</td>
<td>-</td>
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<tr>
<td>Poudre River Trailhead Park</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>69,510</td>
<td>-</td>
</tr>
<tr>
<td>Public Safety - fire arms</td>
<td>-</td>
<td>-</td>
<td>2,755</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Federal</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### Total revenue

|                      | 160,542 | 68,200 | 74,074 | 138,485 | - |

### Total funds available

|                      | 164,542 | 68,200 | 74,074 | 138,485 | - |

### EXPENDITURES

#### Total expenditures

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### TRANSFERS OUT

|                      | 164,542 | 68,200 | 74,074 | 138,485 | - |

### Total expenditures and transfers out requiring appropriation

|                      | 164,542 | 68,200 | 74,074 | 138,485 | - |

### ENDING FUND BALANCE

|                      | $ | - | $ | - | $ | - | - | - | - | - |

---

PRELIMINARY DRAFT - SUBJECT TO REVISION

7

11/4/2015
**TOWN COUNCIL COMMUNICATION**

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>November 10, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presented by:</td>
<td>April D. Getchius, AICP</td>
</tr>
<tr>
<td></td>
<td>Town Manager</td>
</tr>
<tr>
<td>Item:</td>
<td>ORDINANCE NO. 14, SERIES 2015</td>
</tr>
<tr>
<td></td>
<td>AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE TOWN OF TIMNATH, COLORADO, FOR THE 2016 BUDGET YEAR.</td>
</tr>
</tbody>
</table>

**EXECUTIVE SUMMARY:**
The 2016 Budget has been presented for approval. The Town Council will need to appropriate the following funds:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$27,614,944</td>
</tr>
<tr>
<td>Grant Fund</td>
<td>0</td>
</tr>
<tr>
<td>Total Expenditures and Transfers out</td>
<td>$27,614,944</td>
</tr>
</tbody>
</table>

**ADVANTAGES:**
The Town of Timnath Home Rule Charter requires the 2016 appropriations be adopted no later then the date required by law for certification of the mill levy, which is December 8, 2015.

**DISADVANTAGES:**
If the appropriating sums of money ordinance are not passed by December 8, 2015 the Town of Timnath, will not be in compliance with the Home Rule Charter.

**FINANCIAL IMPACT:**
This Ordinance appropriates funds for the 2016 budget for the Town of Timnath.

**RECOMMENDED MOTION:**
I move to approve Ordinance No. 14, Series 2015 an ordinance of the Town of Timnath, Colorado, appropriating sums of money to the various funds and spending agencies, in the amount and for the purpose as set forth below, for the Town of Timnath, Colorado, for the 2016 budget year, and set public hearing for December 8, 2015 at 6 pm.

**ATTACHMENTS:**
1.) Ordinance 14, Series 2015
WHEREAS, the Town of Timnath has adopted the annual budget in accordance with the Local Government Budget Law, on December 8, 2015, and;

WHEREAS, the Town of Timnath has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Town of Timnath.

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

Section 1. The following sums are hereby appropriated from the revenue and beginning fund balances of each fund, to each fund, for purposes stated:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$27,614,944</td>
</tr>
<tr>
<td>Grant Fund</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES AND TRANSFERS OUT</td>
<td>$27,614,944</td>
</tr>
</tbody>
</table>

Section 2. Necessity. In the opinion of the Town Council of the Town of Timnath, Larimer County, Colorado, this Ordinance is necessary for the immediate protection and preservation of the public health, safety, convenience, and general welfare, and it is enacted for that purpose and shall be in full force and effect after passage.

Section 3. Effective Date. This ordinance shall be published by title only and become effective as provided by law.

Section 4. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Town Council hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.
Section 5. **Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 6. **Certification.** The Town Clerk shall certify to the passage of this ordinance and make not less than one copy available for inspection by the public during regular business hours.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON DECEMBER 8, 2015 AT THE TIMNATH TOWN ADMINISTRATIVE BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 10th DAY OF NOVEMBER, 2015.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON DECEMBER 8, 2015.

TOWN OF TIMNATH

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
TOWN COUNCIL COMMUNICATION

Meeting Date: November 10, 2015
Item: Ordinance 15, Series 2015
Timnath Land Use Code

Presented by:
Matt Blakely,
Town Planner

Ordinance ✓
Resolution □
Discussion □
For Information □

EXECUTIVE SUMMARY:

The Town’s Land Use Code Consultant (Orion Planning Group) along with Town Staff has completed the draft Land Use Code.

Planning Commission Decision: The Timnath Land Use Code was approved by Planning Commission at its regularly scheduled meeting on 11/3/2015 by 5-0 vote.

STAFF RECOMMENDATION: Staff recommends that the Planning Commission recommend approval of the Land Use Code to the Timnath Town Council.

KEY POINTS/SUPPORTING INFORMATION:

The following changes have been made to the Land Use Code since the draft version presented to Town Council and the Planning Commission at the April 28, 2015 Work Session:

<table>
<thead>
<tr>
<th>Section</th>
<th>Change</th>
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<tbody>
<tr>
<td>1.7</td>
<td>Changed Board of Trustees to Town Council - Applied to whole document</td>
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<tr>
<td>1.9</td>
<td>Added effective date on 1/1/2016</td>
</tr>
<tr>
<td>Table 2.1</td>
<td>Changed D to TP in 2.9.9 and 2.9.11 Decision Cells</td>
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<tr>
<td>2.9.1.2</td>
<td>Added Fee Agreement</td>
</tr>
<tr>
<td>2.9.3</td>
<td>Changed section heading to Application Procedures</td>
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<tr>
<td>2.9.3.2</td>
<td>Added Fee Agreement</td>
</tr>
<tr>
<td>2.9.3.4</td>
<td>Changed Section Heading to Completeness Review, added option to be waived by Town Planner</td>
</tr>
<tr>
<td>2.9.3.4 D</td>
<td>Formatting</td>
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<tr>
<td>2.9.6.3 A</td>
<td>Updated to match new heading on 2.9.3</td>
</tr>
<tr>
<td>2.9.7.3.A</td>
<td>Updated to match new heading on 2.9.4</td>
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<tr>
<td>2.9.8.1</td>
<td>Updated to match new heading on 2.9.4</td>
</tr>
<tr>
<td>2.9.9.7</td>
<td>Changed Decision language</td>
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<tr>
<td>2.9.10.3</td>
<td>Added Minor Subdivision to Heading</td>
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<tr>
<td>2.9.12.3</td>
<td>Updated to match new heading on 2.9.4</td>
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<tr>
<td>2.9.13.6</td>
<td>Added Staff Review and updated section numbers for following sections</td>
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</tbody>
</table>
3.3.3 Formatting
3.5 Removed Pictures

Table 4.1 Added structures to Accessory building and Uses
Added Temporary Building
Removed Public School limitations per Statute
4.4.18 Modified Accessory building and structure definition
4.4.26 Added Temporary Building definition - Renumbered following sections
4.4.27 (26) Added requirement that all temporary uses require a permit

Table 5.1 Formatting
Table 5.2 Changed rear lot setback to Principle Building to 20' for RE, R1, and R2
Added Table Header on 2nd page
5.2.1.1 Clarified encroachment into setbacks
5.2.1.3 added section to clarify encroachment into setbacks for covered decks and patios
5.6.1 Adjusted Diagrams
Table 5.3 Formatting revision
5.7.5.2 G Added Access Easement requirement and language to break up long blocks and connect through cul de sacs
5.7.5.2 H Formatting
5.7.5.2 J Changed soft trail minimum width to 2' and removed construction specification.
5.7.6.4 C Formatting
5.7.6.4 C 1 Changed from Population based to Dwelling Unit based, removed Community Park land dedication option, only Fee in Lieu available
5.7.7.1 A.2.h Added no trees with in 30' of regulatory signs
5.7.7.1 A.4.f Formatting
Table 5.4 Changed formatting, added requirement for temporary irrigation to native seed areas, added requirement for owner to maintain adjacent ROW
Table 5.5 Updated B-district buffers
5.7.8 Added Landscape Design Standards
5.8.7 Updated clarification of non residential uses
Table 5.6 Table of Parking Requirements - Updated all quantities
5.9 Added Old Town Design Guidelines
6.4 Added section references and Town Council as Approving Body
6.6.1 C Update shared driveways definition to require a site plan
6.6.2 B Added Reference to the Town Transportation Master Plan
6.6.5 Updated minimum requirements for all incentives based on discussions with developers and Council
7.3.4.3 Changed to reflect sign program
7.6.15 Added Section reference
7.10.2.4 Added Flag and feather signs to banners definition

8.2 Formatting
8.3.2 Formatting
8.3.2.5 Removed Cisterns
8.4.2 Changed classified wetlands to regulated wetlands to be consistent with definitions
8.8 Deleted section on Sedimentation and erosion control, this is covered in the design criteria manual

10.5.2 Removed fee amounts - reference to Municipal Fees
10.6 Removed antiquated standards for submittal copies
10.7.1 Removed antiquated standards for final Mylar copies

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**ADVANTAGES:**
- The Land Use Code update cleans up inconsistencies with the current code.
- This update will be easier to navigate by the public and the development community.
- Is in line with current land use practices.
- Is compatible with the Town’s Comprehensive Plan.

**DISADVANTAGES:**
- None

**FINANCIAL IMPACT:**
- None

**RECOMMENDED MOTION:**
- I move to recommend approval of the Land Use Code

**ATTACHMENTS:**
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH ADOPTING
BY REFERENCE A CODIFICATION OF THE LAND USE ORDINANCES OF THE TOWN
OF A GENERAL AND PERMANENT NATURE, ENTILED THE “TIMNATH LAND USE
CODE, 2015 EDITION” TO BECOME CHAPTER 16 OF THE TIMNATH MUNICIPAL
CODE; PROVIDING PENALTIES FOR THE VIOLATIONS OF THE ADOPTED CODE;
AND PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED IN
SUCH LAND USE CODE

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

WHEREAS, the Town had had numerous meetings and workshops with the Planning Commission on February 17, and April 7, and with Town Council on April 14, April 28, and May 12 on the proposed Land Use Code prior to its initial introduction on November 10, 2015, and has published notice of public hearing on the proposed Land Use Code; and

WHEREAS, the Timnath Planning commission held a regularly scheduled meeting on November 3, 2015 and recommended approval to Town Council unanimously by 5-0 vote; and

WHEREAS, in order to ensure the Land Use Code reflects the desires of the Town and includes provisions which are fair to all in enforcement and applicability, the Town Council desires to amend certain provisions of that Article.

NOW, THEREFORE, THE COUNCIL OF THE TOWN OF TIMNATH, COLORADO, ORDAINS:

Section 1. Amendments
There are no code amendments at this time.

Section 2. Code Revision
Minor changes such as the format and other changes 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 3. 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 or parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.

**Section 4. Repeal.**
Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**Section 5. 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.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, ON NOVEMBER 10, 2015, AND SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON DECEMBER 8, 2015 AT THE TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH COLORADO AND ORDERED PUBLISHED BY TITLE THIS 8TH DAY OF DECEMBER, 2015.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON DECEMBER 8, 2013.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
WELCOME
to the
Timnath
Land Use Code

DRAFT
10/30/2015
How to Use This Interactive Version

There are several features allowing quick easy navigation through this document. They are as follows.

Tabs on the right side are linked to their respective Articles. Clicking on the tab takes you to the first page of that Article.

The left arrow \( \Rightarrow \) at the bottom of the page takes you back one page

The symbol \( \Rightarrow \) takes you to the Table of Contents

The arrow \( \Rightarrow \) takes you back to the previous page viewed. This is helpful if you click on a link which moves you many pages away because you can then go back to where you were without having to remember what page you were on.

The right arrow \( \Rightarrow \) takes you to the next page.

The Table of Contents takes you to any section you click on.

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ARTICLE 1. AUTHORITY, PURPOSE AND APPLICABILITY

1.1 Purpose

1.1.1 The purpose of this Code is to create a vital, cohesive, well-designed community in order to enhance the Town’s character and further the citizens’ goals as identified in the Town of Timnath Comprehensive Plan. This Code is designed to:

- Encourage the most appropriate use of land in the Town;
- Encourage innovative, quality site design, architecture and landscaping;
- Promote compact, well-defined, sustainable neighborhoods that enhance the Town’s character;
- Create livable neighborhoods that foster a sense of community and reduce dependency on vehicles;
- Encourage the proper arrangement of streets in relation to existing and planned streets and ensure that streets facilitate safe, efficient and pleasant walking, biking and driving;
- Provide a variety of lot sizes and housing types in every neighborhood;
- Protect sensitive natural and historic areas and the Town of Timnath’s environmental quality;
- Integrate a high quality natural environment into the developed portions of the community;
- Facilitate adequate and efficient provision of transportation, water, sewerage, schools, parks and other public requirements;
- Provide protection from geologic, flood and fire hazards and other dangers; and
- Promote the health, safety, morals and general welfare of Town of Timnath and its residents.

1.1.2 This ordinance establishes the regulations and standards governing the use and development of land within the Town of Timnath. Included are provisions for the annexation, subdivision and zoning of land, as well as the administrative procedures governing the submission of applications, administrative and public reviews, and appeals. Also included are Town of Timnath standards for site design, landscaping, parking and public infrastructure.

1.2 Title

This ordinance shall be known and may be cited as the Town of Timnath Land Use Code.

1.3 Authority

1.3.1 This Code is adopted pursuant to the authority contained in the Colorado Revised Statutes (C.R.S.), and the Colorado Constitution, Article XX, Section 6. Local governments are provided broad authority to plan for and regulate the use of land within their jurisdictions, as authorized in Title 29, Article 20, et seq. and Title 31, Article 23, et seq. of the C.R.S.,
as amended. Additional statutory authority may also exist for specific types of land use regulation.

1.3.2 Whenever a section of the Colorado Revised Statutes cited in this Code is later amended or superseded, this Code shall be deemed amended to refer to the amended section or section that most nearly corresponds to the superseded section.

1.4 Jurisdiction

1.4.1 This Code shall be effective throughout the Town of Timnath's corporate boundaries for purposes of zoning and subdivision regulation. The Town of Timnath's planning jurisdiction also includes all land within the Town of Timnath and, where applicable, the lands within three miles of the Town of Timnath's boundaries with reference to a major street plan if one exists.

1.4.2 A copy of a map showing the boundaries of the Town of Timnath and the area within the three-mile planning jurisdiction shall be available for public inspection in the Town of Timnath offices.

1.5 Interpretation

In their interpretation and application, the provisions of this Code shall be held to be minimum requirements for the promotion of the public health, safety and welfare. Whenever the requirements of this Chapter are at variance with the requirements of any other lawfully adopted rules, regulations or ordinances, the more restrictive, or that imposing the higher standard, shall govern.

1.6 Applicability

1.6.1 The provisions of the Town of Timnath Land Use Code shall apply to any and all development of land within the municipal boundaries of the Town unless expressly and specifically exempted or provided otherwise in this Code. No development shall be undertaken without prior and proper approval or authorization pursuant to the terms of this Code. All development shall comply with the applicable terms, conditions, requirements, standards and procedures established in this Code.

1.6.2 Except as herein provided, no building, structure or land shall be used and no building or structure or part thereof shall be erected, constructed, reconstructed, altered, repaired, moved or structurally altered except in conformance with the regulations herein specified for the zone district in which it is located, nor shall a yard, lot or open space be reduced in dimensions or area to an amount less than the minimum requirements set forth herein.

1.6.3 Whenever both the provisions of this Code and provisions of any other law cover the same subject matter, the more restrictive provision shall govern.

1.6.4 This Code establishes procedural and substantive rules for obtaining the necessary approval to develop land and construct buildings and structures. Development applications will be reviewed for compliance with the Town of Timnath Comprehensive Plan and with adopted regulations, policies and other guidelines.

1.7 Relationship To Existing Ordinances
All ordinances, resolutions or motions of the Town of Timnath Town Council or parts thereof in conflict with this Code are to the extent of such conflict hereby superseded and repealed, provided that no such repeal shall repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby. The adoption of this Code shall not adversely affect the Town of Timnath’s right to seek remedies for any violation of previous ordinances that occurred while those ordinances were in effect.

1.8 Relationship To The Comprehensive Plan

1.8.1 It is the intention of the Town of Timnath that this Code implements the planning policies adopted in the Town of Timnath Comprehensive Plan (“Comprehensive Plan”) for the Town and its extraterritorial planning area. While this relationship is reaffirmed, it is the intent of the Town of Timnath that neither this Code nor any amendment to it may be challenged on the basis of any alleged nonconformity with the Comprehensive Plan.

A. Requirement for Comprehensive Plan Amendment. Where a development proposal would be in substantial conflict with the Comprehensive Plan, an amendment to the Comprehensive Plan will be required prior to or concurrent with any zoning or subdivision approvals. A substantial conflict will exist when a development proposal would result in significant changes from the designations of the Future Land Use Plan in the Comprehensive Plan or the Transportation Master Plan.

B. Criteria for Evaluating Amendment Proposals. Amendments to the Comprehensive Plan resulting from development proposals under this Code shall be evaluated according to Section 2.9.7 of this Code.

1.9 Effective Date

The provisions of this Code became effective January 1st, 2016 and were originally adopted on October 9, 2002. Development plans approved under previous regulations that received vested property rights through a site specific development plan shall be valid for the duration of that vested property right provided that all terms and conditions of the site specific development plan are followed. Existing legal uses that may become nonconforming by adoption of this Code shall become legal nonconforming uses subject to the provisions of Section 2.11.

1.10 Applicant To Pay Costs

Reasonable fees sufficient to cover the costs of administration, inspection, publication of notice and similar matters shall be charged to applicants for permits, plat approvals, zoning amendments, variances and other administrative relief. The fee schedule will be adopted in Chapter 4 of the Timnath Municipal Code and is available from the Town Office. In addition, the applicant shall pay the actual costs of mailing and publishing all notices required herein.

1.11 Applicant Review Costs And Deposit

In addition to the standard fees referred to in Section 1.10 above, the applicant and the owner of the property which is the subject of the application shall be required to pay any actual costs incurred by the Town for review of the application based on a fee ordinance passed by the Town Council.
1.12 Severability

If any part, section, subsection, sentence, clause or phrase of this Code is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Code. The Town of Timnath Town Council hereby declares that it would have passed the Code including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

1.13 Computation Of Time

1.13.1 In computing a period of days, the first day is excluded and the last day is included.

1.13.2 All days shall be considered standard work calendar days. Legal holidays, Saturdays or Sundays shall be excluded.

1.13.3 If a number of months is to be computed by counting the months from a particular day, the period ends on the same numerical day in the concluding month unless there are not that many days in the concluding month, in which case the period ends on the last day of that month.
ARTICLE 2. ADMINISTRATION

2.1 Timnath Town Council.

2.1.1 Short Title. The Timnath Town Council may also be referred to as the Council.

2.1.2 Duties and Responsibilities. Under state statute and this Land Use Code, the Council has the following authority:

2.1.2.1 Comprehensive Plan. The Council shall approve, approve with alterations or deny the Planning Commission's recommendation of a comprehensive plan, or master plan or their amendments.

2.1.2.2 Land Use Code. The Council shall be responsible for adoption of this Land Use Code and map, and any amendments to them.

2.1.2.3 Annexations. The Council shall be responsible for reviewing annexation petitions or applications and taking action to approve, approve with conditions, or deny such petitions or applications.

2.1.2.4 Subdivision plats. The Council shall be responsible for reviewing sketch plans, preliminary and final major subdivision plats and taking action to approve, approve with conditions, or deny such applications.

2.1.2.5 Vacation of right-of-way and other public easements. The Council shall be responsible for reviewing vacation of right-of-way or other public easement requests and taking action to approve, approve with conditions, or deny such applications.

2.1.2.6 Planned Development Districts. The Council shall be responsible for reviewing site plans, and associated subdivision plats and taking action to approve, approve with conditions, or deny such applications.

2.1.2.7 Rezoning. The Council shall be responsible for reviewing the application, and any associated site plans and taking action to approve, approve with conditions, or deny such applications.

2.2 Planning Commission.

2.2.1 Short Title. The Planning Commission may also be referred to as the Commission.

2.2.2 Duties and Responsibilities. The duties and responsibilities of the Planning Commission shall be as set forth in the Town of Timnath Charter, the Municipal Code, this Land Use Code, and the Planning Commission Rules and Regulations and bylaws.

2.3 Board of Adjustment.

2.3.1 Short Title. The Board of Adjustment may also be referred to as the "Board."

2.3.2 Duties and Responsibilities. The duties and responsibilities of the Board of Adjustment shall be as set forth in the Town of Timnath Charter, the Municipal Code, this Land Use Code, and the Board of Adjustment Rules and Regulations. The Board of Adjustment shall have jurisdiction to hear and decide variances as set forth in Section 2.9.13 of this Land
2.4 Historic Preservation Commission.

2.4.1 Duties and Responsibilities. The duties and responsibilities of the Historic Preservation Commission shall be as set forth in this Land Use Code, the Municipal Code, and the Historic Preservation Commission Rules and Regulations.

2.5 Town Manager.

2.5.1 Short Title. The Town Manager may also be referred to as the Manager. The Town Manager may also serve as the Community Development Director.

2.5.2 Duties and Responsibilities. It shall be the duty of the Manager to enforce the provisions of this Land Use Code and the regulations contained herein. No oversight or error on the part of the Manager or any employee of the Town shall legalize, authorize, or excuse the violation of any of the provisions in this Land Use Code.

2.5.3 Authority. The Manager shall have the authority to:

2.5.3.1 Interpret and apply the provisions set forth in this Land Use Code. When this Land Use Code does not specify what criteria are to be used in making a decision, the Manager shall approve an application, or approve it with conditions, if the Manager determines that:

A. The application complies with all applicable provisions of this Land Use Code, or if it does not comply with one or more provisions, that the body authorized by this Land Use Code to allow variations from those provisions has given its approval to the variations; and

B. The application is consistent with the Comprehensive Plan and all other plans approved by the Town Council, and is applicable to the property.

2.5.3.2 Make district boundary interpretations when uncertainty as to the district boundaries exists.

2.5.3.3 Delegate to any employee of the Town any responsibilities assigned to the Manager by this Land Use Code. The designee shall be subject to the same restrictions and standards as are applicable to the Manager.

2.5.3.4 Make land use interpretations when a specific land use is not defined or articulated in the Land Use Code. Such land use interpretations shall be based on like or comparable land uses defined in the code.

2.6 Community Development Director.

2.6.1 Short Title. The Community Development Director may also be referred to as the Town Planner and shall serve as the Zoning Administrator.

2.6.2 Duties and Responsibilities.

2.6.2.1 Duties and responsibilities as assigned by the Town Manager. The Town Planner
may act on behalf of the Town Manager in all matters related to this Land Use Code.

2.6.2.2 Designee. The term Community Development Director may also include his/her designee.

2.7 Enforcement.

2.7.1 It is unlawful to erect, construct, alter, maintain, move or use any building or land area in violation of any provision of this Land Use Code. No permit, certificate, license or other approval, the use of which is subject to the provisions of these regulations, shall be issued by any department, agency or board until it has been determined that all substantive requirements have been met and all procedures have been followed.

2.7.1.1 Complaints regarding violations. Whenever the Zoning Administrator becomes aware of an alleged violation of this Code, Town staff shall investigate the complaint, take whatever action is warranted and inform the complainant in writing of what actions have been or will be taken.

2.7.1.2 Persons liable. The owner, tenant or occupant of any building, land or part thereof, as well as any architect, builder, contractor, agent or other person who participates in, assists, directs, creates or maintains any situation that is in violation of this Code, may be held responsible for the violation and suffer the penalties and be subject to the remedies herein provided.

2.7.2 Violations and Enforcement Procedures. It shall be unlawful to undertake any of the following activities:

2.7.2.1 Activities inconsistent with this Code. Erecting, constructing, reconstructing, remodeling, altering, maintaining, expanding, demolishing, moving, or using any building, structure, or sign, or to engage in development or subdivision of any land in contravention of any zoning, subdivision, sign, or other regulation of this Code, including terms and conditions of all required approvals;

2.7.2.2 Land disturbing activities inconsistent with this Code. excavating, grading, cutting, clearing, or undertaking any other land disturbance activity contrary to the provisions of this Code or without first obtaining all requisite land use approvals required by this Code or other applicable regulations;

2.7.2.3 Nonconforming uses or structures inconsistent with this Code. Creating, expanding, replacing; or changing a nonconforming use, structure, lot, or sign except in compliance with this Code;

2.7.2.4 Making lots or setbacks nonconforming. Reducing or diminishing the lot area, setbacks, or open space below the minimum required by this Code;

2.7.2.5 Increasing intensity of use. Increasing the intensity of use of any land or structure, except in accordance with the procedural and substantive standards of this Code;

2.7.2.6 Activities inconsistent with permit. Engaging in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with the terms and conditions of any permit, approval, or other form of authorization required to engage in such activity; or
2.7.2.7 Activities inconsistent with conditions of approval. Failure to comply with any terms, conditions, or limitations placed by the Town upon any final development plan, subdivision plat, permit, or other form of approval by the Town.

2.7.2.8 Conveyance. Any agreement to convey, or conveyance of any lot or unsubdivided parcel of land contrary to the provisions of this Code or prior to approval of a final plat by the Council. It shall be a separate violation for each lot or parcel of land sold.

2.7.2.9 Activities inconsistent with an order of the Town. Failure to comply with any stop work order, abatement order, or any other order issued by the Town pursuant to this Code.

2.7.3 Separate Violations. Any person who violates or causes the violation of any of the provisions of this Code, shall be guilty of a separate offense for each and every day or portion thereof during which a violation is committed, permitted, or continues.

2.7.4 Remedies and Enforcement Powers. Violations of this Code may be enforced in the Timnath Municipal Court or any other court with jurisdiction, by any appropriate equitable action, by abatement, by issuance of stop work orders, by injunction and restraining order, by revoking any permits or approvals issued, and by assessing any amounts due or delinquent fines as taxes. Any one, all or any combination of the foregoing penalties and remedies may be used to enforce this Code. In addition, the Town shall have the following civil remedies and powers to enforce this Code:

2.7.4.1 Notice of violation and corrective action order:

A. Non-emergency violations. In the case of violations of this Code that do not constitute an emergency or require immediate attention, written notice of the nature of the violation and required corrective action to be taken shall be given by the Town to the owner, occupant, applicant for any relevant permit, person in charge of construction or other work on the property, or any other person in possession of or involved in the illegal activity on the property. Notice shall be given in person, by certified U.S. Mail (return receipt requested) or by posting notice on the premises. The notice shall specify the Code provisions allegedly in violation, and shall state that the individual has a period of 30 days from the date of the receipt of the notice in which to correct the alleged violations before further enforcement action shall be taken.

B. Emergency violations. In the case of violations of this Code that constitute an emergency as a result of public safety concerns, or violations that will create increased problems or public costs to the Town if not remedied immediately, the Town may use the enforcement powers available under this Code without prior notice, but shall attempt to give notice simultaneously with beginning enforcement action or as soon thereafter as practicable. Notice may be provided to the property owner, agent, occupant, or to the applicant for any relevant permit. In addition, the Town may proceed to abate the danger and assess the costs therefor as a lien on the property and certified to the County Treasurer to be collected with the taxes on the property.

C. Extension of time for correction. The Council may grant an extension of the time to cure an alleged violation, up to a total of 90 days, if the Council finds
that due to the nature of the alleged violation, it reasonably appears that it
cannot be corrected within 30 days.

2.7.4.2 Deny/withhold approvals or permits. The Town Planner may deny and
withhold all approvals, permits, certificates, or other authorization to use or develop
any land, structure, or improvements thereon until the alleged violation related
to such property, use, or development is corrected. This provision shall apply
whether or not the current owner or applicant for the permit is responsible for
the violation.

Where a property owner, agent, or other person has a record of an outstanding
violation of this Code, the Town Planner shall be authorized to deny or withhold
all permits, certificates of occupancy, or other forms of authorization for any
use or development activity undertaken by such person until all outstanding
violations are corrected. This provision shall apply whether or not the property
for which the permit or other approval is sought is the property in violation.

The denial, withholding or revocation of a permit by the Town may be appealed
to the Board of Adjustment as provided in Section 2.9.16 of this Code.

2.7.4.3 Revocation of permits.

A. Revocation by the Town Planner. The Town may revoke any development
permit, certificate or other authorization, for violation of this Code.

B. Notice of revocation. Written notice of the findings shall be served upon
the owner, the owner’s agent, applicant, or other person to whom the
permit was issued by certified mail, return receipt requested, or such
notice may be posted in a prominent location at the place of the violation.
No work or construction or use of the property shall proceed if the permit,
certificate or other authorization was revoked.

2.7.4.4 Stop work order.

A. Issuance of stop work order. The Town Planner may issue a written order
to stop work on any property on which there is an uncorrected violation of
either a provision of this Code or a provision of a land use approval or de-
velopment permit, building permit or other form of authorization. The stop
work order shall specify the Code provisions allegedly in violation. Service
of the order shall be given in person, by certified U.S. Mail (return receipt
requested) or by posting notice on the premises. After any such order has
been served, no work shall proceed on any building, other structure, or
tract of land covered by such order, except to correct such violation or com-
ply with the order. The notice shall also state any appeal and/or variance
procedures available pursuant to this Code.

B. Timing/notice. The stop work order may be issued in conjunction with a
notice of violation or subsequent to such notice. The stop work order may
also specify a shorter time for correction of the violation if the Town deter-
mines a shorter time is necessary to protect the health, welfare or safety of
people or property in Timnath. It shall be unlawful to violate the terms of a
stop work order.

2.7.4.5 Abatement or injunctive relief. In addition to any other remedy, the Council
may initiate injunction or abatement proceedings or other appropriate legal
action in the Timnath Municipal Court or other court of competent jurisdiction to abate, remove, or enjoin such violation and to recover damages, costs, and reasonable attorney's fees incurred in the abatement and removal of such violation.

2.7.5 Remedies Cumulative. The remedies provided for violations of this Code, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law or equity, and may be exercised in any order. Each 24 hour period or portion thereof is considered a separate violation under this Code.

2.7.6 Continuation of Prior Enforcement Actions. Nothing in this Code shall prohibit the continuation of previous enforcement actions undertaken by the Town pursuant to previous regulations.

2.7.7 Appeals of Enforcement Actions. Appeals of any order, requirement, decision, or determination made by an administrative official in the enforcement of this Code shall be made to the Board of Adjustment in accordance with this Code.

2.7.8 Liability of Town of Timnath. This Code shall not be construed to hold the Town responsible for any damages to persons or property by reason of the inspection or re-inspection, or failure to inspect or reinspect, or by reason of issuing a building permit, or by reason of pursuing or failing to pursue an action for injunctive relief.

2.7.9 Violations. Violations of this Code may be enforced in the Timnath Municipal Court or any other court with jurisdiction, by any appropriate equitable action, by abatement, by issuance of stop work orders, by injunction and restraining order, by revoking any permits or approvals issued, and by assessing any amounts due or delinquent fines as fees. Any one or any combination of the foregoing penalties and remedies may be used to enforce this Code.

2.7.10 Costs of Enforcement for Abatement to be Paid to the Town. Costs associated with said abatement shall be charged to the owner of the property on which said violation has occurred and any other person responsible for the violation as defined in this Code. The cost of abating a violation of this Code shall include all direct and indirect costs of such abatement, plus the costs of collection and interest at the rate of one percent per month. Notice of the bill for abatement of the violation shall be mailed to the last known address of said property owner by certified mail, and shall be payable within 30 calendar days from the receipt thereof. If all of such costs are not paid within 30 days of the notice, such costs may be made a lien on the property and certified to the County Treasurer and collected with the taxes on the property.

2.8 Approval Required.

2.8.1 No building or structure shall be erected, constructed, reconstructed, altered, moved or structurally altered unless a building permit has been issued by the Building Official in conformance with the provisions of the Building Code.

2.8.2 No building permit shall be issued and no use shall commence on any land until the land has been the subject of a subdivision plat approved by the Council and the building and/or use has been approved by the Town Planner or Town Council, whichever is indicated, as part of a site plan application. A site plan is to be reviewed and approved by the Town Planner, provided that the plan conforms to the Town development standards and criteria, zoning requirements and design guidelines, and Comprehensive Plan.
2.9 Procedures.

This section establishes the process and procedures for land development within the Town of Timnath. The Section is divided into general requirements commonly required and specific procedures for certain types of applications.

Table 2.1 Hearing Process and Notice Requirements

<table>
<thead>
<tr>
<th>Section</th>
<th>Applicable</th>
<th>Pre-Application Conference</th>
<th>Completeness</th>
<th>Public Hearing</th>
<th>Recommendation</th>
<th>Decision</th>
<th>Published</th>
<th>Notice</th>
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<tr>
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<td>PC/TC</td>
<td>PC/TC</td>
<td>PC</td>
<td>TC</td>
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<td>TC</td>
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<td>TC</td>
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<td>BOA</td>
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<td></td>
</tr>
</tbody>
</table>

**Properties of less than 2 acres is an administrative review. Properties of two acres and greater require approval by Planning Commission.

**Map and individual property rezonings require posted and mailed notices. Comprehensive rezonings do not.

2.9.1 General. No development or development activity is permitted unless all development approvals applicable to the proposed development are issued in accordance with this Code. Development approvals are required for all development, unless otherwise exempted, to ensure compliance with the various adopted codes, standards, and laws, and to ensure consistency with the comprehensive plan and policies of the Town. Generally, the procedures for all applications have common elements:

2.9.1.1 Pre-application conference.
2.9.1.2 Submittal of a complete application, including required fee agreement, fee payments and appropriate information and studies;

2.9.1.3 Review of the submittal by appropriate staff, agencies, and boards; and subsequent review of re-submittals;

2.9.1.4 A decision to approve, approve with conditions, or deny together with the description of the actions authorized and the time period for exercising rights;

2.9.1.5 If necessary, amending the decision; and

2.9.1.6 Recording the decision.

2.9.2 Categories of Approvals. There are three basic categories of development approvals pursuant to this code: 1) legislative development approvals, 2) quasi-judicial development approvals, and 3) administrative development approvals.

2.9.2.1 Legislative development approvals involve a change in land-use policy. A public hearing is required but the procedural requirements of a quasi-judicial hearing do not apply. Legislative development approvals include any change in the Comprehensive Plan, any change to the text of the Land Use Code, and Town initiated comprehensive rezoning.

2.9.2.2 Quasi-judicial development approvals involve the application of a discretionary standard required by the Land Use Code to an application. It requires a public hearing. Procedural due process requirements apply as established in Section 2.9.5. Examples include individual parcel rezonings, special use permits, Planned Development Districts, subdivisions, vacations, variances, and administrative appeals.

2.9.2.3 Administrative development approvals involve the application of the standards of the Land Use Code to an application by an administrative official or body. A public hearing is not required. Examples include development plan reviews, administrative waivers, administrative plats, building permits and certificates of occupancy.

2.9.3 Application Procedures. This section applies to any application, unless otherwise provided in the regulations, for the specific application.

2.9.3.1 Pre-application conference. A pre-application conference is required of all applicants.

A. The pre-application conference shall be held between the applicant and the appropriate Town staff. This meeting is intended to provide an understanding of the applicable review procedures, requirements, and standards, and provide information pertinent to the application and the geographical area affected by the application.

B. The Town Planner will explain the application procedures and the materials required for submittal.

C. The applicant shall bring a conceptual site plan to the conference.

D. Any comments or commitments made by any member of the Town’s staff during this pre-application conference are only preliminary in nature and should not be relied upon by the applicant. All prospective applicants
should be informed that formal comments cannot be made by staff until after the application is submitted and adjacent and/or nearby property owners and referral agencies have had an opportunity to review and respond.

2.9.3.2 Application. No application is complete unless all of the information required by the Town is submitted, including the executed fee agreement, and application fees have been paid. Current application materials shall be made available in the Community Development Department. The specific requirements shall be provided in an administrative manual, or other publication approved by the Town Planner.

2.9.3.3 Authority to file applications. Unless otherwise specified in this Land Use Code, applications for review and approval may be initiated by:

A. The owner of the property that is the subject of the application;
B. The owner’s authorized agent; or
C. The Town of Timnath.

When an authorized agent files an application under this Land Use Code on behalf of a property owner, the agent shall provide the Town with written documentation that the owner has authorized the filing.

2.9.3.4 Completeness Review. These procedures shall be used to review any development application for completeness unless a different procedure is established elsewhere in this Code or waived by the Town Planner.

A. All applications shall be reviewed by the Town Planner for completeness.
B. The final determination of the Town Planner on completeness of an application constitutes a final decision and is appealable.
C. Whenever this code establishes a time period for processing an application, such time period does not commence until the Town Planner has determined the application is complete. The determination of completeness does not constitute a decision as to whether the application complies with the provisions of the Land Use Code.
D. Review by Town Planner. No later than 15 working days after the Town Planner has received an application, the Town Planner shall determine whether the application is complete. Any amendment to the application shall restart the review time.

1. If the application is determined not to be complete, the Town Planner shall specify in writing the information required and the applicant may resubmit the application.
2. Nothing in this section precludes an applicant and the Town Planner from mutually agreeing to an extension of any time limit provided by this section.
3. If the Town Planner fails to act within the time period required for completeness review, the application is deemed complete.
4. The Town Planner may waive certain submittal requirements where the Town Planner finds that the projected size, complexity, anticipated impacts, or other factors associated with the proposed development
clearly support such a waiver.

5. After the Town Planner accepts a development application as complete, the Town Planner or a reviewing agency may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application, if needed to render a final determination or recommendation on the merits.

E. If application deemed complete applicant must submit number of copies specified by staff for routing.

2.9.4 Notice Provisions. The notice requirements for each type of application are prescribed in the individual subsections of this Article. The notice requirements for certain types of public hearings are established in Table 2-1 provided, however, to the extent of any inconsistency between the provisions of this section and any state statute, the state statute governs.

2.9.4.1 Notice for surrounding properties.

A. Posted sign. Within 7 days of the determination of a complete application, the applicant shall post a "development under review" sign on the property unless a different procedure is established elsewhere in this code. Such posting shall be in a location and in a manner that makes it clearly visible from the adjoining street. The sign shall be posted until the day after the final public hearing.

B. The posted sign shall include: the address and telephone number of the Community Development Department where all application materials relating to the proposal may be reviewed prior to the hearing.

2.9.4.2 Public hearing notice.

A. Referral notice. Referral notices shall be mailed to each owner of estates, rights, or interests in the subject property identified in the title information submitted with the application, and to each property owner within 500 feet of the subject property, per the Larimer County Assessor's Office, and to appropriate referral agencies. Referral notifications may be distributed via e-mail.

B. The referral notice shall state:

1. Name of proposal;
2. Name of owner of subject property;
3. The street address or, if the street address is unavailable, the legal description by metes and bounds from the property deed;
4. Size of property;
5. The current zoning classification, if any;
6. The category of development approval requested and a brief description of the proposed development, including density or building intensity, revised zoning classification (if any), and uses requested;
7. The real property tax assessment roll parcel number;
8. Application file number; and

9. Other information deemed important by the Town Planner.

C. Newspaper notice. A notice published by the Town in a newspaper of general circulation serving the Town of Timnath at least 10 days prior to the hearing date. The notice shall include:

1. The date, time, place and purpose of the public hearing;

2. The address and telephone number of the Community Development Department where a complete legal description of the property and all application materials relating to the proposal may be reviewed prior to the hearing;

3. The names of the landlord and applicant;

4. Application file number and a general description of the proposed development;

5. The current zoning, if any; and

6. Project location

2.9.4.3 Action to be consistent with notice. The reviewing body may take any action on the application that is consistent with the notice given, including approval of the application, conditional approval (if applicable) of the application, or denial of the application.

2.9.5 Public Hearing.

2.9.5.1 Legislative hearings. The Town Council and Planning Commission shall hold public hearings to receive and review public input on changes to legislative processes required by this Code.

2.9.5.2 Quasi-Judicial public hearings. In making quasi-judicial decisions, decision makers on the Town Council, the Planning Commission, or the Board of Adjustment must investigate facts or ascertain the existence of facts, hold public hearings, weigh evidence, and draw conclusions from them, as a basis for their official action, and exercise discretion of a judicial nature. These decisions involve two key elements:

A. The finding of facts regarding the specific proposal; and

B. The exercise of discretion in applying the standards of the ordinance.

2.9.5.3 Records. The Town Planner shall record the public hearing by any appropriate means. A copy of the public hearing record may be acquired by any person upon application to the Town Planner, and payment of a fee to cover the cost of duplication of the record.

2.9.5.4 Conduct of hearing. Any person or persons may appear at a public hearing and submit evidence, either individually or as a representative. The hearing shall be conducted in accordance with the procedures set forth in this subsection. At any point, members of the body conducting the hearing may ask questions of the applicant, staff, or public.

2.9.5.5 Variance findings. All variance decisions by the Board of Adjustment shall include at the least the following element:
A. A clear written statement of approval, approval with conditions, or denial, whichever is appropriate. Said statement shall also include a clear statement of the basis upon which the decision was made, including specific written findings of fact with reference to the relevant standards of this Land Use Code. Statement shall be signed by the appropriate body's chair.

2.9.5.6 Subsequent applications. Following denial of an application, the decision-making authority shall not decide on the same or substantially the same application within one year of the date of denial. The waiting period may be waived in an individual case, for good cause shown, by the decision-making authority upon a written request by the applicant. When the decision making authority is the Town Planner, an administrative decision may be made on the request. When the decision-making authority is the Town Council, Planning Commission, Board of Adjustment, an affirmative vote of the majority of the members to waive the waiting period is required.

2.9.6 Comprehensive Plan Amendments.

2.9.6.1 Purpose. The purpose is to establish standards for amending the Comprehensive Plan, both text and maps.

2.9.6.2 Initiation. The Town Council, Planning Commission, property owner or his/her designated representative may initiate a comprehensive or area plan amendment. The Plan amendment process must be completed before any rezoning request or development application that is consistent with the Plan is approved. A plan amendment and rezoning request may, however, be processed so that the plan amendment is acted on prior to the rezoning at the same meeting.

2.9.6.3 Procedure.

A. The project shall follow the process outlined in Application Procedures. (See Section 2.9.3).

B. Referrals. Referrals shall be sent to all affected agencies and local governments, and specific property owners, if applicable, in conformance with Colorado State Statutes.

C. Staff report. The Town Planner shall produce a staff report analyzing the proposed amendment.

D. Notice of public hearing pursuant to Section 2.9.4. No individual property owner notice is required for comprehensive, town-wide amendments to the Comprehensive Plan.

E. Planning Commission hearing and recommendations.

F. After review of the staff report, and conducting the public hearing, the Planning Commission shall forward a recommendation to the Town Council.

G. Town Council hearing and decision.

H. After receiving a recommendation from the Planning Commission the Town Council may approve, approve with changes or deny the request.

2.9.6.4 Criteria for amending the Comprehensive Plan. Prior to approving any amendment to the Comprehensive Plan text or map, the Town Council must determine...
any or all of the following:

A. Development factors have substantially changed in ways that support the amendment (e.g., new transportation improvements, utility expansions, substantial changes in land use character in the area or physical changes in the environment that render previous uses or restrictions out of date);

B. The proposed amendment will promote the public good and is in compliance with the overall purpose, intent, goals and objectives of the Comprehensive Plan;

C. The proposed amendment will be compatible with the planned surrounding land uses;

D. The proposed amendment will not overburden existing or planned infrastructure systems or will provide measures to mitigate such impacts; and,

E. If applicable, the proposed amendment will satisfy any specific criteria related to the proposed change in land use, as set forth in the Comprehensive Plan.

2.9.7 Land Use Code and Zoning Map Amendments.

2.9.7.1 Purpose. The purpose is to establish standards for amending the Land Use Code, both text and map.

2.9.7.2 Initiation. The Council may from time to time, amend, supplement, change or repeal the regulations and provisions of this Article. Any person with standing may request a text amendment; however, the initiation of the process is limited to the Planning Commission or the Town Council. Map amendments require initiation of the Town Council.

2.9.7.3 Procedure.

A. The project shall follow the process outlined in Application Procedures. See Section 2.9.3.

B. Referrals. Referrals shall be sent to all affected agencies and local governments, and specific property owners, if applicable.

C. Staff report. The Town Planner shall produce a staff report analyzing the proposed amendment.

D. Notice of public hearing pursuant to Section 2.9.4. No individual notice is required for text amendments to the Land Use Code. Map amendments, or rezonings require the full notice in Section 2.9.4.

E. Planning Commission public hearing and recommendations.

1. After review of the staff report, and conducting the public hearing, the Planning Commission shall forward a recommendation to the Town Council.

2. Map amendments are legislative if comprehensive, and quasi-judicial if applied for by an individual to benefit their property.

F. Town Council public hearing and decision. After receiving a recommendation from the Planning Commission Town Council may approve the amendment, or approve with changes after making specific findings, or deny. Text
amendment hearings are legislative. Map amendments are legislative if comprehensive, and quasi-judicial if applied for by an individual to benefit their property.

2.9.7.4 Criteria for text amendments to the Land Use Code. For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the text of this Chapter shall not be amended except:

A. To correct a manifest error in the text of this Article; or
B. To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff; or
C. To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Chapter; or
D. To further the implementation of the goals and objectives of the Town Comprehensive Plan.

2.9.7.5 Criteria for amendments to the Zoning Map. For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the official zoning map shall not be amended except:

A. To correct a manifest error in an ordinance establishing the zoning for a specific property;
B. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or
C. To correct an error in that the land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Town Comprehensive Plan; or
D. Upon finding that a rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Town Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or
E. That the area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
F. To encourage innovative and creative design and to promote a mix of land uses in the development; or
G. To bring zoning of land into conformance with the future land use designation of the Comprehensive Plan.

This declaration of criteria for zoning map amendments shall not control an amendment that occurs incidentally to a general revision of the zoning map.

2.9.8 Conditional Use Review. This is a discretionary approval process for uses which have unique or specific characteristics that could create greater than expected impacts. The process results in approvals with conditions to ensure they will not have a significant adverse impact on surrounding properties, or denials if the impacts can’t be mitigated. Specific conditional uses permitted are found in Table 4-1.

2.9.8.1 The project shall follow the process outlined in Application Procedures See
Section 2.9.3.

2.9.8.2 Conditional use application submittal. The applicant shall submit a complete conditional use application package to the Town Planner. Conditional use requests shall include the following unless waived by the Town Planner:

A. Land use application form and application fee.
B. Conditional Use – Technical Criteria Form (from Workbook).
C. Proof of ownership, or owner’s agent authorization acceptable to the Town Planner.
D. Written statement and any graphics necessary to describe the precise nature of the proposed use and its operating characteristics and to illustrate how all the conditional use review criteria have been satisfied.
E. A map showing the proposed development of the site, including topography, building locations, parking, traffic circulation, usable open space, landscaped area and utilities and drainage features.
F. Preliminary building plans and elevations sufficient to indicate the dimensions, general appearance and scale of all buildings.
G. Such additional material as the Town Planner may prescribe or the applicant may submit pertinent to the application.
H. Surrounding and interested property ownership report.
I. Executed fee agreement.

2.9.8.3 Referrals. Referrals shall be sent to all affected agencies and local governments, and specific property owners, if applicable.

2.9.8.4 Notice of public hearing pursuant to Section 2.9.4

2.9.8.5 Staff review and reporting. Staff shall review the application and coordinate changes or necessary resubmittals with the applicant. Staff shall then submit a report to the Planning Commission explaining how the application is or is not consistent with the conditional use application review criteria. The staff will also make a recommendation for approval, approval with conditions, or denial.

2.9.8.6 Planning Commission review of the conditional use application. The Planning Commission shall hold a meeting to review the application and determine if the application complies with the conditional use review criteria. The Planning Commission will then recommend to the Town Council approval, approval with conditions, or denial.

2.9.8.7 Town Council hearing and action on the conditional use. The Council shall hold a public hearing on the conditional use application. Following the public hearing, the Council may, by resolution, approve, conditionally approve or deny the conditional use application based on the conditional use review criteria and the intent of this Code. A conditional use permit may be granted for a limited time period, may be granted subject to conditions as the Council may prescribe to satisfy the review criteria, and may be revoked for cause.

2.9.8.8 Conditional use review criteria.

A. The proposed conditional use shall comply with all regulations of the
applicable zoning district unless accompanied by a variance approval in a separate action;

B. The proposed conditional use shall conform to the character of the area within the same zoning district in which it is located. The use shall have no more adverse effects on health, safety, or welfare of the surrounding properties, or shall be no more injurious to property or improvements in the area than would any other use generally permitted in the same district. In making such a determination, consideration shall be given to:

1. The location, type, and height of buildings or structures;
2. The type and extent of landscaping and screening on the site; and
3. Whether the proposed use is consistent with any policy of the comprehensive plan that encourages mixed uses and/or densities.

C. Adequate utilities shall be provided.

D. The proposed conditional use will not substantially impair the appropriate use or development of adjacent property.

E. No significant traffic issues are created.

2.9.9 Development Site Plan Review. Development site plan review is an administrative review procedure for certain proposed developments where standards apply, and providing for the modification of regulations in response to specific site conditions.

Development site plans of less than 2 acres shall be administrative; and development site plans of 2 acres or greater shall require Planning Commission approval.

This development site plan review process for proposed new development will allow any significant adverse impacts on the surrounding land uses, neighborhoods, and infrastructure to be identified, evaluated, and avoided or acceptably mitigated through the imposition of reasonable conditions. No use permitted by right shall be denied by the Town Planner unless the site plan does not meet the code or mitigate adverse impacts identified by the Town Planner. The Town Planner may place conditions on the approval.

2.9.9.1 Applicability. A development site plan is required where:

A. The application is a prerequisite to a building permit for all multiple family, commercial or industrial developments and principal uses;

B. The enlargement of any existing structure which requires further development of the site;

C. The change within a structure from one permitted use to another which will result in further development of the site beyond the original approval, or increased impacts such as traffic.

2.9.9.2 Pre-application conference. See Section 2.9.3.

2.9.9.3 Development site plan review application submittal. The applicant shall submit a complete development site plan application package to the Town Planner. Development site plan application package shall include the following unless waived by the Town Planner:

A. Land use application form and application fee.
B. Development site plan review – technical criteria form (from Workbook).

C. Proof of ownership, or proof of owner’s agent authorization acceptable to the Town Planner.

D. Written statement and any graphics necessary to describe the precise nature of the proposed use and its operating characteristics and to illustrate how all the development site plan review criteria and applicable Community Design Principles in Article V have been satisfied.

E. Documents showing the proposed development of the site, including topography, building locations, parking, traffic circulation, usable open space, landscaped area and utilities and drainage features.

F. Preliminary building plans and elevations sufficient to indicate the dimensions, general appearance and scale of all buildings.

G. Such additional material as the Town Planner may prescribe or the applicant may submit pertinent to the application.

H. Executed fee agreement.

2.9.9.4 Town Planner shall review for completeness. See Section 2.9.3.

2.9.9.5 Referrals. Referrals shall be sent to all affected agencies and local governments, and specific property owners, if applicable.

2.9.9.6 Posting a sign. See Section 2.9.4

2.9.9.7 Decision. After certification that the application is complete, and meets all of the Town Criteria, the Town Planner or Approving Body shall render a determination approving, conditionally approving or denying the site plan.

2.9.9.8 Appeal of conditions/denial.

A. The Planning Commission may consider an appeal by an applicant, and uphold the Town Planner’s determination, approve the site plan with conditions, or deny the application.

B. Notice per Section 2.9.4 shall occur for the appeal hearing.

C. A notice of appeal shall be submitted within 30 working days following the receipt of the written determination by the Town Planner.

D. The Planning Commission shall hold a public hearing to review the application and determine if the application complies with the conditional use review criteria.

2.9.9.9 Approval criteria.

A. The proposed site plan shall comply with all regulations of the applicable zoning district, unless a separate variance request has been approved.

B. The proposed site plan shall conform to the character of the area within the same zoning district in which it is located. The use shall have no more adverse effects on health, safety, or welfare of the surrounding properties, or shall be no more injurious to property or improvements in the area than would any other use generally permitted in the same district. In making such a determination, consideration shall be given to:
1. The location, type, and height of buildings or structures;
2. The type and extent of landscaping and screening on the site; and
3. Whether the proposed use is consistent with any policy of the comprehensive plan that encourages mixed uses and/or densities.

C. Adequate utilities shall be provided.

D. Consistency with the Timnath Design Criteria Manual.

E. The proposed site plan will not substantially impair the appropriate use or development of adjacent property.

F. Site is compliant with development traffic study or has submitted an updated traffic study.

G. Pedestrian safety and welfare are protected.

H. The architectural style and design of the project shall:
   1. Enhance and compliment the neighborhood;
   2. Make use of materials and forms that are complimentary and harmonious with existing improvements;
   3. Avoid a box-like appearance through a variation in elevations or treatments;
   4. Continue on all elevations the architectural character established for the street facing elevations to the extent feasible;
   5. Ensure that the physical proportions of the project and the manner in which the project is designed is appropriate in relation to the size, shape, and topography of the site;
   6. Provide sufficient area available for use of extensive landscaping and minimize the amount of paving to the degree practicable; and

I. Consistency with the Comprehensive Plan and other adopted area plans.

2.9.10 Subdivisions. The provisions of this Article shall apply to any and all development of land within the municipal boundaries of the Town, unless expressly and specifically exempted or provided otherwise in this Code. No development shall be undertaken without prior and proper approval or authorization pursuant to the terms of this Code. All development shall comply with the applicable terms, conditions, requirements, standards, and procedures established in this Section and this Code.

This Section establishes procedural and substantive rules for obtaining the necessary approval to develop land and construct buildings and structures. Development applications will be reviewed for compliance with the Town Comprehensive Plan and this Code and applicable regulations, policies and other guidelines.

2.9.10.1 Applicability. The procedures of this Section, and the standards in Article 6, Land Subdivision, shall apply to all subdivisions of land dividing, combining, or altering of any lot, parcel, or tract of land.

The owner of any parcel of land who desires to subdivide land shall submit a plat of such subdivision to the Town Planner. No person shall subdivide land without making and recording a plat and complying fully with this Land Use
Code.

A. The minor subdivision procedure is allowed for the following:
   1. There is no public right-of-way dedication;
   2. The resulting subdivision consists of six or fewer lots.

B. The major subdivision procedure is required for the following:
   1. Dedication of public right-of-way or other public tracts; or
   2. The subdivision consists of seven lots or more.

2.9.10.2 Pre-application conference. See Section 2.9.3.1.

2.9.10.3 Major / Minor subdivision application submittal. The applicant shall submit one copy of the complete subdivision application package to the Town Planner. All subdivision application packages shall include:

A. Land use application form and application fee.

B. Sketch plan, preliminary plat, or final plat – pertinent Technical Criteria Form (from Workbook).

C. Title commitment or proof of ownership or proof of authorized agent.

D. Written statement to describe the precise nature of the proposed subdivision and its characteristics and to illustrate how all the review criteria have been satisfied.

E. Vicinity map.

F. Such additional material as the Town Planner may prescribe or the applicant may submit pertinent to the application.

2.9.10.4 Town Planner shall review for completeness. See Section 2.9.3.

2.9.10.5 Referrals. Referrals shall be sent to all affected agencies and local governments, and specific property owners, if applicable.

2.9.10.6 Staff / referral review and resubmittal

2.9.10.7 Staff report. After a complete application is received, staff shall submit a report to the Planning Commission explaining how the application is or is not consistent with the review criteria. The staff will also make a recommendation for approval, approval with conditions, or denial.

2.9.10.8 Notice of public hearing pursuant to Section 2.9.4

2.9.10.9 Planning Commission review of the subdivision application. The Planning Commission shall hold a Public Hearing to review the application and determine if the application complies with the Subdivision review criteria. The Planning Commission will then recommend to the Town Council approval, approval with conditions, or denial.

2.9.10.9 Town Council hearing and action on the subdivision. The Council shall hold a public hearing on the subdivision application. Following the public hearing, the Council may approve, conditionally approve or deny the subdivision application based on the subdivision review criteria and the intent of this Code.
2.9.10.9 Subdivision review criteria.

A. Minor subdivision plat review criteria. In addition to all provisions of this Code, the Town shall use the following criteria to evaluate the applicant's minor plat application:

1. The development will substantially comply with this Code and the Comprehensive Plan.
2. All applicable technical standards have been met.

B. Sketch plan review criteria. The Town shall use the following criteria in addition to other applicable provisions of this Code to evaluate the applicant's sketch plan application:

1. The land use mix within the project conforms to Town's Zoning District Map and Land Use Map and furthers the goals and policies of the Comprehensive Plan.
2. The sketch plan represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Town Comprehensive Plan.
3. The utility and transportation design is adequate, given existing and planned capacities of those systems.
4. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.

C. Preliminary plat review criteria. In addition to all provisions of this Code, the Town shall use the following criteria to evaluate the applicant's request:

1. The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Comprehensive Plan.
2. The application is consistent with the approved sketch plan and incorporates the Planning Commission's recommendations and conditions of approval.
3. The land use mix within the project conforms to Timnath's Zoning District Map and Land Use Map and furthers the goals and policies of the Comprehensive Plan.
4. The utility and transportation design is adequate, given existing and planned capacities of those systems.
5. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.
6. There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within Timnath.

D. Final plat review criteria. In addition to all provisions of this Code, the Town shall use the following criteria to evaluate the applicant's final plat application:

1. The final plat conforms to the approved preliminary plat and incorporates required changes, modifications and conditions attached to
the approval of the preliminary plat unless otherwise approved by the Town Council.

2. The development will substantially comply with this Code.

3. All applicable technical standards have been met.

2.9.10 Post approval. The final plat may be filed for recording once the applicant has submitted and the Council has approved a Development Agreement. A development agreement for public improvements stating the developer agrees to construct all public improvements, setting forth the plan, method and parties responsible for the construction of improvements. A development agreement shall run with and be a burden upon the land described in the agreement and shall include financial guarantees, and deeds for any land provided to the public.

2.9.11 Administrative Plat. The purpose of the administrative subdivision plat is to provide a simple administrative subdivision process.

2.9.11.1 Applicability. Administrative subdivision plat approval is applied to:

A. Correcting a drafting or other technical error on a recorded subdivision plat; or

B. Adjusting one or more lot lines on a recorded subdivision plat where:
   1. The boundaries of ten or fewer lots are changed;
   2. There is no increase in the number of lots;
   3. No existing OR dedicated easements or rights-of-way are changed;
   4. All resulting lots will comply with the requirements of this Code. No lots are created that will result in the need for a zoning variance or an exception to the Subdivision Design Standards;
   5. All required public improvements are installed and approved;
   6. There have not been other Administrative Plats within the same subdivision such that in combination with the proposed Administrative Plats they would circumvent the intent of this Section;
   7. The approval of the Administrative Plat will not violate any provisions of this Chapter.

2.9.11.2 Pre-application conference. See Section 2.9.3.1.

2.9.11.3 Administrative subdivision plat application submittal. The applicant shall submit one copy of the complete subdivision application package to the Town Planner.

All subdivision application packages shall include:

1. Land use application form and application fee.
2. Final plat – pertinent Technical Criteria Form (from Workbook).
3. Title commitment or proof of ownership or proof of authorized agent.
4. Written statement to describe the precise nature of the proposed change in the recorded subdivision plat and its characteristics and to
illustrate how all the review criteria have been satisfied.

5. Vicinity map.

6. Such additional material as the Town Planner may prescribe or the applicant may submit pertinent to the application.

2.9.11.4 Town Planner shall review for completeness. See Section 2.9.3.

2.9.11.5 Staff review. Staff will complete a review of the administrative plat based on the Town's minor subdivision plat review criteria. Staff will then prepare a report identifying any issues of concern that the applicant shall address and forward it to the applicant.

2.9.11.6 Record minor subdivision plat. Upon approval of the fully-executed Administrative Plat by the Town Planner, the Town Clerk shall record one the original Mylar drawing of the administrative subdivision plat in the office of the Larimer County Clerk and Recorder.

2.9.12 Vacation of Right-of-Way and Other Public Easements.

2.9.12.1 Applicability. Public roads, alleys, and easement with rights, interests, or title of the Town may be vacated after consideration at a public hearing by the Planning Commission and then the Town Council.

2.9.12.2 Vacation application submittal. The applicant shall submit one copy of the complete vacation application package to the Town Planner. Vacation requests shall include:

A. Land use application form and application fee and fee agreement.
B. Vacation – Technical Criteria Form (from Workbook).
C. Legal description.
D. Written statement and any graphics necessary to describe the vacation.
E. A survey showing the vacation and map showing how the vacated property will be apportioned.
F. Such additional material as the Town Planner may prescribe or the applicant may submit pertinent to the application.
G. Surrounding and interested property ownership report.
H. Public hearing notification envelopes.

2.9.12.3 The project shall follow the process outlined in Application Procedures. See Section 2.9.3.

2.9.12.4 Referrals. Referrals shall be sent to all affected agencies and local governments, and specific property owners, if applicable.

2.9.12.5 Staff report. After a complete application is received, staff shall generate a report explaining how the application is or is not consistent with the vacation review criteria. The staff will also make a recommendation for approval, approval with conditions, or denial.

2.9.12.6 Notice of public hearing pursuant to Section 2.9.4.

2.9.12.7 Planning Commission review of the vacation application. The Planning Com-
mission shall hold a public meeting to review the application and determine if the application complies with the vacation review criteria. The Planning Commission will then recommend to the Town Council approval, approval with conditions, or denial.

2.9.12.8 Town Council hearing and action on the vacation of right-of-way or other public easement requests. The Council shall hold a public hearing on the vacation of right-of-way or other public easement application. Following the public hearing, the Council may approve, conditionally approve or deny the vacation application based on the vacation of right-of-way and other public easements review criteria and the intent of this Code.

2.9.12.9 Vacation of right-of-way and other public easements review criteria.

A. The vacation is consistent with the Comprehensive Plan and other adopted Town policies and plans, including any adopted transportation plan or streets/roadway plan;
B. The land to be vacated is no longer necessary for the public use and convenience;
C. Resolves long-standing structural encroachment into the right-of-way;
D. The vacation will not leave any land-locked parcels; and
E. Facilitates road and rights-of-way exchange if the applicant is requesting vacation of mapped rights-of-way, and the actual constructed road is located elsewhere on the applicant’s property;
F. Creates an opportunity to provide for development that is more consistent with the Comprehensive Plan and Land Use Code.

2.9.13 Variances. The Board of Adjustment shall hear and decide all requests for a variance from the requirements of this Code. Such variance shall not be granted if it would be detrimental to the public good, create a conflict with the Town of Timnath Comprehensive Plan or impair the intent and purpose of this Code.

2.9.13.1 Applicability. A variance may be initiated by any individual with an ownership interest in the subject property, or their agent; however, the appellant, or the applicant for a variance, has the burden of proof to establish the necessary facts to warrant favorable action of the BOA.

2.9.13.2 Pre-Application Conference. See Section 2.9.3.1.

2.9.13.3 Variance application submittal. The applicant shall submit a variance application package to the Town Clerk. Variance application packages shall include:

A. Land use application form and application fee and fee agreement.
B. Variance Request – Technical Criteria Form (from Workbook).
C. Title commitment or proof of ownership or proof of owner’s agent.
D. Written statement and any graphics necessary to describe the precise nature of the proposed variance and a detailed description how it satisfies the review criteria.
E. A map showing the proposed variance, including topography, building locations, parking, and utilities and drainage features.
F. Preliminary building plans and elevations sufficient to indicate the dimensions of all buildings, if applicable.

G. Such additional material as the Town Planner may prescribe or the applicant may submit pertinent to the application.

H. Public hearing notification envelopes.

2.9.13.4 Town Planner shall review for completeness. See Section 2.9.3.

2.9.13.5 Referrals. Referrals shall be sent to all affected agencies and local governments, and specific property owners, if applicable.

2.9.13.6 Staff Review and Comments, Applicant resubmit based on comments as required.

2.9.13.7 Staff report. After a complete application is received, staff shall submit a report to the Board of Adjustment explaining how the application is or is not consistent with the variance review criteria. The staff will also make a recommendation for approval, approval with conditions, or denial.

2.9.13.8 Notice of public hearing pursuant to Section 2.9.4.

2.9.13.9 Board of Adjustment hearing and action on the variance. The Board of Adjustment may approve, approve with conditions, or deny the requested variance. The Board of Adjustment shall make the decision on appeals and variances at a regular meeting of the Board.

A. The appellant, or the applicant for a variance, has the burden of proof to establish the necessary facts to warrant favorable action of the Board of Adjustment.

B. The Board of Adjustment shall have all the powers of the applicable Town administrative official on the action appealed. The Board may in whole or in part affirm, reverse or amend the decisions of the applicable Town administrative official.

C. The Board of Adjustment may impose reasonable conditions in its order to be complied with by the appellant in order to further the purposes and intent of the Town Land Use Code.

D. The Board of Adjustment may impose any reasonable conditions on the issuance of a variance and may amend the variance from that requested. A variance may be granted for indefinite duration or a specified period of time.

E. No single decision of the Board of Adjustment sets a precedent. The decision of the Board shall be made on the particular facts of each case.

F. Decisions of the Board of Adjustment shall be in writing.

2.9.13.10 Variance review criteria. The Board of Adjustment may approve a variance only upon finding that all of the criteria below have been met:

A. There exist exceptional or extraordinary physical circumstances of the subject property such as irregularity, narrowness, shallowness, or slope;

B. Because of these physical circumstances, the strict application of this Code would create an exceptional or undue hardship upon the property owner
(financial impact is not a undue hardship);

C. The hardship is not self-imposed;

D. The variance, if granted, will not adversely affect the use of adjacent property as permitted under this code;

E. That the variance, if granted, will not change the character of the zoning district in which the property is located, and is in keeping with the intent of this Code and the Comprehensive Plan; and

F. That the variance, if granted, does not adversely affect the health, safety, and welfare of the citizens of Timnath and is in accordance with the Comprehensive Plan.

2.9.13.11 Expiration. Unless otherwise stated in the motion made by the Board of Adjustment, all rights to permits authorized by the granting of any variance shall expire one year from the time approval for a variance is final. The Board of Adjustment may grant an extension of up to six months for good cause shown.

2.9.14 Planned Development District. This is a discretionary approval process for unified developments permitting greater flexibility in the application of standards and mix of uses within the development. The process results in the approval of a new zoning district with specific regulations.

2.9.14.1 Pre-application conference. See Section 2.9.3.1.

2.9.14.2 Planned development application submittal. The applicant shall submit a complete application package to the Town Clerk. Planned development application packages shall include:

A. Land use application form and application fee.

B. Planned Development District – Technical Criteria Form (from Workbook).

C. Fee agreement.

D. Title commitment or proof of ownership.

E. Written statement and any graphics necessary to describe the precise nature of the proposed use and its operating characteristics and to illustrate how all the planned development review criteria have been satisfied.

F. A map showing the proposed development of the site, including topography, building locations, parking, traffic circulation, usable open space, landscaped area and utilities and drainage features, as applicable.

G. Preliminary building plans and elevations sufficient to indicate the dimensions, general appearance and scale of all buildings, if required by Town Planner.

H. Such additional material as the Town Planner may prescribe or the applicant may submit pertinent to the application.

I. Surrounding and interested property ownership report.

J. Public hearing notification envelopes.

K. All the requirements for subdivisions if the development will be subdivided. See Section 2.9.10.
2.9.14.3 Town Planner shall review for completeness. See Section 2.9.3.4.

2.9.14.4 Referrals. Referrals shall be sent to all affected agencies and local governments, and specific property owners, if applicable. Staff will then prepare a report identifying any issues of concern that the applicant shall address and forward it to the applicant.

2.9.14.5 Staff report. Staff shall submit a report to the Planning Commission explaining how the application is or is not consistent with the Planned Development application review criteria. The staff will also make a recommendation for approval, approval with conditions, or denial.

2.9.14.6 Notice of public hearing pursuant to Section 2.9.4.

2.9.14.7 Planning Commission review of the Planned Development District application. The Planning Commission shall hold a meeting to review the application and determine if the application complies with the Planned Development District review criteria. The Planning Commission will then recommend to the Town Council approval, approval with conditions, or denial.

2.9.14.8 The Town Council hearing and action on the Planned Development District. The Council shall hold a public hearing on the Planned Development District application. Following the public hearing, the Council may approve, conditionally approve or deny the planned development District application based on the Planned Development District review criteria and the intent of this Code.

2.9.14.9 Planned Development District review criteria.

A. The proposed Planned Development District shall have a unified character throughout the district. The Planned Development District shall have no more adverse effects on health, safety, or welfare of the surrounding properties, or shall be no more injurious to property or improvements in the area than would any other use generally permitted in the same district. In making such a determination, consideration shall be given to:

1. The location, type, and height of buildings or structures;
2. The type and extent of landscaping and screening on the site; and
3. Whether the proposed use is consistent with any policy of the comprehensive plan that encourages mixed uses and/or densities.

B. Adequate utilities shall be provided

C. The proposed Planned Development District will not substantially impair the appropriate use or development of adjacent property.

D. No significant traffic issues are created.

E. The Planned Development District results in a more efficient development which may contain innovative and creative development.

2.9.15 Administrative Waivers. The Town Planner, in certain circumstances, may waive any of the dimensional and parking standards contained in this Code. A waiver permits specified minor deviations from the Code while staying consistent with the intent. A waiver cannot be granted if it would create conflicts with other Town requirements.

2.9.15.1 Administrative waiver submittal. The applicant shall submit one copy of the
Waiver Request Form to the Town Planner. All waiver requests shall include:

A. The specific standard for which a waiver is desired;
B. Reason(s) for the request including a statement as to why the standard cannot be met, if that is the case;
C. The consequences if the standard is not waived.

2.9.15.2 Any waiver must meet one or more of the following conditions:

A. The alternative better achieves the stated intent;
B. The intent cannot be achieved by application of the standard in this circumstance;
C. The effect of other standards will be improved by not applying a particular standard;
D. Strict application or unique site features make the standards impractical.

2.9.15.3 Departures may be permitted from the following standards:

A. Structure widths and depth limits
B. Setback requirements
C. Design, location, and access to parking
D. Parking ratios
E. Open space requirements
F. Lot coverage limits
G. Screening and landscaping requirements
H. Standards for location and design of uses in mixed-use buildings

2.9.16 Appeals of Administrative Decisions. This Section sets forth the process for appealing administrative decisions made by the Town Planner under this Land Use Code.

2.9.16.1 Applicability.

A. Appeals to the Board of Adjustment may be taken by any person aggrieved by any decision of the Town Planner made in the course of the administration or enforcement of the Land Use Code.

B. An application for an appeal must be made within 30 days after the Town Planner or Town Manager makes a written decision on the matter. If it is not appealed to the Board of Adjustment the decision shall be final.

2.9.16.2 Appeal submittal. The applicant shall submit one copy of a written appeal to the Town Clerk. The appeal must include the specific interpretation being appealed.

2.9.16.3 Staff review. Staff will complete a review of the waiver request and make a decision based on the intent of the Code requirements. The Town Planner may:

A. Approve the waiver and/or reduction of development standard; or
B. Deny the waiver and/or reduction in development standard; or
C. Approve one or more waivers and/or reductions and deny one or more other waivers and/or reductions, if more than one waiver or reduction is
described in the request.

2.9.16.4 Criteria.

A. The waiver or reduction in a development standard is required for construction of the development project at the density to which the project is entitled and with all concessions or other incentives approved for the project.

B. The waiver or reduction in a development standard will not have a specific adverse impact on public health, public safety, or the physical environment.

C. The waiver or reduction in a development standard is necessary because application of the development standards would physically preclude construction of a project otherwise meeting the requirements of the Code, or the intent of the Code.

2.10 Vested Rights.

2.10.1 Purpose. This Section specifies procedures necessary to implement Article 68 of Title 24, C.R.S., as amended, which establishes a vested property right to undertake and complete development of real property under the terms and conditions of an approved site specific development plan. No vested rights shall be created within the Town except through a site specific development plan.

2.10.2 Definition. For purposes of Article 68 of Title 24, C.R.S., a site specific development plan means a document that complies with all requirements of this Section and consists of one of the following:

2.10.2.1 A conditional use permit approved pursuant to Section 2.9.8.

2.10.2.2 A final subdivision plat approved pursuant to Section 2.9.10.

2.10.2.3 A final plat replat approved pursuant to Section 2.9.10.

2.10.2.4 A final planned development approved pursuant to Section 2.9.14.

2.10.3 Notice and Hearing. Written notice and public hearing requirements for vested rights, under circumstances in which the final development plan constitutes the site specific development plan, are satisfied by the notice and public hearing before Town Council. The notice shall indicate that such vested right shall be created upon approval of the development agreement, or subdivision agreement by the Town Council.

2.10.4 Approval, Effective Date and Amendments.

2.10.4.1 Approval and effective date. Site specific development plans, as identified in Section 2.10.2, shall be deemed approved, and the associated vested property right shall be deemed established, on the date the Town Council adopts the ordinance approving or conditionally approving the subject conditional use, final plat, final plat replat, site plan or final planned unit development application.

Once established, the vested right shall remain in effect for three years, unless the Town Council determines, as part of the site specific development plan approval, that a longer period is warranted in light of the relevant circumstances. Those circumstances may include but are not limited to: the size and phasing of the development, economic cycles, and market conditions. Any amendment
to an approved site specific development plan shall not extend the three year vesting period unless the Town Council expressly authorizes an extension based on the foregoing criteria.

2.10.4.2 Amendments. No activity or use authorized by a site specific development plan approval granted under this Article shall be allowed to commence unless a vested right is first established as required in this Section, and until all other applicable post-approval requirements have been met.

2.11 Nonconformity.

2.11.1 Generally. Any parcel of land, use, easement, structure, sign or feature lawfully existing on the date of any text change in this ordinance, or on the date of a zoning map change that does not conform to the requirements of the district in which it is located may be continued and maintained in accordance with the provisions of this Section and other applicable provisions of this ordinance. Nonconformities may continue as prescribed, but the provisions of this Section are designed to curtail substantial investment in nonconformities and to bring about their eventual conformity or elimination.

2.11.2 Certificate of Zoning Compliance Required. No nonconforming structure, use, lot, or feature shall be continued, renewed, changed, or extended until a permit has been issued by the Town Planner. The certificate of zoning compliance shall state specifically wherein the nonconformity differs from the provisions of this ordinance. The burden of proof, based on public records, as to the legality of the nonconforming use rests with the property owner and shall require a notarized affidavit submitted by the owner stating such as part of the application.

2.11.3 Nonconforming Lots. A legal nonconforming lot is a lot existing legally at the time of the passage of this ordinance, or the time of annexation into the Town’s jurisdiction, which does not by reason of design or dimensions conform to the regulations of the district in which it is situated. A lot established after the passage of this ordinance which does not conform to regulations of the district in which it is situated shall be considered an illegal nonconforming lot and is a violation of this ordinance. Legal nonconforming lots may continue only in accordance with the following provisions.

2.11.3.1 Vacant Lots. Vacant lots for which plats or deeds have been recorded in the office of the Larimer County Clerk and Recorder, which fail to comply with the minimum area or other dimensional requirements of the districts in which they are located may be used for any of the uses permitted in the district in which it is located, provided that:

A. Where the lot area is not more than 20 percent below the minimum specified in this ordinance, and other dimensional requirements are otherwise complied with, the Town Planner is authorized to issue a certificate of zoning compliance.

B. Where the lot area is more than 20 percent below the minimum specified in this ordinance, or other dimensional requirements cannot be met, the Board of Adjustment may, in its discretion, approve as a variance such dimensions as shall conform as closely as possible to the required dimensions based on the lot’s physical limitations.
2.11.3.2 Recombination of Nonconforming Vacant Lots. When the owner of a nonconforming vacant lot also owns land adjacent to the nonconforming lot, and the adjacent land or portion thereof can be combined with the nonconforming vacant lot to create a conforming lot or a more conforming lot (without creating other nonconformities), such owner shall, before selling or beginning any construction thereon, so combine the nonconforming lot and the adjacent land to create such lot.

2.11.4 Nonconforming Uses. A legal nonconforming use is a use existing legally at the time of the passage of this ordinance, or the time of annexation into the Town's jurisdiction, which does not by reason of use conform to the regulations of the district in which it is situated. A use established after the passage of this ordinance which does not conform to regulations of the district in which it is situated shall be considered an illegal nonconforming use and is a violation of this ordinance. Legal nonconforming uses of land or structures may continue only in accordance with all of the following provisions.

2.11.4.1 Expansion Prohibited. A nonconforming use shall not be expanded. Expansion shall include an intensification of use, a physical expansion that results in increased capacity or activity associated with the use, an extension of the hours of operation or number of days of activity and any similar change in activity or location.

2.11.4.2 Relocation Restricted. A nonconforming use shall not be moved from one location on a site to another location on the same site unless the property owner can demonstrate to the satisfaction of the Town Planner that the relocation of the use will not increase the impacts of such use on the public, will not adversely affect adjacent properties, and will not have the effect of making the nonconformity more permanent.

2.11.4.3 Change of Use Must Conform. A nonconforming use shall not be changed to any other use unless the new use conforms to the standards of the zoning district in which it is located. Once a nonconforming use is changed to a conforming use, a nonconforming use shall not be re-established.

2.11.4.4 Restablishment Restricted. A legal nonconforming use, when discontinued or abandoned, shall not be resumed. Discontinuance or abandonment shall be defined as follows:

A. When land used for a legal nonconforming use shall cease to be used in a bona fide manner for one calendar month.

B. When a building designed or arranged for a nonconforming use ceases to be used in a bona fide manner as a legal nonconforming use for a continuous period of six consecutive calendar months.

C. When a building designed or arranged for a conforming use shall cease to be used in a bona fide manner as a legal nonconforming use for a period of six consecutive calendar months.

2.11.4.5 Reversion Prohibited. A legal nonconforming use if changed to conforming use may not thereafter revert or be changed back to a nonconforming use.

2.11.4.5 Structural Alterations Restricted. No structural changes shall be made in any structure occupied by a nonconforming use except as follows:
A. Structural changes ordered by an authorized official in order to insure the safety of the structure shall be permitted.

B. Maintenance and repairs to keep a structure in sound condition shall be permitted.

C. Structural changes necessary to convert the nonconforming use to a conforming use shall be permitted.

D. An existing nonconforming residential structure may be enlarged or altered provided that no additional dwelling units result therefrom. Any such enlargement or alterations shall be in compliance with all yard requirements and standards of the district and/or use.

E. The structure and its accompanying use may be moved to another location on the lot so long as the structure meets all applicable requirements of the district and Section 2.11.4.2, Relocation Restricted.

F. Expansion of a nonconforming use of a building or structure into portions of the structure that, at the time the use became nonconforming, were already erected and arranged or designed for such nonconforming use is permissible.

2.11.5 Nonconforming Structures, Excluding Signs. A legal nonconforming structure is a structure, including a building, existing legally at the time of the passage of this ordinance, or the time of annexation into the Town’s jurisdiction, which does not by reason of design or dimensions conform to the regulations of the district in which it is situated. A structure established after the passage of this ordinance which does not conform to regulations of the district in which it is situated shall be considered an illegal nonconforming structure and is a violation of this ordinance. Legal nonconforming structures may continue only in accordance with all of the following provisions.

2.11.5.1 Continuation Permitted. A nonconforming structure, devoted to a use permitted in the zoning district in which it is located, may continue only in accordance with the provisions of this Section.

2.11.5.2 Repair and Maintenance Permitted. Normal repair and maintenance may be performed to allow the continuation of a nonconforming structure.

2.11.5.3 Certain Enlargements Permitted. Any nonconforming structure may be enlarged if the expansion does not increase the nonconformity.

2.11.5.4 Changes for Conversion Permitted. Structural changes necessary to convert the nonconforming use to a conforming use shall be permitted in compliance with this Code.

2.11.5.5 Movement Restricted. A nonconforming structure shall not be moved unless it thereafter conforms to the standards of the zoning district in which it is located.

2.11.5.6 Repair and Restoration Restricted. A nonconforming structure, destroyed or damaged so that more than 40 percent of the value of such structure remains, may be repaired or restored if:

A. A building permit for the repair or restoration is issued within six months of the date of the damage and remains valid until the repairs or restoration are complete.
B. The structure conforms to the standards of the regulations for the zoning district in which it is located; however, if the structure is used for the same purpose as before the destruction, the new structure may be rebuilt using the same materials.

C. The total amount of space devoted to a nonconforming use is not increased and the degree of nonconformity in the structure is not increased.

2.11.5.7 Conformation Required. If the Town Planner determines the building or structure has been damaged to such an extent that the repair costs will exceed 60 percent of the fair market value of the damaged building or structure immediately before the damage was incurred, future use of the building and site shall conform to the regulations of the district in which it is located. However, any building or structure listed on the National Register of Historic Places or any building certified as a state historic building may be rebuilt or restored to its original dimensions or the dimensions of the building or structure before such damage occurred, provided such restoration conforms to the Secretary of Interior Standards for Rehabilitation. For the purposes of this Section, the extent of damage or destruction shall be determined by comparing the estimated cost of repair or restoration with the current estimated market value based on the assessed tax value.

2.11.5.8 Replacement Restricted. A nonconforming structure shall not be replaced with another nonconforming structure regardless of the degree of nonconformity.

2.11.6 Nonconforming Signs. A legal nonconforming sign is a sign existing legally at the time of the passage of this ordinance, or the time of annexation into the Town’s jurisdiction, which does not by reason of design or dimensions or location conform to the regulations of the district in which it is situated. A sign erected or created after the passage of this ordinance which does not conform to regulations of the district in which it is situated shall be considered an illegal nonconforming sign and is a violation of this ordinance. Legal nonconforming signs may continue only in accordance with all of the following provisions.

2.11.6.1 Continuation Permitted. Subject to the remaining restrictions of this Section, nonconforming signs that were otherwise lawful on the effective date of this ordinance may be continued.

2.11.6.2 Increase in Nonconformity Prohibited. No person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming sign. Without limiting the generality of the foregoing, no nonconforming sign may be enlarged/reduced or altered in such a manner as to aggravate the nonconforming condition. Nor may illumination be added to any nonconforming sign.

2.11.6.3 Movement and Replacement Restricted. A nonconforming sign may not be moved or replaced except to bring the sign into complete conformity with this Section.

2.11.6.4 Reconstruction Limited. If a nonconforming sign structure is destroyed by natural causes or accident, it may not thereafter be repaired, reconstructed, or replaced except in conformity with all the provisions of this chapter, and the remnants of the former sign structure shall be cleared from the land. For purposes of this Section, a nonconforming sign is “destroyed” if damaged to an extent that the cost of repairing the sign to its former stature or replacing it with an equivalent sign equals or exceeds the value (tax value if listed for tax
purposes) of the sign so damaged.

2.11.6.5 Message Change Permitted. The message of a nonconforming sign may be changed so long as this does not create any new nonconformities.

2.11.6.6 Repair Limited. Subject to the other provisions of this Section, nonconforming signs may be repaired and renovated so long as the cost of such work does not exceed within any 12-month period 50% of the value (tax value if listed for tax purposes) of such sign.

2.11.6.7 Abandonment. If a nonconforming sign remains blank for a continuous period of 180 calendar days, that sign shall be deemed abandoned and shall, within 90 calendar days after such abandonment, be altered to comply with this Article or be removed by the sign owner, owner of the property where the sign is located, or other person having control over such sign. For purposes of this Section, a sign is “blank” if any of the following apply:

A. It advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted.

B. The advertising message it displays becomes illegible in whole or substantial part.

C. The advertising copy paid for by a party other than the sign owner or promoting an interest other than the rental of the sign has been removed.

2.11.6.8 Conformity Required. The following types of nonconforming signs or signs that are nonconforming in any of the following ways shall be altered to comply with the provisions of this article or removed within 90 days after the effective date of this Article:

A. Enterprise or activity that is no longer operating or being offered or conducted.

B. Portable signs and temporary signs.

C. Signs that are in violation of Article 7.

2.11.6.8 Removal Required. Nonconforming signs, if present anywhere on the site, shall be removed prior to issuance of a change of use permit, issuance of a grading permit, or commencement of new construction on the site.

2.11.7 Nonconforming Features. A legal nonconforming feature is a physical characteristic existing legally at the time of the passage of this ordinance, or the time of annexation into the Town’s jurisdiction, which does not by reason of design or dimensions conform to the regulations of the district in which it is situated. Nonconforming features include, but are not limited to physical characteristics of development that exceed allowable maximum standards (e.g. impervious surface and height), and those that lack or fall short of required minimum standards (e.g. sight triangle, off-street parking and loading spaces, buffer width, lighting standards, building design). A feature added or changed after the passage of this ordinance which does not conform to regulations of the district in which it is situated shall be considered an illegal nonconforming feature and is a violation of this ordinance. Legal nonconforming features may be continued subject to the following limitations.
2.11.7.1 Increase In Nonconformity Prohibited. No action shall be taken which increases the degree or extent of the nonconforming feature. Any enlargement, extension, structural alteration, parking changes, and other changes to lot design and access shall conform to all current requirements of this Article.

2.11.7.2 Continuation Permitted. For development existing (or for which a vested right had been established) before the effective date of current regulations, nonconforming features created by a change in regulations may continue to exist, and structures with such nonconforming features may be reconstructed if demolished or destroyed.

2.11.8 Additional Requirement for Nonconforming Accessory Uses and Structures. No nonconforming accessory use or accessory structure shall continue after the principal use or structure is terminated by abandonment, discontinuance, damage, or destruction unless such accessory use or accessory structure thereafter is made to conform to the standards for the zoning district in which it is located.

2.11.9 Additional Requirements for Manufactured Home Parks.

2.11.9.1 Expansion Prohibited. Nonconforming manufactured home parks may not be expanded or increased in size which shall include adding spaces to the park.

2.11.9.2 Replacement of Park Prohibited. When a site at a nonconforming manufactured home park is vacated, another manufactured home may not be placed on that site.

2.11.10 Changes of Tenancy and/or Ownership. There may be a change in tenancy or ownership of an existing nonconforming use or structure provided there is no change in the nature or character of such nonconforming use or structure except as provided herein and all other applicable requirements of this ordinance are met (e.g., parking, screening, landscaping, etc.).
ARTICLE 3.  ZONING DISTRICTS ESTABLISHED; MAP

3.1  Purpose.

All land and water areas within the jurisdiction of the Timnath are divided into zoning districts the purpose of which is to:

- Encourage the most appropriate use of land through the Town and ensure a logical growth of the various physical elements of the Town. Regulate and restrict the location and use of buildings, structures and land for residence, business, trade, industry or other purposes.
- Regulate and determine the size of building lots, yards and other open spaces.
- Promote good design and arrangement of buildings or clusters of buildings and land uses in residential, business and industrial development.
- Encourage innovative, quality site planning, architecture and landscaping.
- Prevent the overcrowding of land, poor quality development, waste and inefficiency in land use, danger and congestion in travel and transportation and any other use or development that might be detrimental to the stability and livability of the Town.
- Ensure that new land development is designed to be integrated into the community.
- Promote the health, safety, morals and general welfare of Town residents

3.2  Types of Zoning Districts.

There are two types of zoning districts in Timnath, base districts and overlay districts.

3.2.1  Districts. Each base district category serves a different purpose and imposes its own set of requirements and restrictions on the use of land in addition to the general requirements and restrictions imposed on all land or uses within the zoning jurisdiction. A base district may be layered with an overlay district.

3.1.2  Overlay Districts. Overlay districts are established to provide for certain additional requirements, to permit uses not otherwise permitted in the underlying base district, to prohibit uses allowed in the underlying base district where they may be inappropriate, or to establish special development requirements for uses permitted in the base district. Thus, where overlay districts exist and there is a conflict between the requirements or uses specified between the overlay and the underlying district, the standards of the overlay district shall prevail. Otherwise, the standards of the underlying district shall also be in effect for any area additionally zoned for an overlay district.

3.3  Establishment of Districts.

Timnath is divided into the following zoning and overlay districts:
Table 3.1 List of Standard Zoning Districts

<table>
<thead>
<tr>
<th>District Abbreviation - Name</th>
<th>District Category</th>
<th>Comprehensive Plan Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Agriculture</td>
<td>Agricultural</td>
<td>CDR-AB</td>
</tr>
<tr>
<td>RE - Estate Residential</td>
<td>Residential</td>
<td>VLR/CDR-AB</td>
</tr>
<tr>
<td>R1 - Old Town Residential</td>
<td>Residential</td>
<td>LDR</td>
</tr>
<tr>
<td>R2 - Single-Family Residential</td>
<td>Residential</td>
<td>LDR</td>
</tr>
<tr>
<td>R3 - Mixed Residential</td>
<td>Residential</td>
<td>MDR</td>
</tr>
<tr>
<td>R4 - Multi-Family Residential</td>
<td>Residential</td>
<td>HDR</td>
</tr>
<tr>
<td>RMU - Residential Mixed-Use</td>
<td>Mixed-Use</td>
<td>LDMU/RMU/MU</td>
</tr>
<tr>
<td>CMU - Commercial Mixed-Use</td>
<td>Mixed-Use</td>
<td>CMU</td>
</tr>
<tr>
<td>B - Business</td>
<td>Mixed-Use</td>
<td>DC</td>
</tr>
<tr>
<td>NC - Neighborhood Commercial</td>
<td>Commercial</td>
<td>C/E</td>
</tr>
<tr>
<td>CC - Community Commercial</td>
<td>Commercial/Office</td>
<td>C/E</td>
</tr>
<tr>
<td>RC - Regional Commercial</td>
<td>Commercial</td>
<td>RC</td>
</tr>
<tr>
<td>I - Industrial</td>
<td>Industrial</td>
<td>E</td>
</tr>
</tbody>
</table>

Table 3.2 List of Overlay Districts

<table>
<thead>
<tr>
<th>District Abbreviation, Name</th>
<th>District Category</th>
<th>Comprehensive Plan Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>PD - Planned Development District</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>FP - Floodplain District</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>HD - Historic District</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

3.3 Official Zoning Map.

3.3.1 Zoning Map Is A Part Of This Code. The boundaries of zones established by this Land Use Code shall be shown on a map or series of maps entitled Timnath Official Zoning Map, as may from time to time be revised, updated or redrafted. Such map or maps together with all matters shown on such maps are adopted and approved and collectively constitute the official zoning map. The Official Zoning Map is incorporated by reference and made a part of this Code.

3.3.2 Map Filed. The Official Zoning Map is a digital map on file in the Timnath Administrative Office.

3.3.3 Map Amendments. Upon enactment of any ordinance annexing and establishing zoning or modifying existing zoning for any property, and upon final passage thereof, the Official Zoning Map shall be considered amended to include the subject property with the proper zoning classification. A record of such amendments shall be maintained by the Planning Director/Town Planner.

3.3.4 Boundaries Shown. In the event uncertainty exists on the zoning map, district boundaries shall be on section lines, lot lines, the center lines of highways, streets, alleys, railroad right-of-ways or such lines extended; municipal corporation lines; or other lines to be determined by the use of scales shown on the map.
3.5 **Zoning Districts Described; Purpose.**

Most areas within the zoning jurisdiction of the Town are divided into standard zoning districts, within which the use of land and water areas; the location, height, bulk, appearance and use of structures; the provision of parking and loading areas; and the provision of buffers, landscaping and screening are regulated as provided in this code. Collectively, these districts are intended to advance the purposes of the adopted Comprehensive Plan and the intent of this Code as stated in Section 3.1. Individually, each district is designed and intended to accomplish the following more specific objectives.

Unless otherwise stated below, permitted uses and conditional uses are listed in Article 4, Use Regulations. Dimensional standards are listed in Section 5.2 and design requirements are listed in Section 5.7.

3.5.1 **A- Agriculture District**

The Agriculture District is primarily used for agriculture and ultra-low density residential uses. It serves as a transitional area for the Town and consists of lands identified by the Comprehensive Plan as potentially suitable for more urban development in the future when utilities and other urban services are available in sufficient capacities.

3.5.2 **RE – Residential Estate District.**

The Residential Estate District is intended to be a very low density residential district. It is characterized by rural, large lot development of single-family detached homes and frequently serves as a buffer between areas zoned for Agriculture and residential areas intended for higher density residential or commercial use.

3.5.3 **R1 – Old Town Residential District.**

The Old Town Residential District is characterized by small lot single-family residential uses, although it may contain a mix of lot sizes.

3.5.4 **R2 – Single-Family Residential District.**

The R2-Single-Family Residential District is intended to provide a moderate amount of flexibility in the creation of lots and the types of residential uses permitted.

3.5.5 **R3 – Mixed Residential District.**

The R3-Mixed Residential District is intended to allow greater flexibility in housing styles and lot sizes in projects that are integrated into the community to form a vibrant, active and cohesive neighborhood unit. Both detached single-family and attached housing is permitted. Attached housing in this district can include single-family attached, two-family, apartment or condominiums.

3.5.6 **R4 – Multi-Family Residential District.**

The R4-Multi-Family Residential District is intended primarily for apartments and condominiums. This higher density district is suitable near neighborhood or regional commercial uses. Multi-family residential developments shall be designed around or adjacent to open space.
3.5.7 RMU - Residential Mixed-Use District.

The RMU-Residential Mixed-Use District is intended to provide a place where a mix of compatible business, commercial, civic and residential uses is permitted within a common development at intensities that blend well with adjacent low and medium density single-family residential areas. Such developments may mix uses within individual buildings and within a small scale master planned development. It is also intended to be a district with primarily residential uses that are supported by secondary retail, personal service and office uses.

3.5.8 CMU - Commercial Mixed-Use District.

The CMU-Commercial Mixed-Use District is intended for predominately retail-oriented commercial and office development with high density residential either in the same building or on the same property as the non-residential development.

3.5.9 B - Business District.

The B-Business District is intended to protect and enhance the historic town center by: 1) encouraging redevelopment and expansion, 2) allowing a mix of uses including civic, office, retail, services, housing and cultural uses; and 3) promoting walking and cycling as well as shared parking.

3.5.10 NC - Neighborhood Commercial District.

The NC-Neighborhood Commercial District is intended to provide immediate residential neighborhoods access to commercial centers that contain smaller scale service, retail and community facility uses. This district is heavily dependent on pedestrian and cycling traffic with a secondary emphasis on the automobile; complete and convenient access to nearby residential areas and between uses within this district is essential.

3.5.11 CC - Community Commercial District.

The CC-Community Commercial District is designed to permit a wide range of commercial, service, community facility and institutional uses for the entire town. Uses in this district may also serve the traveling public, and auto-oriented businesses are permitted, but emphasis on pedestrian and cycling access to other parts of town as well as within the district is a high priority.

3.5.12 RC - Regional Commercial District.

Located solely at, or near the interchanges of Interstate 25 and arterials, the RC-Regional Commercial District is designed to facilitate an appropriate mix of regional commercial uses such as large retail establishments, business and light industrial uses, medical facilities and offices, higher density multi-family residential, a continuum of life-care housing options and open space.

3.5.13 I - Industrial District.

The I-Industrial District is intended to provide locations for a variety of workplaces including industrial uses with minimal offsite impacts, research and development, offices and institutions. This district also accommodates secondary uses that are clearly incidental and subordinate in number and scale to the primary use of the district for industrial facilities and uses. Secondary uses shall complement and support primary workplace
uses. Examples include hotels, restaurants, retail and day care for children and adults.

3.5.16 PD – Planned Development Overlay District.

The PD-Planned Development Overlay District is intended to provide a place where larger scale high quality master-planned developments are permitted. The Town encourages innovative land use and building design that integrates well within the community and promotes a positive community image. In exchange for greater freedom of design and intensity of development, the Town expects a PD development to protect and conserve critical environmental resources, provide a significant amount of open space and recreational amenities, and integrate uses that are compatible both internally to the site as well as to adjacent developed areas.

3.5.17 FP – Floodplain Overlay District.

The purpose of the Floodplain Overlay District is to fully integrate FEMA floodplain requirements into the zoning ordinance and to enhance those requirements with town land use and environmental priorities.

3.5.18 HD – Historic Overlay District.

The intent of the Historic Overlay District is to provide land development controls that protect the integrity of historic areas within the Town.
ARTICLE 4. USE REGULATIONS AND CONDITIONS

4.1 Establishment of a Table of Uses.

The uses permitted in the zoning districts established by Article 3 are set forth in the Table of Uses, Table 4.1.

4.2 Determination of Use Category.

The Planning Director shall make a determination as to whether or not any proposed use is permitted within Timnath’s zoning jurisdiction based on the uses listed in the Table of Uses. Whenever it is not clear whether a proposed use is or is not permitted, the Planning Director shall consult the purpose statement for each district and the latest version of the North American Industrial Classification System (NAICS) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Planning Director after consultation shall be deemed to be prohibited.

4.3 Table of Uses.

4.3.1 In General. The following table lists uses permitted in each zoning district by a) issuance of a permit by the Planning Director without conditions; and, b) issuance of a permit by the Planning Director with conditions. Conditions for specific uses are listed in Section 4.4. The table also denotes in which districts certain uses are not permitted.

4.3.2 Districts. The Table of Uses lists uses for each district within the Town’s zoning jurisdiction. Overlay districts are not listed in the table since uses allowed are governed by the underlying district. Furthermore, the Planned Mixed-Use District is also not shown. Uses within that district are established on a case-by-case basis consistent with an adopted plan for the area, if one exists, and the intent of the Comprehensive Plan. In no case shall any use be permitted in a PD District that is not allowed in any residential or mixed-use district as designated in Article 3.

4.3.3 Symbols.

4.3.3.1 Where the symbol “P” is shown, the use to which it refers is permitted as a use by right in the indicated district, provided it complies fully with all applicable development standards of this chapter.

4.3.3.2 Where the symbol “PC” is shown, the use to which it refers is a permitted use with conditions requiring development site plan review.

4.3.3.3 Where the symbol “C” is shown, the use to which it refers is conditional and must be approved by the Town Council.

4.3.3.4 Where an “*” is shown on the table, the use to which it refers is not permitted.
Table 4.1 Standard District Table of Permitted Uses

<table>
<thead>
<tr>
<th>Permitted without conditions</th>
<th>Permitted with conditions</th>
<th>Conditional use</th>
<th>Not allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential</strong></td>
<td><strong>Mixed-Use</strong></td>
<td><strong>Business/Commercial</strong></td>
<td><strong>Industrial</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accessory buildings and accessory uses</th>
<th>Residential</th>
<th>Mixed-Use</th>
<th>Business/Commercial</th>
<th>Industrial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling, accessory</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
</tr>
<tr>
<td>Dwelling, attached single-family</td>
<td>*</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Dwelling, group home</td>
<td>*</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
</tr>
<tr>
<td>Dwelling, manufactured home</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>*</td>
</tr>
<tr>
<td>Dwelling, mixed-use</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Dwelling, mobile home</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Dwelling, multi-family</td>
<td>*</td>
<td>*</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Dwelling, senior housing and life care communities</td>
<td>C</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Dwelling, single-family detached</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Dwelling, two-family</td>
<td>*</td>
<td>*</td>
<td>P</td>
<td>P</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Institutional/Civic/Public Uses</th>
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<td>Places of worship and assembly including community centers</td>
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<td>Public and private colleges, vocational training and technical training</td>
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<td>Public facilities</td>
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<td>Sports and/or entertainment arena or stadium</td>
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<td>Transit facilities without repair or storage</td>
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<td>Bars, taverns and nightclubs</td>
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<td>Bed and breakfast inns</td>
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<td>Boarding and rooming houses</td>
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<td>Car wash</td>
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<td>Clubs and lodges</td>
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<td>Equipment rental establishments without outdoor storage</td>
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<td>Equipment, truck and trailer establishments with outdoor storage</td>
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<td>Fairgrounds and stadiums, public or private</td>
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<td>Kennels (small animal boarding)</td>
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<td>Liquor sales with drive-thru</td>
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<td>Medical and dental offices and clinics</td>
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<td>Micro-breweries</td>
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<td>Motor vehicle, recreational vehicle, boat and truck sales and leasing</td>
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<td>Motor vehicle, recreational vehicle, boat and truck storage</td>
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<td>Open-air farmers’ markets</td>
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<td>Parking lots and parking garages (as a principal use)</td>
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<td>Personal and business service shops</td>
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<td>Print shops</td>
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<td>Professional offices, financial services</td>
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<td>Recreation facility, indoor</td>
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<td>Restaurants with drive-through Service</td>
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<td>Restaurants/standard &amp; fast food without drive-through Service</td>
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<td>Retail and supply yard establishments with outdoor storage</td>
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<td>Retail marijuana</td>
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<td>Riding stables; boarding</td>
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<td>Safe house for battered or abused adults or children of up to eight (8) families</td>
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<td>Sales and leasing of farm implements, heavy equipment sales, and heavy excavation equipment</td>
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<td>Tourist facilities</td>
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<td>Veterinary facilities, large animal clinics</td>
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<td>Veterinary facilities, small animal clinics</td>
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<td><strong>Industrial Uses</strong></td>
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<td>Gas, oil and other hydrocarbon well drilling and production (as permitted by state and local regulations)</td>
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<td>Manufacturing and preparation of food products</td>
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<td>Manufacturing of electric or electronic instruments and devices</td>
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<td>Manufacturing, assembly or packaging of products from previously prepared materials</td>
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<td>Mini-warehouses and self-storage facilities</td>
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<td>Outside storage</td>
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<td>Plumbing, electrical and carpenter shops</td>
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<td>Recycling facilities</td>
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<td>Research, experimental or testing laboratories</td>
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<td>Resource extraction, processes and sales establishment</td>
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<td>Sales and leasing of farm implements, heavy equipment sales, manufactured homes, and heavy excavation equipment</td>
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<td>Warehouse, distribution and wholesale uses</td>
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<td>Wireless telecommunications facilities</td>
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### Timnath Land Use Code

**Article 4 - Zoning Districts Established**

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### Agricultural Uses

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<tr>
<td><strong>Workshops and custom small industry uses</strong></td>
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#### Common equestrian stabling and grazing with restrictions

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#### Farming, including but not limited to, gardening, horticulture, fruit growing, growing of vegetables, trees, shrubs, plans, turf and sod

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#### Animal operations including livestock

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#### Structures for storage of agricultural products produced on the premises

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4.4 **Conditions for Uses Permitted with Conditions.**

Uses noted in the Table of Uses as uses permitted with conditions must meet certain conditions in addition to any other requirements imposed by this Code in order to be permitted within the Town of Timnath. These uses along with their applicable conditions are listed below. The Town Council may also use these criteria in granting a conditional use request.

4.4.1 **Accessory Buildings and Accessory Uses Including Accessory Dwellings.**

4.4.1.1 In no event shall “accessory use” or “accessory structure” be construed to authorize a use or structure not otherwise permitted in the district in which the principal use is located.

4.4.1.2 Accessory uses and structures that are clearly related to and incidental to the permitted principal use or structure on the lot are permitted in all districts. Accessory dwellings shall also meet the requirements of Section 4.4.1.6.

4.4.1.3 All accessory uses and structures shall require the issuance of a zoning permit except for uses and structures accessory to agricultural uses.

4.4.1.4 The gross floor area used by all accessory uses, except a private garage, shall not exceed 10% of the total floor area of the principal use which is active and operational. The maximum square footage of the portion of a lot used for an accessory use shall be determined based on the above criteria; however, in no event shall the square footage of the portion of the lot used for the accessory use exceed 25% of the square footage of the principal use which is active and operated at the same time as the accessory use. Uses accessory to agricultural are excluded from these requirements.

4.4.1.5 Accessory buildings may not house medical marijuana centers, medical marijuana optional premises cultivation operations, or medical marijuana-infused products manufacturers.
4.4.1.6 Accessory dwellings.

A. Accessory dwellings shall be limited to 850 square feet in total floor area.

B. An accessory dwelling may be attached, within, or separate from the principal dwelling.

C. The principal use of the lot shall be residential and the principal structure on the lot shall be a single-family residential building.

D. No more than one accessory dwelling shall be permitted on a single lot of record in conjunction with the principal dwelling unit.

E. The accessory dwelling shall be owned by the same person as the principal dwelling.

F. The accessory dwelling shall not be served by a driveway separate from that serving the principal dwelling unless the accessory dwelling is accessed from a rear alley and the principal dwelling is accessed from a street.

G. A detached accessory dwelling may be a dwelling only or may combine a dwelling with garage, workshop, studio, or similar customary accessory structure/use.

H. A detached accessory dwelling shall be located in the rear yard.

I. The owner of the accessory dwelling shall live on the parcel containing the accessory dwelling.

4.4.1.7 Uses accessory to residential uses. It is the intent of the Town to allow in-home commercial activities in selected residential areas when the nature and operation of the in-home business is not evident or detrimental to the peace, enjoyment and quality of life in the neighborhood, and the use meets the following standards:

A. Offices or studios within an enclosed building and used by an occupant of a residence located on the same lot as such building to carry on administrative or artistic activities of a commercial nature, so long as such activities do not fall within the definition of a home occupation which are regulated separately in this Code, and provided that such use does not generate additional traffic to the location.

B. Hobbies or recreational activities of a noncommercial nature, limited to the premises.

C. Yard sales or garage sales, so long as such sales are not conducted on the same lot for more than three days (whether consecutive or not) during any 90 day period.

D. Home occupations. It is the intent of the Town to allow in-home commercial activities in selected residential areas when the nature and operation of the in-home business is not evident or detrimental to the peace, enjoyment and quality of life in the neighborhood, and the use meets the following standards

   1. Medical, dental and real estate offices are not permitted as home occupations.
2. The home occupation shall not exceed 1,000 square feet or 30% of the total floor area of the dwelling, whichever is less, or can be located in an accessory building not to exceed 500 square feet. The home occupation shall be conducted entirely within the dwelling or designated accessory buildings.

3. In addition to the family occupying the dwelling containing the home occupation, there shall not be more than one outside employee working at the site of the home occupation.

4. The home occupation shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and must not change the residential character thereof.

5. There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such home occupation, including advertising signs or displays or advertising that solicits or directs persons to the address that exceed one square foot in size. All exterior aspects of the home occupation operation shall not disrupt the residential character of the area.

6. There must be no exterior storage on the premises of material or equipment used as a part of the home occupation.

7. No equipment or process shall be used in such home occupation which creates any glare, fumes, odors or other objectionable conditions detectable to the normal senses off the lot, if the occupation is conducted in a single-family dwelling or in an accessory building to a single-family dwelling, or outside the dwelling unit if conducted in other than a single-family dwelling.

8. Proprietors of home occupations shall register annually with the Town Clerk, which registration shall include a review of compliance with the home occupation standards contained in this Code and an application for a business license or license renewal if required by the Town.

9. The following uses, because of their tendency to go beyond the limits permitted for home occupations and thereby impair the use and value of the residential area, shall not be permitted as home occupations: motor vehicle repair or motorized implement repair; dance, music or other types of instruction (if more than four students being instructed at one time); dental offices; medical offices; medical marijuana centers, medical marijuana optional premises cultivation operations, or medical marijuana-infused products manufacturers; the painting of vehicles, trailers or boats; private schools with organized classes; radio and television repair; barber and/or beauty shop; machine or welding shops; nursing homes; or adult establishments.

10. There shall be no use of utilities or community facilities beyond that reasonable to the use of the property for residential purposes.

11. The maximum number of vehicle trips per day for clients which may visit the home occupation per day is 10.

12. Delivery of materials to and from the premises shall not involve the use of vehicles over two ton capacity, except parcel post service trucks.
13. Primary sale of goods in connection with such home occupation shall be that which is prepared, produced or grown on the premises.

14. A home occupation conducted in an accessory structure shall be housed only in a garage or other accessory structure typically associated with a dwelling.

15. Only vehicles used primarily as passenger vehicles will be permitted in connection with the conduct of the home occupation.

E. Without limiting the generality of the definition of an accessory use, the following activities shall not be regarded as accessory to a residential principal use and are prohibited in residential districts:

1. Storage, outside of a substantially enclosed structure, of any motor vehicle that is not licensed or not operational.

2. Parking, living in, or storing a motor home or travel trailer exceeding 30 feet in length for more than 30 days within a calendar year.

3. Parking, outside a substantially enclosed structure, of more than four (4) motor vehicles between the front building line of the principal building and the street on any lot.

4.4.1.8 Accessory buildings and structures.

An accessory building or structure shall include, but not be limited to, storage sheds and detached garages in residential zoning districts.

A. Accessory buildings regardless of size require a building permit.

B. Accessory buildings and structures must meet setback and other design standard requirements in each zone district.

C. Greenhouses and gardens which are incidental to a residential use and conducted on a non-commercial basis only shall be permitted provided that no greenhouse heating plant shall be located within 60 feet from any front property line or within 30 feet of any other property line.

4.4.2 Adult Establishments.

4.4.2.1 No adult establishment shall be located within 1,000 feet (determined by a straight line and not street distance) of the closest boundary line of any residential zoning district, or of any point on the closest property line of any church, school, day care, public park, residence or playground as measured by a horizontal straight line distance from the closest point on the closest boundary line of the property occupied by the adult establishment.

4.4.2.2 No adult establishment shall be located within 1,000 feet (determined by a straight line and not street distance) of any other adult establishment as measured by a horizontal, straight line distance from the closest point on the closest boundary line of the property occupied by each.

4.4.2.3 No more than one adult establishment may be located within the same structure.

4.4.2.4 No printed material, slide, video, photograph, written text, live show, or other visual presentation shall be visible to the public or an adjacent property or use,
nor shall any live or recorded voices, music, or sounds be heard from outside the walls of the establishment.

4.4.2.5 Any retail establishment having a preponderance of materials or sexually oriented devices shall be classified an adult establishment and shall meet all of the requirements of this Code for such.

4.4.3 Animal Operations Including Livestock.

4.4.3.1 No pens, enclosures, buildings, or other structures intended or used for the containment of animals as part of a combined animal feeding operation and no waste collection or storage shall be permitted within 250 feet of the property line. This expressly excludes pastures, riding rings, small non-commercial enclosures for female chickens or similar areas intended or used for the containment of animals in such small numbers that they do not present any significant offsite impacts related to noise, odor, or stormwater runoff. All uses deemed exempt from this standard shall meet all other minimum setbacks for principal uses of the lot.

4.4.3.2 Two or more principal buildings used as part of the bona fide farm operation may be placed on a single lot of record when such buildings meet the siting requirements of this Code.

4.4.3.3 Large livestock is limited to a maximum of two per two and one-half acres.

4.4.3.4 A minimum of two and one-half acres is required to have large livestock within the Town.

4.4.3.5 There must be the equivalent of at least one acre of fenced pasture for each large livestock animal.

4.4.3.6 Any fenced land area containing large livestock must be at least 25 feet from any lot line that is also a boundary of a different zone district other than A or R-E.

4.4.4 Bars, Taverns and Nightclubs.

4.4.4.1 Music, loud speakers, and similar noise devices shall not be permitted outdoors. Noise emanating from the bar or tavern shall not exceed ambient noise levels in the surrounding area at a distance of more than 100 feet from any point of the property containing the use.

4.4.5 Bed and Breakfast Inn.

4.4.5.1 Meals and Alcohol.

A. The Inn shall serve breakfast only to registered guests of the establishment. The price of breakfast shall be included in the room rate.

B. Serving alcohol to overnight guests is allowed with a liquor license.

4.4.5.2 Residency required. A Bed and Breakfast Inn shall be the permanent residence of the owner of the establishment.

4.4.5.3 Guest Book. All Bed and Breakfast Inns shall maintain a guest book for overnight guests. It should include dates of stay and origin of visitors. The guest book may serve as evidence in the event that the Bed and Breakfast Inn privi-
4.4.5.4 **Compatibility.** Each application for a Bed and Breakfast Inn shall be accompanied by clear and convincing evidence that there will be no substantial interference with the health, safety and welfare of the general public, as well as, the character and integrity of the surrounding residential area.

4.4.5.5 Parking. No more than two off-street parking spaces shall be provided in a designated **parking area** located in a front yard.

4.4.5.6 Rooms. Overnight guest accommodations shall be in the principal structure only.

4.4.5.7 Signs. One non-illuminated **freestanding sign** shall be permitted at facilities in residential zoning districts. Signs must meet the guidelines set forth under Article 7 of this code. All other banners or flags used for advertisement or Bed and Breakfast identification purposes are prohibited. Signs identifying facilities in non-residential zoning districts shall be erected according to the requirements of the individual district, as provided under Table 7.10.10 of this Code.

4.4.7 **Car Wash**

4.4.7.1 All car washes shall provide a minimum of five stacking spaces associated with each bay unless the Director determines fewer are required.

4.4.7.2 No required or intended stacking spaces shall block the safe flow of motoring and pedestrian traffic within the parking lot.

4.4.8 **Care Center; Care Home.**

4.4.8.1 Outdoor play and recreation areas shall be located behind the front building line in the rear yard or side yard only.

4.4.8.2 All outdoor play and recreation areas shall be surrounded by a fence or wall at least four feet in height.

4.4.8.3 Outdoor activities are limited to the fenced area between 8:00 a.m. and 9:00 p.m.

4.4.8.4 Care of a person shall not exceed a 24 hours.

4.4.8.5 A care home must be clearly incidental to the residential use of the dwelling and must not change the essential residential character of the dwelling; all building and lot standards for residential dwellings shall be maintained.

4.4.8.6 A care home shall be staffed by persons residing in the dwelling in which the care is located except that up to one non-resident may report to work at the home.

4.4.8.7 A care home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall remain the principal use on the lot. The structure shall not be altered in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

4.4.8.8 The owner of the care home shall reside on premises.

4.4.8.9 Childcare centers, as defined in § 26-6-102(1.5), C.R.S., are classified as care
centers under this code.

4.4.9 Cemeteries.

4.4.9.1 Tombstones, crypts, monuments and mausoleums must be located at least 50 feet from any street right-of-way line or abutting property. Greater setbacks shall be observed if otherwise required by the zoning district in which it is located. Gravesites shall also be set back at least 20 feet from any side or rear lot lines in cemeteries (or cemetery expansions).

4.4.9.2 Sales of crypts shall be allowed as an accessory use on premises (for cemeteries as a principal use only). No building in conjunction with such sales shall be located closer than 20 feet from any side lot line abutting a residential district and 40 feet from any such rear lot line. Greater setbacks shall be observed if otherwise required by the zoning district in which it is located.

4.4.9.3 Notwithstanding any other provisions of this ordinance, a minimum of three acres shall be needed for any cemetery being developed as a principal use.

4.4.11 Dwelling, Multi-Family.

4.4.11.1 In the R3 District, no more than eight units shall be permitted per building. In the RC District, multi-family projects individually and as a whole must be subordinate in acreage and scale to commercial uses.

4.4.11.2 When adjacent to residential districts, multi-family buildings shall be designed to blend in with surrounding single-family residential buildings to the maximum extent practicable with regards to building design, setbacks, driveway and garage design and location, porches, and sidewalks.

4.4.11.3 Site designs shall create a sense of "neighborhood" and shall meet the following requirements:

A. Buildings shall be sited with front entrances and porches oriented toward streets, drives, and plazas, rather than clustered around parking lots.

B. An internal vehicular circulation system for private streets, when included, shall be reflective of a single-family residential street system.

C. Parking lots shall be located behind buildings, except where it is deemed appropriate to use a parking lot as a buffer from an arterial street, or where such parking area will directly abut a property line exterior to the development site when located in or adjacent to a residential district.

D. Walkways shall connect all buildings with parking areas, play areas, clubhouses, and existing public sidewalks adjacent to the development site.

E. Plazas, clubhouses, pools, and recreational facilities shall be centrally located, when provided.

4.4.11.4 Building designs that create variety and do not look monotonous if replicated throughout the development shall be required. Such designs shall include the following:

A. Side and rear building elevations, garages, carports, and all accessory structures shall have the same level of design, aesthetic quality, and architectural detailing.
B. Porches, varied rooflines, and varied façade depths shall be provided to create variety and individuality of each building.

C. Windows and projecting wall surfaces shall be used to break up larger wall surfaces, establish visual interest and provide visibility of the street and other public spaces encouraging social interaction.

D. Protective entry courts, common vestibules, covered breeze ways, or enclosed stair halls shall be used to reduce the number of visible doors, unless designed in a row house or single-family attached dwelling manner oriented toward the street.

E. Garages shall be designed to be integrated with the building design or sited so as to avoid long monotonous rows of garage doors and building walls. Garages shall be oriented so that they do not visually dominate the building façade or the streetscape.

4.4.12 **Group Home.**

4.4.12.2 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site used in any manner which diminishes its value as a residential dwelling or which changes its exterior residential character.

4.4.13 **Kennels:** Veterinary Facilities (Large and **Small Animal** Clinics).

4.4.13.1 A maximum of 20 outside runs shall be permitted.

4.4.13.2 Facilities shall at all times be maintained in a neat and sanitary condition.

4.4.13.3 Facilities with outside runs, pens or other enclosures shall have a 300 foot buffer between the enclosure and the property line if abutting a residential district.

4.4.14 **Mini-Warehouses and Self-Storage Facilities.**

4.4.14.1 Self-storage warehouse spaces shall be used for storage only. No space shall be leased or used for any other purpose except a leasing office or caretaker residence.

4.4.14.2 No outside storage shall be permitted.

4.4.14.3 All driveways and parking areas between and around buildings shall be paved with asphalt or concrete including parking areas for the storage of boats, **recreational vehicles** and similar vehicles.

4.4.15 **Motor Vehicle Repair, Rental and Sales Including** **Recreational Vehicles.**

4.4.15.1 Location.

A. A lot containing such use shall be located at least 200 feet from any lot containing a legal, conforming residential use or residentially zoned lot.

B. Motor vehicle sales, lease, and rental lots shall front on a major or minor arterial.

4.4.15.2 Display of Vehicles for Sale or Lease.

A. Vehicles for sale or lease may not be displayed in the established **front yard**
setback.

E. All display areas shall be paved.

4.4.15.3 Outdoor Storage.

A. A vehicle repair service, body or paint shop which has wrecked, partially dismantled, or inoperative vehicles located on-site shall store these vehicles in an enclosed building or in a separate motor vehicle storage yard which meets the requirements of this Code for such yards.

B. Storage areas are exempt from the interior landscaping requirements for parking lots. However, the perimeter landscaping requirements of parking lots shall apply to such storage areas.

C. Storage areas may only be located behind the principal building and its accessory buildings, and shall not be placed within 100 feet of any property line that abuts a thoroughfare or local public street.

4.4.15.4 Speakers. Businesses are prohibited from using amplified outdoor speaker/public address systems.

4.4.16 Places of Worship and Assembly Including Community Centers.

4.4.16.1 Convents, rectories, parsonages or similar uses may be placed on the site as accessory uses.

4.4.16.2 Accessory uses such as offices, bookstores, parking lots, family life centers, gymnasiums, performance centers, stadiums, multi-purpose facilities, outdoor recreational facilities, and care centers on the same site or sites contiguous to the principal use shall be permitted. Similar uses on non-contiguous sites or on a site separated from the principal use by a public street shall be considered principal uses in their own right and be regulated as such.

4.4.16.3 Accessory uses which are not permitted as principal uses in a district shall adhere to the following restrictions:

A. No merchandise or merchandise display shall be visible from outside the building; and

B. No business or identification sign pertaining to the accessory uses shall be visible from outside the building.

4.4.16.4 Except as noted above, accessory uses not permitted as principal uses (including television stations, radio stations, printing presses, or sports complexes) are prohibited.

4.4.16.5 A structure in which the seating capacity in the main activity area is 600 persons or more shall have direct access to the site provided by a major or minor thoroughfare.

4.4.17 Public Facilities.

4.4.17.1 Utility distribution lines, which deliver service to the end user from a substation fed by a transmission line providing service to an area larger than the individual parcel or project area, shall be installed underground, unless subsurface conditions make underground installation not possible or practical.
4.4.17.2 All distribution and transmission equipment and structures associated with a utility shall be designed and installed to be as inconspicuous as possible; shall not interfere with the installation or enjoyment of public facilities or facilities that serve the public such as sidewalks, hike paths, and driveways; and shall be installed away from public streets and residences to the maximum extent practicable.

4.4.17.3 Business offices, repair and storage shall only be permitted in the CC, RC and I districts.

4.4.17.4 Water and wastewater treatment facilities shall only be permitted in the I District.

4.4.17.5 Landfills shall be prohibited.

4.4.18 Recreation Facilities, Indoor and Outdoor:

4.4.18.1 Hours of operation. All outdoor recreational facilities including golf courses and driving ranges shall be open no earlier than 7:00 a.m. and no later than 10:00 p.m. for uses located in or abutting a residential district.

4.4.18.2 All outdoor swimming facilities shall be located at least 100 feet from any adjoining residential use.

4.4.18.3 Service areas will be separated by an opaque screen from the view from any street and from abutting properties.

4.4.18.4 No permanently established outdoor miniature golf courses, skateboard courses, or mechanical rides shall be located within 500 of the closest point of any abutting property located in a residential district.

4.4.19 Rehabilitation Centers, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care.

4.4.19.1 Driveway access to accessory structures shall be through the main entrance to the facility.

4.4.19.2 No single building shall be greater than 40,000 square feet if located within 500 feet, as measured in any direction from the closest point from an adjacent residentially zoned lot.

4.4.20 Restaurants with Drive-Thru Service.

4.4.20.1 All restaurants shall provide a minimum of five stacking spaces associated with each drive through window unless the Director determines more are required.

4.4.20.2 No required or intended stacking spaces shall block the safe flow of motoring and pedestrian traffic within the parking lot.

4.4.20.3 Drive-through facilities located closer than 300 feet to a residential use shall operate no earlier than 6:00 a.m. nor later than 12:00 a.m.

4.4.20.4 No part of the active use area of a drive-thru restaurant shall be located closer than 300 feet to a lot containing a legal, conforming residential use.

4.4.21 Retail Establishments.

4.4.21.1 No outside storage shall be permitted unless approved by the Town as part of
the approved site plan.

4.4.21.2 All proposed areas for outside display and storage shall be clearly marked on the site plan, including but not limited to, open displays of garden supplies, equipment, and other materials and any cargo containers, tractor trailers, storage buildings or similar structures used or intended to be used to contain materials for sale, maintenance, construction, etc. All outdoor storage of logs, lumber and building materials shall be kept at least 100 linear feet from any adjacent residential lot and shall be located in a side or rear yard only.

4.4.21.3 Any area intended for use by vendors, civic groups, and other parties either on a temporary or permanent basis for outdoor display, sales, fundraising, etc. shall be clearly marked on the approved site plan.

4.4.21.4 Should a structure and/or lot containing an approved retail establishment become vacant, the exterior of such structure and lot shall be maintained in the same manner as during occupancy including the condition of landscaping, paved surfaces, exterior lighting, façade, etc. The reuse of the structure or lot for any purpose shall be approved by the Town prior to such reuse.

4.4.22 Retail Fuel Stations.

4.4.22.1 Hours of operation shall be no earlier than 6:00 a.m. and no later than midnight when this use abuts a lot containing a legal, conforming residential use or a residentially zoned lot. This restriction shall not apply where the station is separated from such use or lot by a major arterial street.

4.4.22.2 Accessory motor vehicle repair service is restricted to commercial and industrial districts. Any wrecked, partially dismantled, or inoperative vehicles located on-site in an enclosed building or in a separate motor vehicle storage yard which meets the requirements of this ordinance for outdoor storage.

4.4.22.3 All fuel pumps and canopies shall be located in the side or rear yard only at least 20 feet from any adjacent property line. On corner lots, fuel pumps and canopies located in side yards shall be on the side of the principal structure located away from the street intersection.

4.4.23 Riding Stables; Boarding.

Facilities shall occupy a zoning lot containing not less than five acres.

4.4.24 Schools, Public and Private; Colleges, Vocational and Technical Training.

4.4.24.1 Schools shall meet the requirements for Places of Assembly as well as the following standards.

4.4.24.2 Schools shall be planned, sized and sited to serve as community assets and to integrate with and complement surrounding development. Whenever possible, large schools on greenfield sites away from Town should be avoided.

4.4.24.3 Truck driving schools with outdoor maneuvering areas shall not be permitted in any residential or mixed-use district or in the B District.

4.4.25 Senior Housing and Life Care Communities.

4.4.25.1 All structures shall be limited in occupancy to persons aged 55 years or older,
the physically handicapped, and their spouses except for rooms or units occu-
pied by resident staff personnel performing duties directly related to the opera-
tion of the facility.

4.4.25.2 Driveway access shall be through the main entrance to the community.

4.4.25.3 Paved walkways shall be provided between dwellings, the principal building,
and all common facilities such as dining halls and recreation centers.

4.4.25.4 Principal and accessory buildings shall be predominately designed and con-
structed with architectural features common to residential structures including,
but not limited to, the following features: roof pitch, façade material, and size,
type and placement of windows and doors.

4.4.25.5 No single building shall be greater than 40,000 square feet if located within 500
feet, as measured in any direction from the closest point, from an adjacent resi-
dentially zoned lot.

4.4.26 Temporary Building. The following requirements shall govern the location and operation
of temporary buildings permitted by the Town.

4.4.26.1 Temporary buildings require a permit from the Town.

4.4.26.2 The duration of the temporary building must be defined.

4.4.26.3 The temporary building must be completely removed and the site restored to its
original condition at the end of the duration.

4.4.26.4 Temporary buildings must meet Town setbacks unless waived by the Town Plan-
ner.

4.4.27 Temporary Uses. The following requirements shall govern the location and operation of
temporary uses permitted by the Town. Temporary uses must have an approved permit
from the Town.

4.4.27.1 The sales period for temporary Christmas tree sales lots shall start no sooner
than November 15.

4.4.27.2 No more than one trailer shall be used to store goods for sale. All sales struc-
tures shall meet the setback of the district in which they are located.

4.4.27.3 The use may only be located on a vacant lot, on a lot occupied by a nonresiden-
tial use, or on the site of a bona fide farm operation.

4.4.27.4 Off-street parking may be provided behind or to the side of the established use,
but not forward of the required front setback.

4.4.27.5 On-site parking may be provided on a low dust, pervious surface area and need
not comply with additional paving requirements.

4.4.27.6 Such uses shall not include flea markets or any sales of merchandise or prod-
ucts not related to the seasonal sale of agricultural produce.

4.4.27.7 Farm-type enterprises when considered as being part of bona fide farms such as
plant nurseries, commercial greenhouses, fruit or vegetable packing sheds,
retail sale of products grown on premises, hatcheries, tobacco storage for sales,
and similar commercial and processing activities shall be permitted in the A
district without zoning review unless new parking, driveways, or structures are required.

4.4.28 Wireless Telecommunication Facilities. The following requirements shall govern the location of telecommunication towers and associated accessories which, when installed, will exceed 21 feet in height above existing grade. The height limitations applicable to buildings and non-tower structures shall not apply to towers, antennas and associated accessories.

4.4.28.1 Site Plans. The site plans for a wireless telecommunication service facility shall be submitted on one or more plats or maps, at a scale not less than 1” = 50’, showing the following information:

A. The proposed size, location and boundaries of the wireless telecommunication service facility site, including existing and proposed topography at two foot intervals, referenced to USGS data, state plane coordinates and a legal description of the proposed site.

B. Elevations of all towers and equipment, indicating materials, overall exterior dimensions and colors.

C. True north arrow.

D. Locations and size of existing improvements, existing vegetation, if any; location and size of proposed improvements, including any landscaping.

E. Existing utility easements and other rights-of-way of record, if any.

F. Location of access roads.

G. The names of abutting subdivisions or the names of owners of abutting, unplatted property within four hundred feet of the site; zoning and uses of adjacent parcels.

H. Title Commitment or Proof of Ownership.

I. The location of the GPS in both latitude/longitude and UTM meters

J. Other information as may be essential and any information requested by the Town which is necessary for determining whether the provisions of this Code are met.

4.4.28.2 Vicinity Maps. The vicinity maps submitted with an application under this Article shall include one or more maps showing the location of existing and planned commercial mobile radio service facilities belonging to the applicant, within five miles of the proposed facility. Planned facilities may be identified in general terms and need not be address specific.

4.4.28.3 Written Narrative. The application shall include the following in narrative form:

A. The applicant’s and surface owner’s names, addresses, signatures and designation of agent, if applicable.

B. An explanation of the need for such a facility, operating plan and proposed coverage area.

C. If a freestanding facility is proposed, an analysis of alternatives to a freestanding facility within a one-mile radius of the facility.

D. A list of all permits or approvals obtained or anticipated to be obtained
from local, state or federal agencies other than the Federal Communications Commission (FCC).

E. Affirmation that the proposed facility, alone or in combination with other like facilities, will comply with current FCC standards for cumulative field measurements of radio frequency power densities and electromagnetic fields.

F. Affirmation that the facility will comply at all times with current FCC regulations prohibiting localized interference with reception of television and radio broadcasts.

G. Affirmation that the facility will not interfere with any public safety frequencies servicing the Town and its residents.

H. Affirmation that, if approved, the applicant and surface owner will make the facility available, on a reasonable basis, to other service providers.

I. An explanation of compatibility with the Town Comprehensive Plan.

4.4.28.4 Review Criteria. The recommendation of the Planning Commission and the decision of the Town Council shall be based on whether the applicant has demonstrated that the proposed wireless telecommunications services facility meets the following standards:

A. The site plan complies with the foregoing requirements.

B. The vicinity map complies with the foregoing requirements.

C. The narrative for the application complies with the foregoing requirements.

D. When applicable, compliance with the setback and height requirements.

E. When applicable, compliance with the accessory building requirements.

F. When applicable, compliance with conditional mitigation co-location requirements as set forth.

The review criteria shall be included in the ordinance granting approval of the conditional use.

4.4.28.5 Height and Setback Requirements. In all performance districts where wireless telecommunications service facilities are allowed as uses by conditional review, the following apply:

A. Roof- or building-mounted commercial mobile radio service facilities may protrude no more than five feet above the parapet line of the building or structure, nor more than two and one-half feet outside of the building wall unless sufficient screening methods are demonstrated and accepted as part of the approval.

B. Roof- or building-mounted whip antenna(s) of no more than three inches in diameter, in groupings of five or less, may extend up to twelve feet above the parapet wall.

C. Applicable zoning setback requirements of this Article must be met. At a minimum, all freestanding facilities shall be set back at least three hundred feet from all residentially zoned properties or residential structures on
properties otherwise zoned.

4.4.28.6 Accessory Building Requirements.

A. Accessory buildings located on the ground shall be no larger than four hundred square feet and must be constructed of durable, low maintenance materials, and with a similar roof pitch and exterior materials common on adjacent existing buildings and structures. Sites with greater than 100 cubic feet of cabinet area, visible from a public right-of-way or residentially zoned or used area, must enclose the equipment in accessory buildings.

B. Accessory buildings and facilities are to be screened, to the extent possible, from public streets and sidewalks, either by screening, landscaping, location or other techniques deemed sufficient.

4.4.28.7 Building- or Roof-Mounted Facilities Requirements. Building- or roof-mounted facilities are to be screened from public view, either by screening, location or other techniques deemed sufficient.

4.4.28.8 Freestanding Wireless Telecommunications Facilities Requirements. All freestanding wireless telecommunications facilities shall be designed and constructed in such a manner that they are:

A. Capable of serving, through original construction, expansion or replacement, a minimum of two users.

B. Constructed as a monopole, which tapers toward the top of the pole to the degree allowed by structural requirements, unless some other decorative type of structure is proposed and approved.

C. Of a neutral color, including fencing, buildings and cabinets, or to match existing buildings.

D. Hold only lighting required by the Federal Aviation Administration; and no signage.

E. No higher than fifty feet from the ground, with an additional twenty feet per co-locating user permitted, up to a maximum height of seventy feet. Exceptions may be granted by the Town Council upon request by the applicant where it is shown that a higher pole is necessary to promote service within Timnath and no alternative is available.

F. Constructed in accordance with a registered engineer’s specifications and in compliance with all applicable U.B.C. provisions.

4.4.28.9 Conditional Mitigation Measures Co-location.

A. The Town encourages co-location of wireless telecommunications facilities to minimize the number of sites.

B. No wireless telecommunications facility owner or operator shall unfairly exclude a competitor from using the same facility or location. Unfair exclusion of use by a competitor may result in the revocation of the use by conditional review or site development plan.

4.4.28.10 Abandonment. At the request of the Town, the operator must furnish a statement to the Town indicating the operational status of the facility. If the use has been discontinued, the date on which the facility was last used shall also be
provided. Commercial mobile radio service facilities not used for a continuous period of six months shall be disassembled within twelve months of the last use.

4.4.28.11 Penalty. Any person who constructs, installs or uses, or who causes to be constructed, installed or used, any wireless telecommunications facility in violation of any provision of this Article or of the conditions and requirement of the conditional use permit, may be punished as provided in any applicable franchise agreement as well as this Code. Each day of unlawful operation constitutes a separate violation.

4.4.28.12 Civil Action. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered or used or any land is or is proposed to be used in violation of any provision of this Code or the conditions and requirements of the commercial mobile radio service facility special use permit, the Town Attorney, in addition to the other remedies provided by law, ordinance or resolution, may institute an injunction, mandamus, abatement or other appropriate action or proceeding to the prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, alteration or use.
ARTICLE 5. DEVELOPMENT STANDARDS

5.1 General Provisions.

5.1.1 Applicability. All development applications shall comply with the applicable principles and standards contained in this Article.

1.1.1.1. Relationship to Construction Specifications. This Article is intended to present the design principles for the Town of Timnath. For specific construction standards applicable within Timnath, see the Town of Timnath Design Criteria Manual and Construction Specifications for Public Improvements (Construction Manual).

5.1.2 Vision and Intent. The intention of the Town in enacting this Article is to clearly describe the Town's vision for its physical development and to create a vital, cohesive, well-designed community in order to preserve and enhance its character and further the goals identified in the Comprehensive Plan. Application of this Article promotes the following qualities:

- **Walkable** and pedestrian oriented.
- Variety of housing types and architecture.
- Orderly, tree-lined streets in and around the historic core of Timnath and throughout the community where feasible and appropriate.
- Safe and secure.
- Houses face the streets with garages less prominent or in the back or side-loaded.
- One and two-story buildings.
- Unique natural setting with mountain views.
- No excessive traffic on local streets.
- Quiet, slower paced environment.
- Town-wide activities.
- Visual separation between Timnath and its neighboring communities.

5.1.3 Application of Development Standards. All applications shall follow the standards and principles of this article. The staff, Planning Commission and the Council will apply these principles to each project. The standards are established to protect the health, safety, welfare, and quality of life for the residents, property owners and businesses of Timnath. The standards are specific and required for all projects; however Administrative waivers **(See Section 2.9.15)** may be granted provided the intent of the standards is met.

5.2 Dimensional Standards.

All principal and accessory structures shall conform to the following dimensional standards. These standards may be modified by other sections of the Land Use Code.
### Table 5.1 Dimensional Standards – Lot Area, Width and Coverage

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Minimum Lot Area</th>
<th>Minimum Lot Width</th>
<th>Minimum Lot Frontage</th>
<th>Maximum Impervious Surface Lot Coverage</th>
<th>Maximum Density (per Gross Acre)</th>
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<td>A - Agriculture</td>
<td>10 acres</td>
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<tr>
<td>R3 – Mixed Residential</td>
<td>1,800 sf</td>
<td>Attached SF 20’ Multifamily 60’</td>
<td>18’</td>
<td>75%</td>
<td>8 DU/AC</td>
</tr>
<tr>
<td>R4 – Multi-Family Residential</td>
<td>Attached SF 1,800 sf</td>
<td>Attached SF 20’ Multifamily 60’</td>
<td>35’</td>
<td>75%</td>
<td>24 DU/AC</td>
</tr>
<tr>
<td>RMU – Residential Mixed-Use</td>
<td>12,000 sf</td>
<td>100’</td>
<td>80’</td>
<td>60%</td>
<td>FAR 1.5 16 DU/AC</td>
</tr>
<tr>
<td>CMU – Commercial Mixed-Use</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>80%</td>
<td>FAR 2 16 DU/AC</td>
</tr>
<tr>
<td>B – Business</td>
<td>NA</td>
<td>25’</td>
<td>NA</td>
<td>100%</td>
<td>FAR 2</td>
</tr>
<tr>
<td>CC – Community Commercial</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>80%</td>
<td>FAR 1</td>
</tr>
<tr>
<td>RC – Regional Commercial</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>70%</td>
<td>FAR .5</td>
</tr>
<tr>
<td>I – Industrial</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>80%</td>
<td>FAR .25</td>
</tr>
</tbody>
</table>

### Table 5.2 Dimensional Standards – Setbacks and Height

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Front Yard Setback</th>
<th>Garage Front Yard Setback</th>
<th>Maximum Front Yard Setback</th>
<th>Side Yard Setback</th>
<th>Rear Yard Setback Principal Building</th>
<th>Rear Yard Setback Accessory Structure</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Agriculture</td>
<td>35’</td>
<td>NA</td>
<td>NA</td>
<td>20’</td>
<td>20’</td>
<td>20’</td>
<td>Residence 35’ Agricultural building 50’</td>
</tr>
<tr>
<td>RE – Estate Residential</td>
<td>30’</td>
<td>NA</td>
<td>NA</td>
<td>20’</td>
<td>20’</td>
<td>5’</td>
<td>35’</td>
</tr>
<tr>
<td>R1 – Old Town Residential</td>
<td>15’</td>
<td>22’</td>
<td>NA</td>
<td>5’/0**</td>
<td>20’</td>
<td>5’</td>
<td>35’</td>
</tr>
</tbody>
</table>
### Zoning Districts

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Front Yard Setback</th>
<th>Garage Front Yard Setback</th>
<th>Maximum Front Yard Setback</th>
<th>Side Yard Setback</th>
<th>Rear Yard Setback Principal Building</th>
<th>Rear Yard Setback Accessory Structure</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>R2 – Single - Family Residential</td>
<td>15'</td>
<td>22'</td>
<td>NA</td>
<td>7'</td>
<td>20'</td>
<td>5'</td>
<td>35'</td>
</tr>
<tr>
<td>R3 – Mixed Residential</td>
<td>15'</td>
<td>22'</td>
<td>NA</td>
<td>5'/0**</td>
<td>15'</td>
<td>5'</td>
<td>35'</td>
</tr>
<tr>
<td>R4 – Multi-Family Residential</td>
<td>15'</td>
<td>22'</td>
<td>NA</td>
<td>5'/0**</td>
<td>15'</td>
<td>5'</td>
<td>35'</td>
</tr>
<tr>
<td>RMU – Residential Mixed-Use</td>
<td>15'</td>
<td>NA</td>
<td>NA</td>
<td>10'</td>
<td>25' adjacent to RE and R2</td>
<td>5'</td>
<td>25' adjacent to RE and R2</td>
</tr>
<tr>
<td>CMU – Commercial Mixed-Use</td>
<td>0'</td>
<td>NA</td>
<td>10'</td>
<td>35' adjacent to RE, R1, R2, and R3</td>
<td>5'</td>
<td>35' adjacent to RE, R1, R2, and R3</td>
<td>50'</td>
</tr>
<tr>
<td>B – Business</td>
<td>0'</td>
<td>NA</td>
<td>10'</td>
<td>10' adjacent to existing Single Family</td>
<td>0'</td>
<td>10' adjacent to existing Single Family</td>
<td>40'</td>
</tr>
<tr>
<td>CC – Community Commercial</td>
<td>20'</td>
<td>NA</td>
<td>NA</td>
<td>7'</td>
<td>25' adjacent to RE, R1, and R2</td>
<td>5'</td>
<td>25' adjacent to RE, R1, and R2</td>
</tr>
<tr>
<td>RC – Regional Commercial</td>
<td>20'</td>
<td>NA</td>
<td>NA</td>
<td>20'</td>
<td>35' adjacent to RE, R1, R2, and R3</td>
<td>20'</td>
<td>35' adjacent to RE, R1, R2, and R3</td>
</tr>
<tr>
<td>I – Industrial</td>
<td>25'</td>
<td>NA</td>
<td>NA</td>
<td>20'</td>
<td>35' adjacent to RE, R1, R2, R3, R4, and RMU</td>
<td>20'</td>
<td>35' adjacent to RE, R1, R2, R3, R4, and RMU</td>
</tr>
</tbody>
</table>

*If setbacks are provided, these areas shall only be used for landscaping and active pedestrian areas (e.g., plazas, outdoor dining)

** Attached residential units and zero lot line development are permitted.

### Section 5.2.1 Additional Dimensional Standards Requirements for Standard Districts

**5.2.1.1** Cornices, canopies, eaves or similar architectural features may extend from the building into a required setback not more than 2 feet. Open, unenclosed, un-covered decks or patios 30 inches or less above ground level may extend into a required setback not more 30% into a side yard setback, or 50% into the rear-yard setback.

**5.2.1.2** At grade appurtenances or mechanical equipment shall meet front, side and rear yard setbacks.
5.3 **Yard and Setback Modifications.**

5.3.1 **Contextual Setbacks.** For a non-residential Lot line abutting R zoned lot. The required minimum building setbacks along a lot line abutting an R zoned lot are stated in Table 5.2. Minimum required building setbacks must include a 10-foot deep landscaped area.

5.3.2 **Front Yards.**

5.3.2.1 The front yard setback requirements for dwellings shall not apply on any lot where the average setback of existing buildings located wholly or in part within 100 feet on each side of such lot within the same block and zoning district and fronting on the same side of the street is less than the minimum required setback. In such cases, the setback on such lot may be less than the required setback, but not less than the average of the setbacks of the aforementioned existing buildings.

5.3.2.2 On double frontage lots are not allowed on single family lots, in other non single family lots where a lot fronts on two nonintersecting streets, front yards shall be provided on both streets.

5.3.3 **Side Yards.**

5.3.3.1 On corner lots, one side of the lot with street frontage shall meet the applicable front yard setback. This will be the shortest side unless the Town Planner determines the front yard to be on the street front that is in line with the prevailing pattern of front yards on the street in order to be consistent with the established pattern of the street. The side yard is 15' adjacent to the street frontage.

5.4 **Yard Measurements; Buildable Area.**

The required front, side and rear yards for individual lots, as set forth for the particular zoning district within which a given lot is located, shall be measured inward toward the center of the lot from all points along the respective front, side and rear property lines. Once the required yard areas of a given lot have been established, the remaining area of the lot which is not included in any required front, side or rear yard shall be known as the buildable area within which the approved structure(s) shall be placed.

5.5 **Exception to Height Limitations for Certain Structures and Appurtenances.**

The building height limitations shall not apply to church spires, belfries, cupolas, or domes not used for human occupancy, nor to chimneys, water tanks or towers, silos, monuments, utility poles, flag poles, masts, roof mounted mechanical equipment, or communication towers and antennas.

5.6 **How to Measure.**

5.6.1 Distances. When determining distances for setbacks, uses and structure dimensions, all distances are measured along a horizontal plane from the appropriate property line, edge of building, structure, storage area, parking area, or other object. These distances are not
measured by following the topography of the land. Measurements are also taken along the shortest distance between two points.
5.6.2 Setback Measurement on **Cul-de-Sacs** and Curved Lots. The front setback for lots on cul-de-sacs and curved lots shall be measured parallel to the arc of the street right-of-way and inward toward the center of the lot, as illustrated in the following diagram.

**Front Setback** Measurement on Cul-de-Sacs Diagram

5.6.3 Measurement of Building Height. Building height shall be measured using the following procedures.

5.6.4.1 Building height is measured from the average of finished **grade** at the center of all walls of the building to the top of the **parapet** or highest roof beam (which ever is higher) on a flat or shed roof, to the top of the parapet or deck level (whichever is higher) of a mansard roof, or the average distance between the highest ridge and its **eave** of a **gable**, hip, or gambrel roof.

5.6.4 Measuring Height of Signs and other Structures. The height of other structures such as signs, flagpoles and fences is the vertical distance from the ground level immediately under the structure to the top of a structure, excluding exempted portions. When chimneys and other objects are allowed to exceed the base height of the zone by a set amount, that set amount is measured to the top of these objects.

5.7 Standards of Design

5.7.1 Purpose. Supplementary development standards are required to insure that new development, renovation, and reconstruction are designed, sized, and sited to achieve functionally efficient, economically productive, and pedestrian friendly, aesthetically pleasing development which contributes to the stability, vitality and long term livability of the Town. The standards are also required to promote sound environmental stewardship, public safety, efficient delivery of public services, and transportation choice.
5.7.2 Applicability.

5.7.2.1 The following development standards shall be applied by zoning district according to the development standards tables with the following exceptions:

A. Routine maintenance related to plumbing, mechanical, or electrical systems of buildings and sites.

B. Construction or alteration necessary for the compliance with a lawful order of the Police Department, Public Works Department, Building Code Official, or Fire District related to the immediate public health or safety.

C. Any interior alterations, repairs, or renovation which does not change the principal use of the structure.

5.7.3 Relation to Planned Districts. These standards shall be the base standard for Planned Districts, unless an alternative standard is set forth in the approval of that district.

5.7.4 Organizational Principles and Design Standards Table. The development standards are organized in Table 5.3. The symbol "*" means that the standard is required and compliance shall be determined by the Town Planner. If there is no symbol, the standard is not required.

Table 5.3 Design Standards

<table>
<thead>
<tr>
<th>AGRICULTURAL</th>
<th>RESIDENTIAL</th>
<th>MIXED-USE</th>
<th>BUSINESS / COMMERCIAL</th>
<th>INDUSTRIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>R1</td>
<td>R2</td>
<td>R3</td>
</tr>
</tbody>
</table>

+= Required

5.3.1 Parking and Traffic Circulation

5.3.1.1 Curb Cuts

A. Curb cuts shall be located no closer than 75 feet from the intersection of two streets as measured from the end of the radius (radius return) nearest the proposed cut. Where the width of the site is less than 75 feet, the curb cut shall be placed as far as possible from the street intersection.

B. Curb cuts, except where shared, shall be located a minimum of 10 feet from a parcel or lot line.

C. Curb cuts shall be located directly opposite one another or separated by a minimum of 150 fifty feet.

D. Curb cuts shall be limited to one for every 300' of street frontage. Parcels with less than 300' of frontage shall be limited to one curb cut per street frontage.
### 5.3.1.2 Parking Lot and Driveway Entrances

A. Entries and exits to the site shall be so located such that parking spaces and traffic aisles do not conflict with entering and exiting traffic.

B. Residential drives shall be no more than 20 feet at the curb cut unless an Administrative Waiver is granted up to 24 feet.

C. One-way driveway entrances curb cuts shall be a minimum of 12 feet and a maximum 14 feet wide.

D. Two-way driveway entrances shall be a maximum of 24 feet wide.

E. Three-way driveway entrances shall be a maximum of 36 feet wide.

### 5.3.1.3 Interior Design of Parking Lots

A. Surface. All parking and driveway areas and primary access to parking facilities shall be surfaced with asphalt, concrete or similar materials. Parks and Open Space Exempted

B. Location. Parking lots in non-residential zone districts shall be located to the rear or side of buildings or in the interior of a block.

C. Location. Parking areas may not be closer than 5 feet to the property line unless shared.

D. Vehicular and pedestrian cross access walkways shall be provided to all adjacent commercial properties.

E. No off-street parking or loading areas may be designed to allow vehicles to back directly onto an adjacent public street. Off-street parking areas shall be designed so that parked vehicles do not encroach upon, or extend onto, public rights-of-way or sidewalks or strike against or damage any wall, vegetation, utility or other structure.
<table>
<thead>
<tr>
<th>Column</th>
<th>AGRICULTURAL</th>
<th>RESIDENTIAL</th>
<th>MIXED-USE</th>
<th>BUSINESS / COMMERCIAL</th>
<th>INDUSTRIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>R1</td>
<td>R2</td>
<td>R3</td>
</tr>
<tr>
<td><strong>= Required</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Parking spaces shall be delineated by white pavement striping unless otherwise required by ADA. Reflective striping is encouraged.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Uses shall provide emergency vehicle access in accordance with the International Fire Code Reference fire code section.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>H. Fire lanes must meet the PFA requirement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Rear access to buildings shall comply with the adopted fire code.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. All parking areas and loading areas shall be provided with a permanent concrete curb designed to permit low impact stormwater treatment as approved by the Town Engineer. All landscaped areas that may be encroached upon by a motor vehicle shall be protected by a concrete wheel stop appropriately anchored to the pavement, and set a minimum of two feet back from the edge of pavement to restrict the destruction of landscape materials by vehicles.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**K.** A landscaped island not less than eight feet wide and 20 feet in length, measured from back of curb, shall be installed for each 10 spaces of parking and shall cap ends of parking rows. Islands shall be landscaped in accordance with the landscape standards of this ordinance. 1 tree per every 144 sq ft of landscape area, no run of parking more than 10 spaces uninterrupted by an island, interior landscape area.

![Parking Lot Landscaping Diagram]

One tree per 10 parking spaces

**K.** Loading docks, overhead doors, and truck parking shall be positioned or completely screened in such a way as to not be visible from the public street.

### 5.3.2 Pedestrian Circulation

#### 5.3.2.1 CIRCULATION

**A.** Sidewalks shall be provided along all public streets on the entire frontage of a development site and align with existing sidewalks on adjacent properties including both frontages on corner lots. Minimum sidewalk width is five feet. Additional width may be required as determined on Site Development Review.

**B.** Sidewalks shall be ADA compliant. Handicapped access ramps shall be constructed at all street corners.

**C.** Where sidewalks are not yet present on adjacent sites, sidewalks shall be constructed at least five feet behind the ultimate curb location to allow for landscaping and street trees.
### AGRICULTURAL

<table>
<thead>
<tr>
<th></th>
<th>RESIDENTIAL</th>
<th>MIXED-USE</th>
<th>BUSINESS / COMMERCIAL</th>
<th>INDUSTRIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RE</td>
<td>R1</td>
<td>R2</td>
<td>R3</td>
</tr>
</tbody>
</table>

- **Required**

**D. Sidewalks shall not be required to cross driveways as long as the driveway provides an ADA compliant connection between the sidewalk ends.**

**E. Sidewalks shall be composed of broom finished, colored, or exposed aggregate concrete or brick. Asphalt sidewalks are prohibited.**

**F. Crosswalks shall be provided to connect external pedestrian circulation systems to a site and safely convey pedestrians to the site destination.**

**G. Crosswalks shall be striped in conformance with LCUASS Standards.**

**H. Internal pedestrian circulation shall be provided to create interconnected walkways safely conveying pedestrians from adjacent streets and parking areas to the site destination.**

**I. Internal sidewalks' material may include brick, pavers, tile, stone, broom finished, washed aggregate concrete, or stamped concrete. Where the internal sidewalk crosses a like material, it must be differentiated.** The use of asphalt, cinderblock, and gravel is prohibited.

**J. Crosswalks shall be designated by white pavement striping or other noticeable colors and patterns, or materials of a different color and texture from the surrounding surface.**

#### 5.3.3 Site Lighting And Building Illumination

**5.3.1.2 Parking Lot And Exterior Lighting**

**A. Streets, driveways, parking lots, walks and service areas shall be adequately illuminated as evenly as possible, not exceeding an average of .3 foot-candles diminishing to zero at a site's boundary. Lighting intensity shall be demonstrated by means of a site lighting plan illustrating compliance.**

**B. Site lighting shall not extend beyond site boundaries. Luminaries shall be shielded, shaded, or directed to prevent light from being cast on adjacent property.**

**C. No exterior lighting fixture shall be placed or directed so as to interfere with the operation of vehicles.**

**D. No exterior light shall have any blinking, flashing, or fluttering light, or other illuminating device which has a changing light intensity or brightness of color. Seasonal decorative lights of less than 5 watts are exempt.**

**E. Lighting fixtures shall be compatible in style with the architecture of their associated buildings and shall otherwise comply with any officially adopted streetscape plan.**
5.3.3.2 Luminaries

A. Pole mounted luminaries shall be full cut-off with shields, reflectors, or refractor panels to direct and cut-off emitted light at 90 degrees or less.

B. Building mounted luminaries shall be full cut-off using shields, reflectors, or refractor panels to direct and cut-off the emitted light at a 45 degrees or less except for low intensity decorative lighting not exceeding 45 watts per bulb (incandescent equivalent).

5.3.3.3 Mounting

A. Poles in multiple-family and commercial developments, whether mounted upon a building or independently upon a light standard, shall not exceed 20 feet in height.

B. Lighting fixtures within industrial developments shall not exceed 25 feet in height, except in those instances where the subject property adjoins any residentially zoned property, in which case, poles may not extend above the roof line of the industrial principal building.

5.3.4 Building Form And Materials.

5.3.4.1 Form

A. When adjoining a residential zone, structures shall be of compatible scale to adjacent single-family residential structures.

Compatibility shall be determined by comparing the consistency of existing and proposed design elements: scale, height, bulk, and landscaping. Unless separated by a buffer.

B. Building facades shall be primarily oriented parallel to the streets they face. Main entrances shall be visible as a means of creating continuous streetscapes.

C. Multiple buildings on a site should be clustered to create plaza, green space, or pedestrian mall areas. Where this cannot be achieved buildings shall be connected by means of pedestrian walkway accepted by landscape areas.

D. False or stage-set facades are prohibited. Materials and colors used on the street face shall continue to the sides and rear of the building where visible from a street right-of-way or adjacent residence.
<table>
<thead>
<tr>
<th>A</th>
<th>RESIDENTIAL</th>
<th>MIXED-USE</th>
<th>BUSINESS / COMMERCIAL</th>
<th>INDUSTRIAL</th>
</tr>
</thead>
</table>

**A. Building materials shall suit the architectural style of a building and be consistent or complementary throughout. Exterior surface materials shall be selected from among the following: brick, cementitious stucco, stone, vertical board and batten, wood or cementitious siding and approved architectural concrete masonry unit (metal siding is allowed in industrial district only). Dryvit, smooth face concrete block, or EIFS may only be used in banding, decorator strips, cornice lines and wall capping.**

**B. Roof design shall be appropriate to the architectural style of a building. Where exposed to public view, roof material shall be selected from enameled standing seam metal, concrete or clay tiles, copper metal, or wood textured (architectural grade) or composition asphalt shingles. The use of plastic, fiberglass, other metal, or glass visible to public view is prohibited.**

**5.3.4.3 Design Detail.**

**A. Walls that can be seen from public street shall be treated as a primary building facade.**

**B. At least 50% of the horizontal distance of any building front shall be designed with arcades, windows, entrances, awnings, or similar features.**

**C. Retail facades shall be glazed with clear glass no less than 30% of the first story. Other uses may provide the authentic appearance of such transparency.**
### 5.3.5 Accessory Uses And Equipment

#### 5.3.5.1 Fences, Walls And Hedges

A. Compatibility. Walls and fences shall be architecturally compatible with the style, materials, and colors of the principal buildings on the same lot. If used along collector or arterial streets, such features shall be made visually interesting by integrating architectural elements such as brick or stone columns, varying the alignment or setback of the fence, softening the appearance of fence lines with plantings, or through similar techniques. A fence or wall may not consist of a solid, unbroken expanse for more than 50 feet for every 75 feet of length, or portion thereof.

B. Fences and walls shall be constructed such that the “finished” part of the fence or wall is located toward and facing the exterior of the property.

C. Permitted Materials: Stone or brick walls with a stone or cast stone cap, treated wood fences, decorative metal, cast iron, stucco walls, and stone piers are permitted. Hedges may be used in the same manner and for the same purposes as a fence or wall, subject to fencing height requirements. Other materials may be incorporated in fences and walls as may be approved by the Town, but chain link fencing is prohibited.

D. Fences and hedges used in front yard areas between the front building line and the front property line shall be at least 50 percent open. Allowable fences are split rail, wrought iron, picket, or other standard residential fences of a similar nature approved by the Town building official or designer except that chain link fencing is prohibited except where for existing fencing and its repair.

E. Solid fences shall be constructed to meet the wind design criteria of the adopted Building Code using a basic wind speed of 80 miles per hour.

F. Barbed wire, woven wire or electrical fencing may be used in agricultural applications only. Contemporary security fencing such as concertina or razor wire are prohibited.

G. Fences and walls within a development shall be of compatible design and materials.
### 5.3.4.4 Outside Storage And Waste

<table>
<thead>
<tr>
<th>Item</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong> Berms, landscaping, walls and buildings, or a combination thereof, shall be used to screen outside storage areas. The use of wooden fences or chain-link fences with slats as a screening device for garbage collection areas is prohibited. Exempted for natural areas and open spaces.</td>
<td>*</td>
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<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td><strong>B.</strong> Trash containers, recycling containers, and waste oil and grease containers must be visually screened on all sides. Combinations of berming landscaping, walls, fences and buildings shall be used to screen containers and enclosures.</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td><strong>C.</strong> Wash down areas shall be tied into the sanitary sewer in accordance with Town specifications.</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td><strong>D.</strong> Outside storage areas, when allowed, and waste containers shall be located to the side or rear of principal structures and be constructed with water wash down facilities.</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td><strong>E.</strong> Outside storage areas, when allowed, and waste containers shall be sited to avoid conflict with vehicular and pedestrian movement.</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
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<td>*</td>
</tr>
<tr>
<td><strong>F.</strong> All activities related to non-residential material management, including deliveries and removal, and non-residential waste removal shall be conducted fully onsite and shall not involve the use of public streets for vehicle parking or maneuvering.</td>
<td>*</td>
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</tr>
</tbody>
</table>
### 5.3.3 Landscaping

#### 5.3.3.1 Interior Site Landscaping

A. There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands.

B. Parking lot islands shall contain a minimum of one large, deciduous shade tree per island. Parking islands directly abutting buildings shall substitute shrub plantings.

C. Landscaped areas shall be covered with grass or other types of live or organic ground cover. Planting and irrigation shall be established prior to issuance of Certificate of Occupancy.

#### 5.3.3.2 Perimeter Site Landscaping

A. A green space, or pedestrian area, at least six feet in width shall be provided parallel to the street.

B. A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 35 feet linear frontage.

### 5.7.5 Sidewalks, Multi-use Pathways, and Trails

#### 5.7.5.1 Intent

The intent of the standards for sidewalks, multi-use pathways and trails is to assure a safe, convenient, and attractive pedestrian/bicycle system that minimizes conflicts between vehicles, bicycles, equestrians and pedestrians in conformance with the Parks, Recreation, and Open Space Plan.

#### 5.7.5.2 General provisions

A. Interconnected network in all developments. A sidewalk network that interconnects all dwelling units with other dwelling units, non-residential uses, and common open space shall be provided throughout each development. Sidewalks shall be separate and distinct from motor vehicle circulation routes to the greatest extent possible. The pedestrian circulation system shall include gathering/sitting areas and provide benches, landscaping and other street furniture where appropriate.

B. Sidewalks required. In all zone districts, except for the RE and A districts, sidewalks are required along both sides of a street. Or in the case of a commercial/mixed-use/multiple family complex adjacent to parking and drive aisles and connecting to building entrances and gathering spaces. Within the RE district, sidewalks are required along one side of the street unless the development is served by rural streets. Trails may be substituted for sidewalks as appropriate, at the discretion of the Town Planner.
C. Sidewalk location. Sidewalks shall be located within the right-of-way or public access easements, unless otherwise authorized by the Town Planner.

D. Sidewalk materials. Sidewalks shall be constructed of concrete, brick, slate, colored/textured concrete pavers, concrete containing accents of brick, or some combination thereof that is compatible with the style, materials, colors, and details of the surrounding buildings. Asphalt shall not be used for sidewalks.

E. Sidewalk installation. Sidewalks and related improvements shall be installed or constructed by the subdivider in accordance with plans and specifications approved by the Town Engineer and shall be subject to inspection and approval by the Town Engineer.

F. Accessibility. Sidewalks and plazas shall be accessible to disabled individuals as required by this Code and the Americans with Disabilities Act.

G. Walkways. Walkways through a subdivision block shall be not less than 8 feet in width, shall be within a dedicated Access Easement not less than 20 feet in width, and shall be flanked with appropriate landscaping. Walkways along buildings and within parking lots shall be raised and curbed, where suitable. A direct pedestrian connection to building entries, public space and parking areas shall be provided from public sidewalks. Walkways shall be constructed of the same materials as sidewalks; except that walkways internal to asphalt surfaced parking lots may be of asphalt construction. Walkways crossing driveways in parking lots shall be clearly delineated by change in pavement color or texture or paint striping. Walkways should be located to breakup long blocks and connect through cul de sacs.

H. Lighting. All sidewalks and other pedestrian walkways shall have appropriate lighting, using poles and fixtures consistent with the overall design theme for the development.

I. Multi-use pathways (Bikeways). Multi-use pathways shall be provided to link internal open space areas with peripheral open space areas and shall connect to multi-use pathway routes throughout the community. Multi-use pathway routes shall be designated between residential areas and commercial and employment centers and schools. Multi-use pathways on local streets may be delineated by painted “bicycle only” lanes. Sidewalks that may be used as a multi-use pathway are required on arterial and collector streets. All other multi-use pathways shall be a minimum of 8 feet wide and shall be of concrete construction or where approved by the Town, compressed gravel (crusher fines). Asphalt paving of multi-use pathways is only allowed through specific approval of the Town Engineer.

J. Trails. Trails shall be provided within open space areas and be designed to connect to other open space areas and in locations as required by the Parks, Recreation, Open Space and Trails Plan. Trails shall be a minimum of 10 feet in width. A trail may be flanked on one side, or both, by a soft surface path a minimum of 2 feet in width.

5.7.6 Parks and Open Space

5.7.6.1 Intent. To ensure that a comprehensive, integrated network of parks and open space is developed, preserved and maintained as the community grows in con-
formance with the Parks, Recreation, and Open Space Plan.

5.7.6.2 Types of parks and open space.

A. Plazas. A plaza is typically located in a commercial or industrial area to serve as a gathering place. A plaza is usually bordered by civic or private buildings. Plazas may range from very active places with adjacent complimentary uses such as restaurants and cafes, to quiet areas with only seating, formal landscape plantings and amenities such as fountains or public art. Developers are responsible for developing and providing the appropriate amenities for each plaza and for their maintenance.

B. Pocket parks. Every residential development of more than 50 dwelling units shall provide and develop one or more pocket parks in accordance with the requirements of this Chapter. A pocket park shall be at least one-half acre and include playground equipment and irrigated landscaping and be maintained by a homeowners association or district.

C. Neighborhood parks. Every residential development of over 200 dwelling units shall provide land for a neighborhood park and develop such park that will serve the neighborhood in accordance with the requirements set forth in this Code. Land dedicated for park purposes may be credited toward the open space land dedication required at the time of subdivision. A neighborhood park shall be at least five acres and include active play areas and irrigated landscaping.

D. Community park. Community parks serve the residents of several neighborhoods. Community parks are to be located on or near arterial streets at the edge of residential areas or in non-residential areas to minimize the impact of organized recreational activities such as lighted ball fields. The developer shall dedicate land for, or make a cash in lieu contribution for land and improvements in accordance with the requirements of this Code. A community park shall be at least 20 acres and include an active play area, ballfields, and irrigated landscaping.

E. The Town Council may approve a combination of neighborhood, community or pocket parks to best serve the community.

F. Trails. A trail system shall link neighborhoods, parks, schools, open spaces, employment centers, community facilities and neighboring communities. Developers must provide trails in all areas designated on the Town Parks, Recreation, Open Space and Trails Plan Map as well as connections to any portion of the Town’s trail system and other destinations within neighborhoods. See Section 5.7.5.

G. Storm drainage facilities. Storm drainage facilities, including stormwater detention and stormwater retention ponds, may function as open space for active recreation, trail corridors or habitat enhancement areas if they are designed appropriately. Credit toward the open space dedication requirements will be considered on a case by case basis by the Town Council at the time of platting.

5.7.6.3 General provisions.

A. Open space should serve as the neighborhood focus. Open space, such as
the Town drainage ways and developed parks and plazas, shall be used to organize and focus lot, block and circulation patterns and to enhance surrounding development. Street, block, lot and building patterns shall respond to the views, landscape and recreational opportunities provided by the open space.

B. Public access. Areas designated as public open space shall be both visibly and physically accessible to the entire community. Adequate public access shall be provided to all public open space, natural and developed, directly from the public street and trail system. Pocket parks and plazas shall be integrated into the neighborhood design and be accessible to pedestrians and bicyclists.

C. Environmental buffering. Appropriate buffering and setbacks shall be used between environmental resources and proposed development to ensure that the proposed development does not degrade the existing habitat. Developers shall provide an open space buffer zone around all natural areas unless otherwise authorized by the Town Council. The size of the buffer zone shall be in accordance with studies prepared by the Colorado Division of Wildlife or a qualified wetland/wildlife ecologist contracted for by the Town and paid for by the developer. At a minimum the state standards.

D. Open space uses. Uses designated within the open space shall be appropriate to the context and character of the site and the intensity of the proposed development as determined by the Town Planner.

E. Ownership and maintenance of open space. Ownership and maintenance of public open space shall be determined by the Town Council on a case by case basis during the review process.

1. Pocket parks, landscaped outlots and private recreational facilities shall be owned and maintained by a homeowners association, district or the landowner.

2. Environmentally sensitive, archaeological and historic resources may be dedicated to and maintained by the Town, if approved by the Council.

3. Stormwater detention and retention areas that function as open space shall be owned and maintained by a homeowners’ association, district, or landowner, unless otherwise approved by the Town Council.

4. Areas identified as environmentally sensitive open space shall be maintained according to the designated function of the area. Applicants shall work with the Natural Resources Conservation Service to develop a management plan which addresses: irrigation, revegetation, erosion control, and weed management. If the area is to remain in private ownership, a mechanism to ensure maintenance will be funded in perpetuity and must be in place at the time of final plat.

F. Open space protection. Areas designated as open space shall be protected by conveyance to the Town as provided on the plat and by this Code, deed restriction or other appropriate methods to ensure that they remain open in perpetuity and cannot be subdivided or developed in the future without approval of the Town Council.
5.7.6.4 Open space requirements.

A. Functional open space may include:
   1. Areas within the community designated for the common use of the residents of an individual development and/or the community at large;
   2. Areas designated for preservation and protection of environmental resources including floodplains, natural drainage ways, and wetland areas;
   3. Areas designated for agricultural preservation;
   4. Areas of archaeological and historic significance; and
   5. Areas of critical or important habitat as defined by the Colorado Division of Wildlife.

B. Required open space shall not include the following:
   1. Required setback areas around oil and gas production facilities;
   2.Disconnected remnants of land created by division of sites into lots or parcels that do not qualify as functional open space or preserve environmental resources, unless approved by the Council;
   3. Private yards;
   4. Tree lawns; or
   5. Required parking lot landscaping associated with all uses, except parking specifically designated for access to open space areas and within commercial/industrial projects.

C. Amount of open space required. The amount of functional open space required in each development will be based on the density of the development, the recreational requirements of the anticipated users and the anticipated opportunities for public recreation within walking distance of the site (0.5 mile).

1. All residential developments. For such residential developments, the developer shall provide, construct, and install, per the subdivision improvement agreement, at the time of subdivision:
   a. A minimum of 20% of the gross land being subdivided for use as functional open space including: pocket or neighborhood parks, plazas, trails, recreational amenities, homeowners association owned landscaped areas (excluding parking lots), natural areas and amenities for residents or other civic purposes;
   b. Pocket parks of at least 0.5 acres for every 100 Dwelling Unit or portion thereof which shall be constructed in the subdivision and maintained by the Home Owners Association or special district;
   c. 6 acres or more for neighborhood parks for every 300 dwelling units or portion thereof which shall be constructed in the subdivision within one-quarter mile radius of the proposed homes; or a fair-share, cash-in-lieu contribution for the cost of the neighborhood park that will serve the development;
d. For community parks, the fair-share, cash-in-lieu contribution for the cost of any community park for every dwelling unit which shall be constructed in the subdivision per the Town's approved fees; and

e. An internal trail system connecting throughout the development and trails as designated in the Town Parks, Recreation, Open Space and Trails Plan.

2. Commercial and industrial development plats. There are 3 levels of dedication required depending upon the size of the development. In association with a site development plan submittal, the developer shall provide:

a. For regional commercial, office and industrial developments generally corresponding to the uses listed in the CC: Community Commercial and RC: Regional Commercial zoning districts: A minimum of 25% of the gross land being subdivided as functional open space which may include: plazas, trails, landscaped areas, natural areas and other public/civic areas; and

b. For neighborhood commercial, office and industrial developments generally corresponding to the uses listed in the NC: Neighborhood Commercial, or the I: Industrial districts: A minimum of 15% of the gross land being subdivided as functional open space which may include: plazas, trails, landscaped areas, natural areas and other public/civic areas; and

c. For downtown commercial developments generally corresponding to the uses listed in the RMU, CMU, and B districts: A minimum of 5% of the gross land being subdivided as functional open space which may include: plazas, trails, landscaped areas, natural areas and other public/civic areas.

d. Open space in commercial, office and industrial developments should be used as a buffer from adjoining uses wherever possible.

e. An internal trail system and any trails as designated on the Town Parks, Recreation, Open Space and Trails Plan.

5.7.7 Landscaping, Plant Standards and Buffers.

5.7.7.1 Landscape design

A. General provisions. All land development applications shall be accompanied by an appropriate landscape plan. Building permit applications for individual single-family residences will not require landscape plans. However, all landscaping within the community shall comply with the intent of these regulations.

1. **Tree lawns.** Landscape improvements in urban settings shall create an orderly, irrigated, and managed landscape. All urban neighborhoods shall have tree-lined streets. Trees in tree lawns shall include a mix of species, and shall be placed within the right-of-way tree lawn. Where right-of-way and expanded tree lawns allow, trees may be grouped into clustered plantings. Spacing of trees shall allow for their mature
spread. Trees installed along streets that will be widened in the future shall be planted so that they will not be disturbed during future construction. Landscape improvements in environmentally sensitive areas and lower density rural developments shall be informal. Trees along rural streets shall be planted to create irregular clusters of trees to reinforce the design and character of each project and frame views.

2. Site landscape design. Landscape improvements shall be an integral part of the overall site design for each property. Landscape improvements shall be designed to enhance the character of neighborhoods and shall follow these guidelines:

   a. Configured to maximize connections within the site to natural areas and to landscaped areas in adjacent developments. Small, isolated islands of landscaping shall be avoided except as required in parking lots and for screening along roadways.

   b. Consistent with the character of the proposed development and the surrounding area to reinforce neighborhood identity.

   c. Enhance natural features, drainage ways and environmental resources.

   d. Designed for mature landscapes that will provide appropriate visibility for cars and pedestrians.

   e. Preserve and frame views both into and out of the neighborhood.

   f. Incorporate the elements of gateway, path and destination into the design of landscapes. Gateways are entries that provide transitions from one space to another. Pathways are routes that lead to a destination. Destinations are focal points that can include anything from a garden bench at the end of a path to a civic building at the end of a street.

   g. No more than 24 inches high when located within a sight distance triangle.

   h. No trees may be placed within 30 feet of a regulatory traffic sign.

3. Environmental considerations.

   a. Landscapes shall use the following xeriscape design principles to facilitate water conservation:

      1) Appropriate turf selection to minimize the use of bluegrass, use of mulch to maintain soil moisture and reduce evaporation, zon- ing of plant materials according to their microclimatic needs and water requirements, and improvement of the soil with organic matter if needed; and

      2) Well-planned planting schemes that include an efficient irrigation system, proper maintenance and an appropriate watering schedule.

   b. All landscapes shall strive to maximize the use of native species. Where native material is not appropriate for the intended use or appearance, plant species that are regionally adapted and noninvasive may be used.
c. Landscapes shall consist of a variety of species to enhance biodiversity. No one species may make up more than 35% of the total non-grass plant materials on the site.

d. Lots, buildings and parking areas shall be located to preserve and promote the health of existing trees, environmental resources and natural drainage ways. This requirement is not intended to prevent the removal of unhealthy trees in conjunction with site development.

e. A combination of plantings, berms, walls and fences shall be used as appropriate to buffer sensitive habitat from developed areas.

f. Weed control shall be practiced on all areas disturbed by construction and those areas shall be reseeded to prevent erosion. Native, noninvasive grasses shall be used for re-vegetation where practical. Weed control is the responsibility of the landowner on all reseeded areas and all preservation areas. Weed control shall be a continual responsibility of the owner during all phases of land clearing and construction. Every effort shall be made to prevent the spread of noxious weeds.

g. All automatic irrigation systems must be installed with moisture sensors

4. New buildings and paved areas.

a. Anchor structures in the landscape through the use of trees, shrubs and ground cover. The size and intensity of plantings shall be appropriate to the size and context of the improvements.

b. Integrate adjacent land uses of different intensities through a combination of berming, plantings and fencing. Use opaque screening only when necessary to mitigate the impact of noise, light, unattractive aesthetics and traffic. A fence shall not be the only screening material used.

c. Use landscaping to provide a transition from developed, managed landscape to more natural vegetation.

d. Landscaping in the front yard setbacks of residential properties must be installed within one year of issuance of certificate of occupancy.

e. Provide a tree canopy by installing shade trees within and adjacent to paved areas.

f. Landscaped areas in commercial parking lots are limited to drip irrigation for trees and shrubs and no impact or spray heads shall be permitted. For grass areas, only drought tolerant grasses shall be permitted.

5.7.7.2 The standards listed in Table 5.4 shall apply to all planting required as a part of this Code.

Table 5.4 Plant Standards, Installation and Maintenance
<table>
<thead>
<tr>
<th>Plants</th>
<th>General</th>
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<td>Plants shall be healthy, well-branched vigorous stock with a growth habit normal to the species and variety and free of diseases, insects and injuries. A variety of plant species should be installed to help prevent the spread of disease.</td>
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| Trees    | At Initial Planting: “Large” deciduous trees shall be three to three and one-half inches in caliper; “Medium” and “small” deciduous trees shall be two to two and one-half inches in caliper at planting. “Small, or ornamental trees shall be 1 1/2 inch caliper. All evergreen trees shall be a minimum of six feet in height at planting. Caliper shall be measured six inches above ground level at the time of planting. |

| Shrub    | At Initial Planting: shrubs shall be in five-gallon pots. |

| Ground Cover | Ground covers used in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within 12 months after planting. |

| Grass     | Grass areas shall be planted and grown as permanent. Grass may be sodded, plugged, sprigged, or seeded. Native grasses are encouraged. |

| Irrigation | All required landscaping shall be irrigated as required for plant establishment and maintenance. Irrigation shall be appropriate to the type and scope of the improvements.  
  a. Use of non-treated water for irrigation is encouraged if a permanent, suitable supply is available.  
  b. Required landscaping in all developments (except for single-family residential properties) shall be irrigated with a permanent irrigation system which contains moisture sensors.  
  c. All irrigation systems shall be designed to minimize overspray and runoff onto paved or other non-landscaped areas.  
  d. Temporary irrigation shall be used to establish native grasses and vegetation for two growing seasons after planting. |

| Maintenance | The trees, shrubs, and other landscaping materials located within required planting areas shall be considered binding elements of the project in the same manner as parking, building, materials, and other details. The applicant, his successors, assigns, and/or subsequent owners and their agents shall be responsible for the continued maintenance of all landscaping materials. All landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as originally approved. Plant material which exhibits evidence of insects, disease, and/or damage shall be appropriately treated. Dead plants shall be removed and replaced within 60 days following notification by the Town. |

| Credit for Existing Plant Material | If the owner can demonstrate that healthy plant material exists on a site prior to its development for the purposes of buffer strips and green spaces, the application of the above landscape standards may be adjusted by the Town Planner to allow credit for such plant material if such an adjustment is in keeping with and will preserve the intent of this Code. |

| Quality    | All plants shall conform to standards for measurements, grading, branching, quality, ball and burlapping as stated in the current edition of the American Standard for Nursery Stock, American Association of Nurseries, Inc., (AANASNS) and the Colorado Nursery Act of 1965 (CNA). |

| Adjacent ROW | Property Owners are required to install, irrigate and maintain the Right Of Way adjacent to their property. |
5.7.7.3 Table of buffer yard requirements.

A. Intent. To integrate adjacent land uses and provide seamless transitions from one use to another through the use of building orientation and screening, access, landscaping, appropriate architectural elements, and open areas.

B. General provisions.

1. Special consideration shall be given to adjacent land uses of different intensities. It shall be the responsibility of the developer of the new use to insure that the transition from one use to another is attractive, functional and minimizes conflict between the current and planned uses.

2. It is the responsibility of the developer of the higher intensity use to demonstrate that the uses will be compatible. This can be accomplished through the effective use of shared access and parking, appropriate building orientation and setbacks, landscaping, architectural treatment, buffer areas, and limited use of fencing and screening walls. Special consideration shall be given to the impact of aesthetics, noise, lighting and traffic.

3. Buffering of up to 100 feet of non-buildable area may be required between any development and adjacent natural or environmentally sensitive areas or different uses. The actual amount of any buffer area will be determined on a case by case basis and approved by Town Council.

4. Under no circumstances shall a fence be the only screening material used as a buffer between land uses.

5. Buffer screening standards:

a. Screen walls shall vary in height from 32 to 72 inches and shall be offset or staggered by at least 24 inches at intervals of no more than 50 feet.

b. The screening device shall vary in height from 12 to 18 inches when display of automobiles, trucks, recreational vehicles, manufactured homes, boats, motorcycles, and utility trailers for sale is adjacent to public streets.

c. Screen walls shall be composed of brick, stone, stucco, or other quality durable material that complements the theme of the project.

d. Berms shall be contoured and covered with a combination of vegetative and inert ground cover.

e. Screen wall and/or berm height shall be measured from the finished grade of the parking lot.

f. When using a screen wall there shall be a landscaped setback of at least 5 feet between the screen wall and the edge of the buffer.

C. Location and screening of surface parking and driveways
1. In order to reduce potential visual glare of headlights and reduce the visual clutter of parking fields with screening that is integral to the site and landscaping theme.

2. Parking areas and drive aisles shall be screened from any street with planting, masonry wall, berm or combination of walls/berms and densely planted.

3. Parking lots adjacent to a residential use shall be continuously screened by a 6-foot high wall/fence.

D. Location and screening of required loading and service areas.

1. Loading docks, solid waste facilities, recycling facilities and other service areas shall be placed to the rear or side of buildings in visually unobtrusive locations.

2. Screening, buffering and landscaping shall be incorporated to prevent direct views of the loading areas and their driveways from adjacent properties or from the public right-of-way. Screening and landscaping shall also prevent spill-over glare, noise, or exhaust fumes. Screening and buffering shall be achieved through walls, architectural features, and landscaping; and shall be opaque. Recesses in the building or depressed access ramps may be used.

E. Dumpsters.

1. Every development using one or more dumpsters for solid waste collection shall provide sites for such dumpsters that are:
   a. Located to facilitate collection and minimize any negative impact on persons occupying the development site, neighboring properties, or public rights-of-way; and
   b. Constructed to allow for collection without damage to the development or the collection vehicle.
   c. Provide an area for recycling as well as for the disposal of solid waste.

2. All dumpsters shall be screened to minimize visibility from:
   a. Persons located within any dwelling unit on residential property other than that where the dumpster is located
   b. Occupants, customers, or other invitees located within any building on nonresidential property other than that where the dumpster is located; and
   c. Persons traveling on any public street, sidewalk or other public way.

F. Buffers

1. Buffer type 10 shall consist of a landscaped area a minimum of 10 feet in width, landscaped with one large deciduous, three medium evergreen trees (planted on a 25 foot triangular staggered spacing) and one small ornamental tree for every 75 lineal feet of buffer yard.
2. Buffer type 20 shall consist of a landscaped area a minimum of 25 feet in width, landscaped as a barrier. One large deciduous tree (ultimate height 50+ feet) and two small ornamental deciduous trees spaced 30 feet on center for every 60 lineal feet of buffer yard.

3. Buffer type 30 shall consist of a landscaped area a minimum of 30 feet in width, landscaped as a barrier, one large deciduous tree for every 60 lineal feet of buffer yard and one medium evergreen tree planted on a triangular staggered spacing for every 15 lineal feet of buffer yard.

4. Buffer type 40 shall consist of a landscaped area a minimum of 35 feet in width, landscaped as a barrier, as required by this Article and one large deciduous and one small ornamental deciduous tree for every 60 lineal feet of buffer yard and one medium evergreen tree (planted on a triangular staggered spacing) for every 15 lineal feet of buffer yard.

5. Buffer type 50 shall consist of a landscaped area a minimum of 50 feet in width, landscaped as a barrier with one large deciduous tree and one small ornamental deciduous tree for every 60 lineal feet of buffer yard and one medium evergreen tree planted on a triangular staggered spacing for every 10 lineal feet of buffer yard.

6. Buffer type 60 shall consist of a landscaped area a minimum of 60 feet in width, landscaped as a barrier and 1 large deciduous tree and one small ornamental deciduous tree for every 50 lineal feet of buffer yard and one medium evergreen tree planted on a triangular staggered spacing for every 10 lineal feet of buffer yard.

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5.7.8 Landscape Design Standards

5.7.8.1 Landscaping within the Right of Way and required common open space.

A. Tree lawns – an average of at least 1 deciduous or ornamental tree for every 40 linear feet of block frontage or portion thereof. Trees shall be planted within the tree lawn with adequate spacing to allow for the mature spread of the trees. Within zones R-M, A, and A street trees shall be planted in irregular clusters within front yard setbacks. At Town discretion, groupings of trees may be allowed in other districts as appropriate.
B. Collector and local streets – live groundcover including a combination of grass, trees, flowers, grass or shrubs. In commercial areas this area may be paved if it functions as pedestrian access to storefronts and is integrated into the overall design of the other improvements on the site.

C. Arterial streets – live groundcover as appropriate to the use and function of the area, including a combination of grass, trees, flowers, paving and 1 shrub for every 150 square feet of landscape area clustered into planting beds. Developer shall also install an automatic irrigation system for all landscaping within rights-of-way.

D. Landscaping for required common open space – including pocket parks, neighborhood parks and trails. Landscaping shall be appropriate to the use and function of the area and include trees, shrubs, groundcover, irrigation (where necessary) and paving. Bluegrass may be used in

E. A mechanism for long-term maintenance of common open space and arterial and collector street right-of-way landscaping must be created.

5.7.8.2 Business/commercial and industrial development landscaping standards

A. Landscape improvements shall be designed to enhance the overall appearance of the development and to integrate the project with adjacent land uses and into the surrounding neighborhood. See Section 5.7.6.A.C.2 for the amount of landscaped areas required per type of development.

B. Guarantee of installation. Required landscape improvements shall be installed prior to issuance of a Certificate of Occupancy (C.O.) for all structures. If weather conditions prevent installation, the developer shall post a financial guarantee for the improvements. This guarantee shall be released upon completion of the installation of the landscaping.

C. The developer or assigns shall provide:

1. Site trees – plant a minimum of 1 tree per 1,000 square feet of landscaped area along roadways, alleys and within parking areas. In open space areas, the tree canopy shall provide shade for 25% of the gross open space area at maturity.

2. Shrubs – plant a minimum of 1 shrub per 150 square feet of landscaped area. Group shrubs and distribute throughout the site. Trees may be substituted for up to ½ of the required shrubs at the rate of 1 tree for 6 shrubs.

3. Groundcover – establish irrigated grass turf maintained to appropriate standards for active recreation in areas that will function for active recreation. Where appropriate, use native grass for areas that will not function as active recreation areas. Native grass must be weed free and maintained at a maximum height of 8 inches except for ornamental grasses as appropriate. There shall be a minimum of 75% live material between the building and the street unless approved by the Town. For active recreation areas a turf type tall fescue or a brome/fescue mix will be used.

4. Landscape setback to parking lots – 30 feet from arterials or 25 feet from other streets. This setback may be reduced to 15 feet if used in
combination with a three to four foot masonry or stone decorative wall. Signage may be included in this setback.

5. Screen loading areas – screen loading areas (including vehicle being loaded), service and storage areas visible from the public right-of-way or adjacent property with an opaque screen that is an integral part of the building architecture or by landscaping. Chain link fencing with slats, tires, or used building materials are unacceptable screening materials.

5.7.8.3 Downtown landscaping standards

Downtown landscaping is intended to provide an attractive environment for people to walk, relax and shop.

A. The developer or assigns shall provide streetscape improvements – a combination of window boxes, planters, trees, benches, artwork and other public amenities as appropriate to enhance building entries and the overall downtown streetscape.

5.7.8.4 Parking lot landscaping standards

Parking lot landscaping is intended break up large expanses of pavement, create shade, buffer views of parking lots from adjacent streets and development and enhance the overall appearance of each project. All parking lots with 10 spaces or more shall be subject to these requirements. The developer or assigns shall provide:

A. Site trees – a minimum of 1 tree per 10 parking spaces. Group trees together in islands which are a minimum of 8 feet wide. Use the landscaping to break up large expanses of pavement and to create a tree canopy for summer shade.

B. Shrubs – a minimum of 1 shrub per 144 square feet of landscaped area. Group plantings in landscape islands.

C. Groundcover – limit areas of irrigated turf. Grass is discouraged in areas less than 10 feet wide. Install a grass buffer (native grass where possible) around the perimeter to filter runoff and improve water quality.

D. Landscape setback to parking lots – 30 feet from arterials or 25 feet from other streets. The purpose of the setback is to provide a buffer between the street and parking areas and to screen the parking from the street. This setback may be reduced to 15 feet if used in combination with a three to four foot articulated masonry or stone decorative wall with trees and shrubs on both the street and parking lot sides of the wall to soften its appearance. Signage may be included in this setback.

E. Provide a mechanism for long-term maintenance of landscaping – all landscaping within and adjacent to parking lots shall be owned and maintained by the landowner or occupant.

5.8 Parking Requirements.

Off-street automobile parking or storage space shall be provided on every lot unless otherwise stated herein. All parking shall meet all of the requirements of this Section as well as design stan-
5.8.1 General Requirements.

5.8.1.1 Permanent off-street parking for all structures and uses of land, except parking for single-family residences, shall conform to the minimum requirements for parking as listed in the use table. These standards, to be used as a guide to the Town Planner, are based on parking standards for general land use categories. The developer is ultimately responsible for ensuring that sufficient parking is provided.

5.8.1.2 Off-street parking is permitted in required yard and setback areas as provided in this section, but shall not be permitted in any required buffer area.

5.8.2 Calculation of Off-Street Parking Requirements.

5.8.2.1 The number of parking spaces required shall be calculated so that fractional portions of parking spaces are considered a full space (i.e. 56.12 parking spaces shall be calculated as 57 total spaces).

5.8.2.2 Calculation for required off-street parking for any bar, lounge, nightclub, or restaurant shall include all outdoor seating areas.

5.8.2.3 Provision of additional parking spaces up to 125% of what is required may be permitted by the Town Planner if a compelling purpose is served.

5.8.2.4 ADA compliant spaces required per ADA requirements.

5.8.3 Change or Expansion of an Existing Use.

5.8.3.1 Change in the use of an existing structure or site shall require compliance with the minimum parking requirements applicable to the new use. However, if the new use also requires additional buffer or parking lot landscaping, the Town Planner may permit a maximum 20% reduction in the required number of spaces to accommodate additional landscaping and buffering.

5.8.3.2 Any expansion of an existing building or use including addition of dwelling units, personnel, seats, chairs, slips, and similar changes shall require review by the Town Planner to determine additional off-street parking necessary to accommodate the expansion area or change.

5.8.4 Parking for Uses Not Listed. Parking for uses not expressly provided for shall be determined by the Town Planner, who shall apply the unit of measurement set forth in the table for a use that the Town Planner deems to be most similar to the proposed use.

5.8.5 Multiple Uses. Combined parking areas serving two or more principal uses shall contain spaces equal in number to the total of spaces required for all principal uses served. This requirement is also in effect if the principal uses are the same or have the same parking requirements. The exception is if the uses complement each other, or operate at different peak times, thus reducing the total needed parking.

5.8.6 Location of Parking. Required off-street parking must be provided unless:

5.8.6.1 If it is on the same lot or parcel or within 300 feet of the principal use for which
it is required,

5.8.6.2 If it is in a parking facility the title to which and/or easement for the use of which runs with and is appurtenant to such use, or

5.8.6.3 It is offsite in an area approved by the Town as shared parking.

5.8.7 Parking in the B - Business District. For non-residential projects, no off-street parking shall be required, except that adequate on-street and off-street parking and unloading spaces must be demonstrated by the applicant. Town parking lots may be used to satisfy the off-street parking requirements if approved by the Town Planner.

5.8.8 Applicant Submitted Parking Data. The Town Planner may accept up to 10% greater or fewer parking spaces than required in the Parking Space Table (or a specific number of spaces for a use not listed) based upon a phased development plan or applicant-submitted parking data such as a shared parking analysis using the Urban Land Institute’s “Shared Parking” publication or appropriate standards from The Institute of Transportation Engineers (ITE) or other credible sources, provided the following requirements are met.

5.8.8.1 Parking Waiver. The Town Planner may authorize up to a 25% reduction in the total number of parking spaces required when parking requirements cause the potential demolition of a historic structure or damage of significant tree stands. The Town Planner may issue such waiver at the request of the applicant after determining that the reduction will not unreasonably increase parking congestion. The applicant shall not disturb the structure or trees for which the waiver is granted.

5.8.8.2 Paving When Maximum Exceeded. Parking that exceeds maximums by five spaces or more must be paved with pervious pavers or pavement.

5.8.8.3 Shared Parking. Any off-site parking to be used shall require the recording of a perpetual easement prior to occupancy with the Larimer County Clerk and Recorder, the form and substance of which must be approved by the Town Planner.

5.8.9 Number of Spaces Required. The following table lists the procedures for calculating parking requirements. Some uses and use groups are too variable to preset a parking standard calculation. Such are noted “by administrative review.” In these cases, the Town Planner shall determine the number of parking spaces required after consultation with the applicant, reviewing preliminary site designs, consulting publications such as ITE’s “Parking Generation” publication, and observing parking demand in Timnath for similar uses. GFA as used in the table means “gross floor area” as defined by ASHRAE and included in the definitions section of this ordinance.
5.6 Table of Parking Requirements.

<table>
<thead>
<tr>
<th>Use</th>
<th>Minimum Spaces Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Uses</td>
<td></td>
</tr>
<tr>
<td>Accessory buildings and accessory uses</td>
<td>By Administrative Review</td>
</tr>
<tr>
<td>Accessory dwelling</td>
<td>1 per DU</td>
</tr>
<tr>
<td>Group home</td>
<td>1 per 8 beds</td>
</tr>
<tr>
<td>Multiple-family dwellings</td>
<td></td>
</tr>
<tr>
<td>1 Bedroom Units</td>
<td>1.5 per DU</td>
</tr>
<tr>
<td>2 Bedroom Units</td>
<td>1.7 per DU</td>
</tr>
<tr>
<td>3 Bedroom Units and above</td>
<td>2 per DU</td>
</tr>
<tr>
<td>Senior housing</td>
<td>.6 per DU</td>
</tr>
<tr>
<td>Single-family detached dwellings</td>
<td>2 per DU</td>
</tr>
<tr>
<td>Two-family dwellings</td>
<td>2 per DU</td>
</tr>
<tr>
<td>Manufactured Homes</td>
<td>2 per DU</td>
</tr>
<tr>
<td>Mixed-use dwelling units - Residential per the above, non residential per the uses indicated below</td>
<td></td>
</tr>
<tr>
<td>Institutional/Civic/Public Uses</td>
<td></td>
</tr>
<tr>
<td>Cemeteries</td>
<td>1/400 sf of Office</td>
</tr>
<tr>
<td>Places of worship and assembly</td>
<td>1 per 4 seats</td>
</tr>
<tr>
<td>Community facilities</td>
<td>1 per 150sf</td>
</tr>
<tr>
<td>Golf courses</td>
<td>4 per hole</td>
</tr>
<tr>
<td>Parks and open space</td>
<td>Per Development Plan</td>
</tr>
<tr>
<td>Public and private schools for elementary, intermediate and high school education</td>
<td>2 per classrooms</td>
</tr>
<tr>
<td>Elementary and intermediate schools</td>
<td>1 per 4 seats</td>
</tr>
<tr>
<td>High Schools</td>
<td></td>
</tr>
<tr>
<td>Public and private colleges, vocational training and technical training</td>
<td>.23 spaces per total enrollment + Faculty</td>
</tr>
<tr>
<td>Public facilities</td>
<td></td>
</tr>
<tr>
<td>Rehabilitation Centers, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care</td>
<td>1.5 per 1000 and 1 per 8 beds</td>
</tr>
<tr>
<td>Transit facilities without repair or storage</td>
<td>Subject to Staff Approval</td>
</tr>
<tr>
<td>Business/Commercial/Retail Uses</td>
<td></td>
</tr>
<tr>
<td>Adult establishments</td>
<td>1/200 sf</td>
</tr>
<tr>
<td>Fairgrounds and stadiums, public or private</td>
<td>1/4 seats</td>
</tr>
<tr>
<td>Artisan and photography studios and galleries</td>
<td>1/250 sf</td>
</tr>
<tr>
<td>Auto, recreational vehicle, boat and truck sales</td>
<td>1/600 sf for bld + 1/2000 sf of outdoor storage and display</td>
</tr>
<tr>
<td>Auto, recreational vehicle, boat and truck storage</td>
<td>1/600 sf for bld + 1/2000 sf of outdoor storage and display</td>
</tr>
<tr>
<td>Bars, taverns and nightclubs</td>
<td>1/100 sf</td>
</tr>
<tr>
<td>Bed and breakfast inns</td>
<td>1 per 2 guest rooms</td>
</tr>
<tr>
<td>Boarding and rooming houses</td>
<td>1 per room</td>
</tr>
<tr>
<td>Car wash</td>
<td>Per development plan</td>
</tr>
<tr>
<td>Use</td>
<td>Minimum Spaces Required</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td>Care homes</td>
<td>1 per 8 beds</td>
</tr>
<tr>
<td>Care centers</td>
<td>1 per 8 beds</td>
</tr>
<tr>
<td><strong>Clubs and lodges</strong></td>
<td>1 per 100 sf of office and 1/400 sf of remaining building</td>
</tr>
<tr>
<td><strong>Convenience shopping and retail establishments</strong></td>
<td>1/300 sf</td>
</tr>
<tr>
<td><strong>Entertainment facilities and theaters</strong></td>
<td>1 per 4 seats</td>
</tr>
<tr>
<td>Equipment rental establishments without <strong>outdoor storage</strong></td>
<td>1/400 sf of Office plus adequate space for vehicle storage and display</td>
</tr>
<tr>
<td>Equipment, truck and trailer rental establishments with <strong>outdoor storage</strong></td>
<td>1/400 sf of Office plus adequate space for vehicle storage and display</td>
</tr>
<tr>
<td>Food catering</td>
<td>1/1000 sf</td>
</tr>
<tr>
<td>Funeral homes</td>
<td>1/400 sf</td>
</tr>
<tr>
<td>Retail fuel stations</td>
<td>1/250 sf of retail space</td>
</tr>
<tr>
<td>Health and membership clubs</td>
<td>7/1000 sf</td>
</tr>
<tr>
<td><strong>Home occupations</strong></td>
<td>per Home Occupation Req</td>
</tr>
<tr>
<td><strong>Hospitals</strong></td>
<td>2 spaces per bed</td>
</tr>
<tr>
<td><strong>Riding stables; boarding</strong></td>
<td>1 per 5 stalls</td>
</tr>
<tr>
<td><strong>Indoor recreation facility</strong></td>
<td>7/1000 sf</td>
</tr>
<tr>
<td><strong>Outdoor recreation facility</strong></td>
<td>7/1000 sf</td>
</tr>
<tr>
<td>Lodging establishments</td>
<td>1 per guest room + applicable other uses</td>
</tr>
<tr>
<td>Medical and dental offices and clinics</td>
<td>1/200 sf</td>
</tr>
<tr>
<td>Motor vehicle service and repair</td>
<td>1/400 sf of Office plus adequate space for vehicle storage and display</td>
</tr>
<tr>
<td><strong>Open-air farmers' markets</strong></td>
<td>Subject to Staff Approval</td>
</tr>
<tr>
<td><strong>Personal and business service shops</strong></td>
<td>1/400 sf</td>
</tr>
<tr>
<td>Plant nurseries &amp; greenhouses</td>
<td>1/600 sf for bld + 1/2000 sf of outdoor storage and display</td>
</tr>
<tr>
<td>Print shops</td>
<td>1/400 sf</td>
</tr>
<tr>
<td>Professional offices, financial services</td>
<td>1/400 sf</td>
</tr>
<tr>
<td>Restaurants/standard &amp; fast food without drive-thru</td>
<td>1/100 sf + 1/200 sf for outdoor seating</td>
</tr>
<tr>
<td>Restaurants with drive-thru</td>
<td>1/100 sf + 1/200 sf for outdoor seating</td>
</tr>
<tr>
<td><strong>Retail and supply yard</strong> establishments with <strong>outdoor storage</strong></td>
<td>1/400 sf of Office plus adequate space for vehicle storage and display</td>
</tr>
<tr>
<td>Safe house for battered or abused adults or children of up to eight (8) families</td>
<td>Subject to Staff Approval</td>
</tr>
<tr>
<td>Use</td>
<td>Minimum Spaces Required</td>
</tr>
<tr>
<td>--------------------------------------------------------------------</td>
<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td>Sales and leasing of farm implements, heavy equipment sales, and heavy excavation equipment</td>
<td>1/400 sf of Office plus adequate space for vehicle storage and display</td>
</tr>
<tr>
<td>Small <em>animal boarding</em> (kennels)</td>
<td>1/400 sf</td>
</tr>
<tr>
<td>Grocery stores and supermarkets</td>
<td>1/300 sf</td>
</tr>
<tr>
<td>Tourist facilities</td>
<td>1/400 sf</td>
</tr>
<tr>
<td>Veterinary facilities, small animal clinics</td>
<td>1/200 sf</td>
</tr>
<tr>
<td>Veterinary facilities, <em>large animal</em> clinics</td>
<td>1/750 sf</td>
</tr>
<tr>
<td>Industrial Uses</td>
<td></td>
</tr>
<tr>
<td>Dry cleaning plants</td>
<td>1/750 sf</td>
</tr>
<tr>
<td>Enclosed mini/self-storage facilities</td>
<td>.6/1000 sf</td>
</tr>
<tr>
<td>Gas, oil and other hydrocarbon well drilling and production</td>
<td>1/400 sf of Office</td>
</tr>
<tr>
<td>(as permitted by state and local regulations)</td>
<td></td>
</tr>
<tr>
<td><em>Manufacturing</em> and preparation of food products</td>
<td>1/750 sf</td>
</tr>
<tr>
<td><em>Manufacturing</em>, assembly or packaging of products from previously prepared materials</td>
<td>1/750 sf</td>
</tr>
<tr>
<td><em>Manufacturing</em> of electric or electronic instruments and devices</td>
<td>1/750 sf</td>
</tr>
<tr>
<td>Plumbing, electrical and carpenter shops</td>
<td>1/400 sf</td>
</tr>
<tr>
<td>Recycling facilities</td>
<td>1/1000 sf</td>
</tr>
<tr>
<td>Research, experimental or testing laboratories</td>
<td>1/400 sf</td>
</tr>
<tr>
<td>Resource extraction, processes and sales establishment</td>
<td>1/400 sf of Office</td>
</tr>
<tr>
<td>Sales and leasing of farm implements, heavy equipment sales, <em>manufactured homes</em>, and heavy excavation equipment</td>
<td>1/400 sf of Office plus adequate space for vehicle storage and display</td>
</tr>
<tr>
<td>Warehouse, distribution and wholesale uses</td>
<td>1/1000 sf</td>
</tr>
<tr>
<td>Wireless telecommunications facilities</td>
<td>1/400 sf</td>
</tr>
<tr>
<td><em>Workshops and custom small industry</em> uses</td>
<td>1/750 sf</td>
</tr>
<tr>
<td>Agricultural Uses</td>
<td></td>
</tr>
<tr>
<td><em>Common equestrian stabling</em> and grazing with restrictions</td>
<td>1 per 5 stalls</td>
</tr>
<tr>
<td>Cultivation, storage and sale of crops, vegetables, plants, flowers and nursery stock produced on the premises</td>
<td>1/600 sf for bld + 1/2000 sf of outdoor storage and display</td>
</tr>
<tr>
<td>Farming, including but not limited to, gardening, horticulture, fruit growing, growing of vegetables, trees, shrubs, plans, turf and sod</td>
<td>Subject to Staff Approval</td>
</tr>
<tr>
<td><em>Livestock</em> <em>(with limitations)</em></td>
<td></td>
</tr>
<tr>
<td>Plant nurseries and greenhouses</td>
<td>Subject to Staff Approval</td>
</tr>
<tr>
<td>Structures for <em>storage of agricultural products</em> produced on the premises</td>
<td>1/600 sf</td>
</tr>
</tbody>
</table>

5.8.10  Overflow Parking for Special Events and Peak Parking.

5.8.10.1  Permitted. The Town Planner may permit sites that occasionally experience
excessive parking demand, such as sites for festivals and fairs, to set aside unpaved overflow parking areas onsite. Such areas shall be clearly marked on the site development plan and shall be suitable for use as overflow parking in terms of slope, stability, and compaction.

5.8.10.2 Pavement. All overflow parking sites shall be maintained in healthy, living plant material. Any surface that cannot be maintained with healthy, living turf grass or similar live ground cover approved by the Town Planner shall be paved with approved permeable paving or surfaces.

5.8.11 Parking or Storage in a Front or Side Yard. The following standards apply to all single family residential properties in all residential and mixed use districts.

5.8.11.1 No vehicle shall be parked or stored in a front or side yard of a residential property, except for:

A. A driveway made of a usable and durable surface not to exceed the maximum curb cut width set forth by and subject to the Land Development Code and where the length of the driveway is sufficient to park permitted vehicles without encroaching on or blocking the sidewalk.

B. An area adjacent to and accessed by a driveway that is composed of an all weather surface and is set back a minimum of five feet from all rights-of-way. When measured with the driveway this area may not be wider than 50% of the minimum lot width established by the zoning district.

C. A front yard, side yard, or rear yard for the purpose of unloading a vehicle, washing a vehicle or some other similar, temporary purpose. The vehicle, however, must be removed from the front yard, side yard, or rear yard once the purpose for temporarily parking the vehicle is accomplished.

5.8.11.2 The addition of impervious surfaces including driveways, parking spaces and adjacent areas may not cause total impervious surface ratio to exceed the maximums allowed by this Code in the lot coverage table.

5.8.12 Parking, Storage, or Use of Campers, Boats, Trailers, or Recreational Vehicles in Residential Zones and other Major Recreational Equipment. Only one such vehicle or piece of equipment may be stored or parked on a residential lot provided that the vehicle is no longer than 17 feet. Longer vehicles are prohibited. No such vehicle or equipment shall be stored in a required front or side yard. No such equipment shall be used for living, sleeping, or housekeeping purposes on any lot except in an approved location.

5.8.13 Parking, Storage, or/and Use of Non-Recreational or Commercial Vehicles and Equipment in Residential Zones.

5.8.13.1 All vehicles must maintain current license plates and inspection stickers. Unlicensed vehicles or vehicles with expired inspection stickers shall not be stored or parked on any lot zoned for residential use, unless in completely enclosed buildings.

5.8.13.2 In residential and mixed-use districts with residential uses:

A. Only one vehicle with a capacity of two tons or greater is allowed on a residential lot and only if parked in the rear yard area or parked within an enclosed building.
B. Vehicles with a capacity greater than two tons and used for commercial, industrial, farm, or construction purposes are prohibited on residential lots and on street or highway rights-of-way, except when actively involved in pick up or delivery to the residence.

C. Cars or pick-up trucks (with or without signs) which are used for commercial purposes may be parked on a residential lot.

D. Moving trailers, vans, or POD type storage units may be placed no closer than five feet from adjoining residential property lines on a residential lot for a period not to exceed two weeks while owners are moving in or out of a residence.

E. Dumpsters used for debris during construction and renovation of a residence, and POD storage units may be placed no closer than 5 feet from adjoining residential property lines on a residential lot for a period not to exceed six months.

5.8.14 Parking Vehicles for Sale. In all residential zones, only one item (motor vehicle, recreational vehicle, boat, trailer or other large item of personal property) may be offered for sale and may only be parked in the front or side yard area on an approved parking space for a total accumulated period not exceeding 60 days per year. Such vehicles may be parked in the rear yard for an indefinite period of time.

5.8.15 Bicycle Parking.

5.8.15.1 Parking areas on R4 and nonresidential lots adjacent to a marked bicycle route, bike lane, or shared use facility shall include a conveniently and safely located bike rack or racks.

5.8.15.2 Bicycle parking should be provided for all uses except single family and two family dwellings and non-residential uses with less than 2,500 square feet of gross floor area at a rate of 5% of automobile parking requirements. The Town Planner may waive or reduce the number of bicycle parking spaces required based on the surrounding land uses of a particular development and the accessibility of a site by bicycle. (e.g. freeway interchanges with no connection to the surrounding neighborhoods.) The number of parking spaces required shall be calculated so that fractional portions of parking spaces are considered a full space.

5.8.15.3 Bicycle parking should be located along a major building approach line and clearly visible from the approach. The rack area shall be no more than 120 feet from the entrance it serves. The area of the bicycle racks should be clearly visible from the entrance they serve and should be provided near each actively used entrance. In general, multiple buildings shall not be served with a combined, distant rack area.

5.8.15.4 Bicycle parking design.

A. Bike lockers and racks shall be securely anchored to the ground and on a hard surface.

B. Each required bicycle parking space shall be accessible without moving another bicycle.

5.8.16 Stacking Space.
5.8.16.1 Number of spaces required. In addition to required parking spaces, drive-thru facilities shall provide a minimum of five stacking spaces per drive-thru facility, window, or bay, with the following exceptions. The space directly in front of the facility, window or bay shall not count towards meeting the stacking requirements.

A. Fast food restaurants shall have an additional five stacking spaces. A minimum of five of the total stacking spaces shall be located at or prior to the ordering station.

B. Non-automated car washes shall only be required to have two stacking spaces per bay, one of which is located for use as a dry down area.

C. Automated car washes shall be required to have an additional two stacking spaces per bay.

D. Freestanding ATMs shall only be required to have two stacking spaces.

5.8.16.2 Location. Stacking spaces shall be located entirely outside of a required drive-way or parking aisle needed to access required parking spaces in commercial developments.

5.8.16.3 Size. For the purposes of determining compliance, stacking spaces shall measure 9 x 18 and shall be illustrated on site development plans.

5.8.17 Loading and Unloading Areas.

5.8.17.1 General requirements.

A. All uses shall provide off-street loading space sufficient for their requirements. Such space shall be arranged so that no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public street, walk, alley, or private street. Truck unloading areas shall be located in the rear of the building.

B. Off-street loading and unloading space shall in all cases be located on the same lot or parcel of land as the uses they are intended to serve.

C. Loading and unloading areas shall be designed to avoid or minimize safety issues or traffic congestion.

D. Loading areas shall be located so as not to be visible from residences, residentially zoned districts, streets or public rights-of-way unless appropriately screened per the requirements of Section 5.7.7.3.

E. The number and size of required parking spaces shall be computed based on the following table. The number of loading spaces required shall be calculated so that fractional portions of spaces are considered a full space.

<table>
<thead>
<tr>
<th>Use</th>
<th>Gross Floor Area (Square Feet)</th>
<th>Loading and Unloading Spaces Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>10 feet x 25 feet</td>
</tr>
<tr>
<td>Office, restaurant, hotel or motel or similar use</td>
<td>10,000 - 99,000</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>100,000 - 149,000</td>
<td>0</td>
</tr>
</tbody>
</table>
5.9 Old Town Design Guidelines

5.9.1 Purpose:

A. To guide the development of new construction in the Business District to realize the vision and goals of the Comprehensive Plan and Timnath Visioning;

B. To assure that new construction is of appropriate scale and architectural design that is compatible with the goals and vision for Old Town.

5.9.2 Applicability:
Applies to new construction and/or façade remodeling of commercial, mixed use or multi family buildings within the boundary shown in the attached figure. Single family homes are exempt from these standards.

5.9.3 Building Form Standards
To maintain a street façade and consistent, pedestrian scale street edge.

5.9.3.1 Buildings shall have a well-defined front façade with primary entrances facing the street.

5.9.3.2 Buildings which sit on a corner or street intersection shall have windows facing both street sections.

5.9.3.3 Buildings shall hug corners and the right of way line so that they are pulled toward the street section except where there is a need to create a courtyard or outdoor seating area.

5.9.3.4 Buildings shall be two stories or in the case of three stories, the third story shall have a fifteen foot setback from the building front façade.

5.9.3.5 Building tops shall be articulated with discernible cornice lines, parapets and/or fascia.

5.9.3.6 The primary façade of all buildings shall have division into storefronts with separate display windows and entrances.

5.9.3.7 Buildings shall have variation in facades so there is not monotony in design.

5.9.3.8 If the building is greater than 40 feet wide, its façade shall be divided into smaller, pedestrian scale increments that reflect the building's interior organization and ownership pattern.

5.9.3.9 Window and door opening for non residential buildings shall comprise at least 75 percent of the length and at least 50 percent of the area of the ground floor of the primary street façade.

5.9.3.10 Use of awnings or arches over doorways is encouraged.

5.9.4 Building Material Standards

To ensure that construction materials are consistent with the historic downtown image and are regionally appropriate.

5.9.4.1 Buildings and facades shall be constructed using local or regionally available materials such as:

a. Brick
b. Natural Stone
c. Manufactured Stone
d. Architectural metal; pre-finished decorative panels such as storefront systems, structural elements such as columns and beams and decorative support or trim members such as brackets or cornices.

e. Finished wood treatments as approved by staff.

5.9.4.2 The use of stucco shall be limited to no more than 25% of the first floor façade.

5.9.4.3 Materials prohibited:

f. Concrete Block

g. Tilt-up concrete panels

h. Pre-fabricated metal building systems

i. Aluminum, fiberglass, asphalt or fiberboard siding

5.9.4.4 Other materials not listed will be considered on a case by case basis by staff.
ARTICLE 6. LAND SUBDIVISION

6.1 Applicability

6.1.1 Unless otherwise provided by action of the Town Council, the provisions of this Article applies to all residential, commercial, industrial and other subdivisions. Refer to Article 2 for the subdivision review and approval process.

6.2 Intent

6.2.1 This Article is designed and enacted for the purpose of promoting the health, safety and welfare of the present and future inhabitants of the Town by:

- Ensuring compliance with this Code and the Town Comprehensive Plan.
- Promoting compact, well-defined, sustainable neighborhoods that enhance the Town’s character;
- Creating livable neighborhoods that foster a sense of community and reduce dependency on private vehicles;
- Encouraging the proper arrangement of streets in relation to existing or planned streets and ensuring streets facilitate safe, efficient and pleasant walking, biking and driving;
- Providing a variety of lot sizes and housing types in every neighborhood;
- Protecting sensitive natural and historic areas and the Town’s environmental quality;
- Providing adequate space for educational facilities;
- Providing protection from geologic hazards and flood prone areas; and,
- Regulating such other matters as the Council may deem necessary in order to protect the best interest of the public.

6.3 Types Of Subdivisions

6.3.1 Minor Subdivision. A Minor Subdivision consists of the subdivision of land into six or fewer lots.

6.3.2 Major Subdivisions. A Major Subdivision is a subdivision of land creating seven lots or more.

6.4 Administration

6.4.1 Minor Subdivision. Applications for Minor Subdivisions will be reviewed according to the procedures in Article 2.9.10 of this Code. The approving authority for a Minor Subdivision is the Town Council.

6.4.2 Major Subdivision. Applications for Major Subdivisions will be reviewed according to the procedures in Article 2.9.10 of this Code. The approving authority for a Major Subdivision is the Town Council.
6.5 Plans And Specifications Standards

6.5.1 The design, construction and maintenance of subdivisions shall be consistent with:
A. All adopted plans and policies;
B. Site specific requirements of the zone district;
C. All requirements of this Land Use Code; and,
D. Applicable requirements of the Town of Timnath Design Criteria Manual.
E. Applicable requirements of the Larimer County Urban Area Street Standards

6.6 Subdivision Standards

6.6.1 Lot Layout
A. Access to Public Roads: All lots shall have access to a dedicated public road. When indirect access is provided over intervening private streets, shared drives, parking lots or other specifically identified limited common elements, access easements or access tracts benefiting all lots with indirect access shall be provided on the plat.
   1. Residential lots shall front only on local and collector streets.
   2. Double frontage lots are prohibited.
B. Flag Lots. The use of flag lots is prohibited unless approved by Town Council.
C. Shared Driveways. No more than six single family dwelling units are allowed to share a single driveway access to a public street. Any project utilizing a shared drive will require a site development plan.
D. Alleys
   1. Alleys are permitted when they continue an existing development pattern or to provide access to new residential properties.
   2. Alleys may be allowed in commercial and industrial areas when no other service access is provided.
   3. Single family developments that have alleys must take their vehicle access off the alley.
   4. Alleys must be built to some standard TBD see LCUASS re truck traffic
   5. Alleys must be dedicated right-of-way to the Town.

6.6.2 Circulation
A. General Requirements
   1. All streets must be designed consistent with the Timnath Design Criteria Manual and the Town’s adopted Larimer County Urban Street Standards.
   2. Subdivisions must be designed to allow for through movement of traffic to avoid isolation of residential areas and over reliance on arterial streets for traffic movement.
   3. Street layouts must be designed so emergency providers can find their way efficiently and quickly.
4. All streets shall intersect at right angles or right angles with a 10% deflection.
5. Commercial subdivisions shall provide for vehicular circulation and connection between lots and must dedicate appropriate easements accordingly.

B. Street Layouts
1. All Streets shall be sized per the Town of Timnath Transportation Master Plan
2. Street layouts shall continue streets in adjoining subdivisions or provide connections to adjoining property that is not yet developed.
3. Subdivisions shall provide a system of collector and local streets connecting local destinations such as parks and schools without requiring the use of arterial roadways.
4. Subdivisions containing or adjacent to lots designed for retail and commercial uses must provide pedestrian and, where possible, vehicular connections to the commercial lots.

C. Pedestrian and Bicycle Circulation
1. Sidewalks shall be provided on both sides of all new streets and must extend to the property line on streets that terminate at adjacent undeveloped property.
2. Sidewalks shall be a minimum of five feet in width for local and collector streets and eight feet for arterials. If the town adopts a specific area plan, standard established within that plan shall prevail.
3. Sidewalks shall be separated from streets by a five foot minimum landscaped strip.
4. Multipurpose trails must be provided within the subdivision where identified on the Parks, Recreation, Open Space and Trails Master Plan (PROST Plan). Trails must be taken to the edge of the property up to the property line for future connection.
5. Arterial and collector streets shall include eight foot wide designated bike lanes on both sides.
6. Where a development abuts a collector or arterial street, a bicycle and pedestrian access point to the collector or arterial shall be provided every 1,200 feet.
7. Pedestrian and bicycle ways internal to subdivisions and development sites must connect to the community-wide path system and provide future connection to adjacent properties by stubbing facilities to the property line in locations directed by adopted plans or as approved by the Director.
8. In commercial subdivisions, or in mixed-use subdivisions with lots designated for commercial use, connecting walkways shall be provided between public sidewalks and building entries. Walkway connections may cross parking lots. Pedestrian walks shall also be provided along internal parking lot circulation drives.

6.6.3 Open Space
A. Required open space may be held in common ownership by a property owner's association, or, if accepted, deeded over to a land trust or governmental entity. It may not be held in separate ownership on individual parcels within a subdivision.
B. Open space is required to protect the following environmental features, but shall not be required to be more than 20% of the total acreage of a development site.

1. Natural, geologic or other hazard areas such as expansive soils and floodplains.
2. Stream beds and corridors, mature trees and or stands of native vegetation, wetlands, riparian areas and wildlife corridors.
3. Water features including drainages, canals, ditches, lakes, natural ponds, and retention and detention ponds.

C. Open space in each subdivision shall be integrated with schools, parks and other open spaces or public property in or near the subdivision.

D. Public Access and Visibility. Open spaces in each subdivision will be open, accessible and visible to all subdivision residents and to the public using public streets, trails and open spaces if the open space is dedicated to the public.

E. Open space for active use should not be located in isolated areas or corners of the subdivision.

F. Storm drainage, retention and detention ponds shall be located, designed, maintained, planted and managed to serve as visual amenities or opportunities for recreation within the subdivision.

G. Limits of Development: Each subdivision construction plans, landscaping plans and plat shall specify the limits of development (LOD) which are any specific areas within a subdivision where development and construction shall be limited or prohibited so that natural hazard areas are avoided and natural features are protected.

6.6.4 Common Facilities. When a subdivision proposes to contain common facilities, such as common recreation facilities, such facilities shall be located within the development so as to be easily accessible to residents and to least interfere with neighboring developments.

6.6.5 Development Incentives: To encourage open space behind every lot, a subdivision may include one of the following incentives:

A. Option A - R-2 Zoning District Setback Incentive:
   1. Minimum requirements to be granted the setback incentive:
      a. Developer to provide open space behind every lot in the subdivision; and
      b. No lots shall adjoin at the rear property line; and
      c. Open space width shall be at least 20’ wide at the narrowest point and have an average width of 30’; and
      d. Open space shall be landscaped, irrigated, and maintained by the metro district or HOA in perpetuity; and
      e. HOA or Metro Districts shall not prohibit access from the rear yard to the open space; and
      f. Fencing along open space shall be low (no more than 4’ high if an opaque fence) or open rail style (at least 50% open) to provide visual access to the open space.
   2. Setback incentives include the following:
      a. Side yard setbacks shall be reduced to 5’; and
b. All buildings shall maintain 10' separation; and
3. All other dimensional requirements will be maintained.

B. Option B - R-2 Zoning District Functional Open Space Incentive:
1. For all residential subdivisions the developer shall provide a minimum of 20% of the gross land being subdivided for use as functional open space.
2. Minimum requirements to be granted the Open Space Incentive:
   a. Developer to provide open space behind every lot in the subdivision; and
   b. No lots shall adjoin at the rear property line; and
   c. Open space width shall be at least 20' wide at the narrowest point and have an average width of 30'; and
   d. Open space shall be landscaped, irrigated, and maintained by the metro district or HOA in perpetuity; and
   e. HOA or Metro Districts shall not prohibit access from the rear yard to the open space; and
   f. Fencing along open space shall be low (no more than 4' high if an opaque fence) or open rail style (at least 50% open) to provide visual access to the open space.
3. Functional open space may include (in addition to those listed in the code):
   a. Areas that meet the above criteria.

C. Option C - R-2 Zoning District Pocket Park Reduction Incentive:
1. For all residential subdivisions the developer shall provide a minimum of 20% of the gross land being subdivided for use as functional open space.
2. Minimum requirements to be granted the Pocket Park Reduction Incentive:
   a. Developer to provide open space behind every lot in the subdivision; and
   b. No lots shall adjoin at the rear property line; and
   c. Open space width shall be at least 20' wide at the narrowest point and have an average width of 30'; and
   d. Open space shall be landscaped, irrigated, and maintained by the metro district or HOA in perpetuity; and
   e. HOA or Metro Districts shall not prohibit access from the rear yard to the open space; and
   f. Fencing along open space shall be low (no more than 4' high if an opaque fence) or open rail style (at least 50% open) to provide visual access to the open space.
3. Pocket Park Reduction will include the following:
   a. For developments that between 50 and 100 dwelling units there shall be at least one pocket park in accordance with the requirements of this Chapter;
   b. Developments in excess of 100 dwelling units the subdivision may forgo
the installation of one pocket park in accordance with the requirements of this Chapter.

c. For developments with more than 50 dwelling units there shall be at least one pocket park in accordance with the requirements of this Chapter.

6.7 Development Agreement

6.7.1 A development agreement stating the developer agrees to construct all public improvements, setting forth the plan, method and parties responsible for the construction of improvements is required for all subdivisions. A development agreement shall run with and be a burden upon the land described in the agreement.
ARTICLE 7. SIGNS

7.1 Purpose and Intent.

The purpose of this Article is to promote the public health, safety and welfare of the Town by establishing standards and criteria for the construction, installation, maintenance and operation of signs in the Town. Specifically this Article is intended to:

- Recognize that signs are a necessary means of visual communication for the convenience of the public and provide flexibility within the sign review and approval process to allow for unique circumstances and creativity.
- Recognize and ensure the right of those concerned to identify businesses, services and other activities by the use of signs, and limit signs to those which are accessory and incidental to the use on the premises where such signs are located.
- Provide a reasonable balance between the right of an individual to identify his or her business and the right of the public to be protected against the visual discord resulting from the unrestricted proliferation of signs and similar devices.
- Protect the public from damage or injury caused by signs that are poorly designed or maintained and from distractions or hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs.
- Ensure signs are well designed and contribute in a positive way to the Town’s visual environment, express local character, and help develop a distinctive image for the Town.
- Encourage signs that are responsive to the aesthetics and character of their particular location, adjacent buildings and uses, and the surrounding neighborhood. Ensure signs are compatible and integrated with the building’s architectural design and with other signs on the property.
- Ensure signs are appropriate for the type of street on which and zoning district in which they are located.
- Bring nonconforming signs into compliance with these regulations.

7.2 Applicability.

7.2.1 This Article shall apply to all signs in the Town of Timnath, except as specifically stated otherwise.

7.2.2 A sign may only be erected, established, painted, created or maintained in conformance with the standards, criteria, procedures and other applicable requirements of this Article. Any sign not expressly allowed by this Article or not in conformance with its requirements is prohibited. On properties where mixed-uses exist, residential uses shall comply with the sign regulations for residential uses, and non-residential uses shall comply with the appropriate sign regulations for uses in that category.

7.2.3 Sign regulations herein shall not apply to official federal, state, county or town signs which are erected and intended for public information, direction, safety and control purposes.

7.3 General Sign Regulations.
7.3.1 Flags. A total of three federal, state and local flags may be allowed for a commercial use. A total of one federal, state or local flag may be allowed for a residential use. Such flag, when fully extended, shall not encroach on the public right-of-way. Corporate banners or flags will be allowed, but shall be counted as part of the allowable square footage for signs and must follow the permitting process.

7.3.2 No sign shall be erected in a public right-of-way unless otherwise permitted in this Article.

7.3.3 All signs (except government signs) shall be located outside of the public right-of-way. Signs shall not interfere with traffic signs or the sight distance triangle at intersections. Figure 7-16 in Larimer County Urban Area Street Standards (LCUASS) provides detailed information on sight distance triangles.

7.3.4 The Town of Timnath will erect and maintain off-premise signage along major thoroughfares within the Town to advertise various residential developments within the Town. These signs shall be the only off-premise advertising signs allowed within the Town of Timnath.

7.3.4.1 The off-premise signs will be monuments erected and maintained by the town and shall be of uniform design and dimensions.

7.3.4.2 The signs will include the Town of Timnath logo and the various development names.

7.3.4.3 Sign program shall be coordinated through the Town of Timnath or their assigned agent.

7.4 Sign Permits and Administration.

7.4.1 Sign Permit Required. To ensure compliance with the regulations of this Article, a sign permit shall be required in order to erect, move, alter, reconstruct or substantially repair any permanent or temporary sign, except signs that are expressly exempted in this Article. Routine maintenance of existing signs shall not require a permit. In multiple tenant buildings, a separate permit shall be required for each business entity’s sign(s). Separate building and electrical permits may be required for signs and will be determined on a case-by-case basis. Changing or replacing identical copy on an existing lawful sign shall not require a permit, provided the copy change does not alter the nature or intent of the sign.

7.4.2 Compliance. Signs shall come into compliance with this Article whenever one of the following occurs:

7.4.2.1 If a sign is damaged or in need of repair, or the owner intends to remodel the sign and the cost of the sign’s repair or remodeling exceeds 50% of the sign’s replacement cost, the repaired or remodeled sign shall come into full compliance with this Article.

7.4.2.2 If the business to which a sign relates changes use or name, the sign shall be brought into full compliance with this Article.

7.4.2.3 If a business closes for 90 days or longer and is reopened, all existing signs shall be brought into full compliance with this Article.

7.4.3 Application for a Sign Permit.
7.4.3.1 Sign Permit Application Requirements. Applications for sign permits shall be made in writing on forms furnished by the Town. The application shall contain:

A. A completed sign permit application form and fee;
B. Information, written materials and drawings as required by the Land Use Administration Manual.

7.4.3.2 Sign Permit Application Certification of Completion. Within 10 business days of the date of application, the Director shall either certify the application is complete and in compliance of all submittal requirements or reject it as incomplete and notify the applicant in writing of any deficiencies.

7.4.3.3 Staff Review and Approval. When the Director has determined the application to be complete, they shall review the sign permit in accordance with the established review criteria and shall approve, approve with conditions or deny the sign permit. Upon approval of the sign permit, the sign permit and any building or electrical permits required for the sign shall be issued to the applicant.

7.4.4 Temporary Sign Permit. Upon written request, the Director may grant a temporary sign permit which shall be limited to no more than 10 days. An example of a temporary sign is a “grand opening” sign. A single property shall not have more than three temporary signs in a calendar year.

7.5 Exempt Signs.

Exempt signs shall otherwise be in conformance with all applicable requirements contained in this Article. All other signs shall be allowed only with a permit and upon proof of compliance with this Article. The following types of signs are exempt from permit requirements of this Article and may be placed in any zoning district subject to the provisions of this Article.

7.5.1 Certain Onsite Signs. Signs that are not visible beyond the boundaries of the lot or parcel upon which they are located and/or from any public thoroughfare or right-of-way except that such signs shall be subject to the safety regulations and all applicable codes governing building construction in the Town. Such signs shall include signs located inside buildings.

7.5.2 Address. Non-illuminated signs not exceeding two square feet in area which identify the address of a dwelling unit or of an establishment. Per the adopted fire code, address numerals shall be visible from the street fronting the property, and posting with a minimum of six inch numerals on a contrasting background.

7.5.3 Art. Integral decorative or architectural features of buildings, or works of art; so long as such features or works do not contain letters, numbers, trademarks, logos, moving parts or lights. Murals are an example of this exclusion.

7.5.4 Building Identification, Historical Markers. Non-illuminated signs constructed of metal or masonry which are permanently affixed to buildings or structures for the purpose of identifying the name of a building, date of erection or other historical information as approved by the Director.

7.5.5 Bulletin Board/Marquee Signs. Bulletin board and marquee signs securely attached to a building face and not exceeding 15 square feet in gross surface area accessory to a church, school, public or nonprofit institution.
7.5.6 Directional or Public Information Signs. On-premise directional and instructional signs not exceeding six square feet in area each. These include such signs as “restrooms”, “no smoking”, etc.

7.5.7 Doors. Signs affixed to door surfaces which identify the name and/or address of an establishment.

7.5.8 Farm Products. Temporary farm product signs provided that:

7.5.8.1 One on-premises sign may be used. Said sign shall be located off the street right-of-way and at least ten feet away from any side lot line. Such sign shall have a maximum area of nine square feet and may not be illuminated.

7.5.9 Garage, Estate, Yard Sale or Farm Auction. Signs which advertise a private garage or yard sale on the lot on which the sign is located; provided such signs are displayed no more than twice per year per dwelling unit for a period not to exceed five days (for auctions, 30 days). Such signs shall include the address of the event and the date which the sale or auction will take place. Signs shall be removed within 48 hours of completion of the sale or auction.

7.5.10 Oil and Gas Operation. Identification signs for any oil and gas operation.

7.5.11 Political. Political signs displayed on private property in accordance with an official election or signs erected on behalf of candidates for public office provided:

7.5.11.1 The signs are removed within seven days after the election for which they were made.

7.5.11.2 No such sign shall be erected in public right-of-way, easements or sight triangles.

7.5.12 Religious Symbols. Religious symbols located on a building or lot used for organized religious services.

7.5.13 Regulatory Signs. Regulatory signs erected on private property, such as “no trespassing” and “beware of dog” signs, which do not exceed two square feet per face or four square feet in total surface area, limited to four such signs per use or per building, whichever is the greater number.

7.5.14 Sale, lease, rent (onsite). Temporary signs used to offer for sale, lease or rent of the land or the buildings upon which the sign is located provided:

7.5.14.1 One sign per street frontage advertising real estate (“for sale”, “for rent” or “for development”) not greater than 64 square feet may be located on the property being advertised so long as said sign is located behind the street right of way line. If property so advertised lies on a corner lot or double frontage lot, then a second sign may be oriented along the second street so long as the two signs are at least 100 feet apart as measured by the shortest straight line.

7.5.14.2 Such signs shall not be illuminated.

7.5.14.3 All such signs shall be removed within seven days after the real estate closing or lease transaction.

7.5.15 Special Events. Temporary special event signs and banners for religious, charitable, civic, fraternal or similar non-profit or not-for-profit organizations provided that:
7.5.15.1 Signs shall be erected no sooner than 30 days prior and removed no later than seven days after the event.

7.5.15.2 No such sign shall exceed 32 square feet.

7.5.15.3 No such sign shall be illuminated.

7.5.15.4 All such signs shall be located off the street right-of-way, unless otherwise granted permission for such location by the Town or the Colorado Department of Transportation (CDOT). In no case may any such sign be located within the sight distance triangle or be attached to any structure within the right-of-way (government signs, telephone poles, etc.)

7.5.16 Text. No permit shall be required for text or copy changes on conforming or legal nonconforming signs specifically designed to permit changes of the text or copy; provided that no structural changes are made to the sign, and provided that the name of the business to which the sign belongs is not changed.

7.5.17 Time and Temperature. Signs displaying time and temperature shall not be included within the sign area calculations if embedded within a larger sign. A portion of the sign displaying time and temperature only shall not be included within sign area calculations if less than four square feet in total size.

7.5.18 Vacancy and No Vacancy. All “vacancy” and “no vacancy” signs, where they are not illuminated, internally illuminated, indirectly illuminated or directly illuminated signs; provided that the area of the sign does not exceed two and one-half square feet per face. Also, signs designed to indicate vacancy such as “yes,” “no” or “sorry” shall also be exempt under the provisions of this paragraph if they meet the area requirement.

7.5.19 Vehicular Signs. Signs displayed on trucks, buses, trailers or other vehicles which are being operated or stored in the normal course of a business, such as signs indicating the name of the owner or business which are located on moving vans, delivery trucks, rental trucks and trailers and the like, shall be exempt from the provisions of this Article, provided that the primary purpose of such vehicles is not for the display of signs, and provided that they are parked or stored in areas appropriate to their use as vehicles in conjunction with the advertised business. Vehicle signs shall not be placed in the bed of a truck or on the roof of a vehicle in a manner which jeopardizes the health, safety and welfare of the community.

7.6 Prohibited Signs.

The following signs are inconsistent with the purposes and standards in this Article and are prohibited in all zoning districts.

7.6.1 Flashing, rotating, blinking or moving signs, animated signs, signs with moving, rotating or flashing lights or signs that create the illusion of movement, except as otherwise provided by this Article.

7.6.2 Any sign that is erected in such a location as to cause visual obstruction or interference with motor vehicle, bicycle, or pedestrian traffic and/or traffic-control devices including any sign that obstructs clear vision in any direction from any street intersection or driveway or is located within the sight distance triangle.

7.6.3 Mechanical or electrical appurtenances, such as revolving beacons, that are designed to
7.6.4 Roof signs.

7.6.5 Any sign other than traffic control signs erected, constructed, or maintained within, over or upon the right-of-way of any road or highway, except in the case of a sign for which a permit has been issued with the requirements of this Article.

7.6.6 Any sign which interferes with free passage from or obstructs any fire escape, downspout, window, door, stairway, ladder or opening intended as a means of ingress or egress or providing light or air.

7.6.7 Any sign located in such a way as to intentionally deny visual access to an adjoining property owner’s existing sign.

7.6.8 Vehicle-mounted signs, including but not limited to, signs painted on or attached to semi-trailers or cargo containers when exhibited on private property adjacent to public right-of-way for the purpose of advertising a business, service, or product for sale or rent. Vehicle-mounted signs used in connection with a special event are exempted from the requirements of this section during the duration of the special event only. Upon the conclusion of the special event, such signs must be dismantled. For the purposes of this subsection, the term special event shall mean a parade, circus, fair, carnival, festival, farmers’ market or other similar event of less than 10 days duration that is different in character from the customary or usual activities generally associated with the property upon which the special event is to occur.

7.6.9 Portable signs except as allowed in each zone district by this Article.

7.6.10 Rotating signs.

7.6.11 Searchlights.

7.6.12 Signs with optical illusion of movement by means of a design which presents a pattern capable of reversible perspective, giving the illusion of motion or changing of copy.

7.6.13 Electronic message boards except governmental signs.

7.6.14 Any sign (together with its supporting structure) now or hereafter existing which, 30 days or more after the premises have been vacated, advertises an activity, business, product or service no longer produced or conducted upon the premises upon which such sign is located. If the sign or sign structure is covered or the identifying symbols or letters removed, an extension of time may be granted by the Town Manager or designee upon good cause for such extension being shown. (This provision shall not apply to permanent signs accessory to businesses which are open only on a seasonal basis, provided that there is clear intent to continue operation of the business).

7.6.15 Permanent freestanding signs on residential lots, except as provided in Section 7.5

7.6.16 Any sign or sign structure which:
    7.6.16.1 Is structurally unsafe.
    7.6.16.2 Constitutes a hazard to safety or health by reason of inadequate maintenance or dilapidation;
    7.6.16.3 Is not kept in good repair; or
7.6.16.4 Is capable of causing electrical shocks to persons likely to come in contact with it.

7.6.17 Any sign or sign structure which:

7.6.17.1 In any other way obstructs the view of, may be confused with or purports to be an official traffic sign, signal or device or any other official sign.

7.6.17.2 Uses any words, phrases, symbols or characters implying the existence of danger or the need for stopping or maneuvering a motor vehicle or bicycle.

7.6.17.3 Creates in any other way an unsafe distraction for motor vehicle or bicycle operators.

7.6.17.4 Obstructs the view of motor vehicle or bicycle operators, pedestrian and horses entering a public roadway from any parking area, service drive, private driveway, alley or other thoroughfare.

7.6.18 Off-premise advertising signs.

7.6.19 Any sign not pertinent and clearly incidental to the permitted use on the property where located except as otherwise provided in this Article.

7.7 Measurement of Sign Area and Height.

7.7.1 Sign Surface Area. The area of a geometric shape enclosing any message, logo, symbol, name, photograph or display face shall be measured using standard mathematical formulas. Time and temperature devices shall not be included within the measurement of maximum sign area.

Diagram 7.7.1. Sign Area

7.7.2 Sign Support. Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area.

7.7.3 Back-to-Back (Double-Faced) Signs. Back-to-back signs shall be regarded as a single sign only if mounted on a single structure, and the distance between each sign face does not exceed two feet at any point.

7.7.4 Three-Dimensional Signs. Where a sign consists of one or more three-dimensional objects (i.e. balls, cubes, clusters of objects, sculpture), the sign area shall be measured as their maximum projection upon a vertical plane. Signs with three-dimensional objects that exceed a projection of six inches from the sign face may be approved in compliance with Section 7.20 (Creative Signs).
7.7.5 **Wall Signs.** If a sign is attached to a wall, only that portion of the wall onto which the sign face or letters cover shall be calculated in the sign area.

7.7.6 Sign Height. The height of a sign shall be measured from the highest point of a sign to the ground surface beneath it. When berms are used in conjunction with signage, the height of the sign shall be measured from the mean elevation of the fronting street.

Diagram 7.7.6. Sign Height

7.8 **Sign Design—General**

7.8.1 Design Compatibility.

7.8.1.1 Professional. Signs shall be made by a professional sign company or other qualified entity acceptable to the Town.

7.8.1.2 Proportionate size and scale. The scale of signs shall be appropriate for the building on which they are placed and the area in which they are located. Building signs shall be harmonious in scale and proportion with the building facade they are mounted to.

7.8.1.3 Sign location and placement.

A. Visibility – Signs shall not visually overpower nor obscure architectural features.

Diagram 7.8.1.3. Sign Height
Place signs as shown above, not below.

B. Integrate signs with the building and landscaping – Carefully coordinate the sign with the architectural design, overall color scheme and landscaping. Signs shall be designed to complement or enhance the other signs for a building.

C. Unified sign band – Whenever possible, signs located on buildings with the same blockface shall be placed at the same height, in order to create a unified sign band. Locate wall signs at the first floor level only for retail uses.

D. Monument signs – Locate monument signs in a planter setting within a landscaped area at the primary entries to the development/subdivision to provide an overall project identity. A maximum of one monument sign per each side of a street for each entrance into a development/subdivision is permitted.

E. Pedestrian-oriented signs – Pedestrian-oriented signs are encouraged. It is desirable to include a pedestrian-oriented sign as one of the permitted signs for a business. These signs are designed for and directed toward pedestrians so they can easily and comfortably read the sign as they stand adjacent to the business.

F. Road right-of-way – No sign shall be erected within the road right-of-way or near the intersection of any road(s) or driveways in such a manner as to obstruct free and clear vision of motorists, bicyclists or pedestrians or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device. Signs located at an
Intersection must be outside of the sight distance triangle.

7.8.1.4 Landscaping. Freestanding signs shall be landscaped at their base in a way harmonious with the landscape concept for the whole site. Landscaping shall form an attractive, dense cluster at the base of the sign that is equally attractive in winter and summer.

Diagram 7.8.1.4. Landscaping

NOT THIS
Landscaping too sparse and poor visual break for sign

THIS
Berm and foundation plantings to relate to building treatment

7.8.1.5 Reduce sign impact. When land uses of different character (ie: residential adjacent to commercial) are adjoining or exist in close proximity, signs shall be designed, located and/or screened with landscaping so that they have little or no impact on adjacent residential neighborhoods. Small-scale signs are encouraged.

Diagram 7.8.1.5. Reducing Sign Impact
7.8.2 Color.

7.8.2.1 Select colors carefully. Colors shall be selected to contribute to legibility and design integrity. Sign colors shall complement the colors used on the structures and the project as a whole. Colors or combinations of colors that are harsh and disrupt the visual harmony and order of the street are unacceptable.

7.8.2.2 Use contrasting colors. Provide a substantial contrast between the color and the material of the background and the letters or symbols to make the sign easier to read during both the day and night. Light letters on a dark background or dark letters on a light background are most legible.

7.8.2.3 Avoid using too many colors. Colors or color combinations that interfere with legibility of the sign copy or that interfere with viewer identification of other signs shall be avoided.

7.8.3 Materials. Signs shall be constructed of durable, high quality architectural materials. The sign package must use materials, colors and designs that are compatible with the building facade. Sign materials must be of proven durability. Treated wood, painted metal, stone and brick are the preferred materials for signs.

7.8.4 Legibility. Signs shall be adequately legible under the circumstances in which they are primarily seen. The legibility of signs is related to:

7.8.4.1 The speed at which they are viewed.

7.8.4.2 The context and surroundings in which they are seen.

7.8.4.3 The design, colors and contrast of the sign copy and sign face.

7.8.4.4 The design of the sign including copy, lettering size and style, and colors shall logically relate to the average speed of the traffic which will see it. Signs shall legibly convey their messages without being distracting or unsafe to motorists reading them. Symbols and logos can be used in place of words whenever appropriate.

7.8.4 Sign Illumination.

7.8.4.1 Use illumination only if necessary.

7.8.4.2 Sign illumination shall complement the design of the site.

Diagram 7.8.4.2. Sign Illumination

7.8.4.3 Use a direct light source. All lighted signs shall have their lighting directed in such a manner as to illuminate only the face of the sign. When external light sources are directed at the sign surface, the light source must be concealed from pedestrians' and
7.8.4.4 Signs must be illuminated in a way that does not cause glare onto the street and adjacent properties. Signs shall be lighted only to the minimum level for nighttime readability and should not be so bright as to overpower an area.

7.8.4.5 All lighted signs shall meet all applicable electrical codes and the electrical components used shall bear the label of an approval agency. Additionally, electrical permits shall be obtained for electric signs.

7.8.4.6 Flashing, moving, blinking, chasing or other animation effects shall be prohibited on all signs except time and temperature signs.

7.8.4.7 Neon tubing is an acceptable method of sign illumination for window signs in commercial districts.
7.8.4.8 The use of individually-cut, back-lit letter signs is encouraged.

7.8.4.9 No commercial sign within five hundred linear feet of a pre-existing residential structure, and visible from that structure, may be illuminated between the hours of 11:00 p.m. and 6:00 a.m. A residence shall be deemed “pre-existing” for purposes of this Section if it has a valid building permit in effect for construction of said structure or if construction of said structure was complete on or prior to the effective date of this Article.

7.9 Sign Installation and Maintenance.

7.9.1 Installation.

7.9.1.1 Where possible, signs shall be mounted so that the mounting brackets and associated mounting hardware are concealed.

7.9.1.2 **Projecting signs** shall be mounted so they generally align with others in the block.

7.9.1.3 All signs and all components thereof, including sign structures and sign faces, shall be kept neatly painted, in a good state of repair and in compliance with all building and electrical codes in force at the time of installation. The Town may inspect any sign governed by this Article and shall have the authority to order the painting, repair, alteration or removal of a sign which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.

7.9.1.4 Owners of projecting signs extending over public right-of-way shall be required to maintain public liability insurance in an amount to be determined appropriate by the Town, in which the Town is named as an “other insured.”

7.9.2 Maintenance.

7.9.2.1 The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign, including any illumination sources in neat and orderly condition, and in a good working order at all times, and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such sign. The sign must also be in compliance with all building and electrical codes.

7.9.2.2 The owner of any sign regulated by this Article shall be required to keep signs and supporting hardware, including temporary signs and time/temperature signs structurally safe, clean, free of visible defects and functioning properly at all times. Repairs to signs shall be equal to or better in quality of materials and design than the original sign.

7.9.2.3 The Town may inspect any sign governed by this Article and shall have the authority to order the painting, repair, alteration or removal of a sign which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.

7.10 Standards for Specific Types of Signs.
7.10.1 **Awning Signs.** An awning sign is a wall sign which is painted, printed, stitched, sewn or stained onto the exterior of an awning. An awning is a movable or permanent shelter supported entirely from the exterior wall of a building and composed of nonrigid materials except for the supporting framework.

Diagram 7.10.1. Types of Signs

7.10.1.1 Location. Signs may be placed only on awnings that are located on first- and second-story **building frontages**, including those fronting a parking lot or pedestrian way. No awning sign shall project beyond, above or below the face of an awning.

7.10.1.2 Lighting. **Awnings** shall not be **internally illuminated** except as part of a creative sign. Lighting directed downwards that does not illuminate the awning is allowed.

7.10.2 Banners. Banners are allowed per the guidelines below.

7.10.2.1 It is displayed in conjunction with a grand opening celebration for a period not to exceed 30 days.

7.10.2.2 It is displayed in conjunction with a special sale for a period not to exceed 30 days.

7.10.2.3 It is displayed no more than two times per calendar year per establishment.

7.10.2.4 It is securely attached to the wall of the establishment, **freestanding signs** or light poles on private property.

7.10.2.5 One single-sided banner per street frontage per establishment is permitted attached to any building.

7.10.2.6 No banner shall be more than 24 square feet in size.

7.10.2.7 Any banner in disrepair, tattered and/or torn shall be removed immediately.

7.10.2.8 Flag or feather style signs shall be treated as banners.

7.10.3 **Canopy Signs.** A canopy sign is a wall sign that is permanently affixed to a roofed shelter attached to and supported by a building, by columns extending from the ground or by a
combination of a building and columns.

Diagram 7.10.3. Canopy Signs

7.10.3.1 Location and Lighting. No canopy, with or without signage, shall extend above the roof line of any building. No canopy sign shall project above the top of the canopy upon which it is mounted. However, such signs may project horizontally from the face of a canopy the distance necessary to accommodate the letter thickness and required electrical equipment, but not more than twelve inches (measured from the bottom of the sign). Under-canopy signs which are perpendicular to the face of the building shall be deemed to be projecting wall signs. Under-canopy signs which are parallel to the face of the building shall be a minimum of eight feet above grade and shall be deemed to be flush wall signs.

7.10.4 Freestanding Signs including Pole Signs. A freestanding sign is a sign which is supported by one or more columns, uprights, poles or braces extended from the ground, or which is erected on the ground and shall also include a monument sign and pole signs but does not include a sign attached to a structure.

7.10.4.1 Location. The sign may be located only on a site frontage adjoining a public street. No freestanding sign in any zoning district can be erected closer than eight feet from any curb line, nor closer than four feet to any building. No freestanding signs in business and industrial districts may be located less than twenty-five feet from any property line adjacent to a residential zoning district line.

7.10.4.2 Sign mounting. The sign shall be mounted on one or more posts or have a solid monument-type base. Posts shall not have a diameter greater than twelve inches.

7.10.4.3 Pole Signs. Pole signs should not be so large as to obscure the patterns of front facades and yards.

7.10.5 Monument Signs. A monument sign is a permanent sign where the entire bottom of the sign is affixed to the ground, not to a building. Pole signs that utilize more than one pole shall not be allowed.

7.10.5.1 Location. The sign may be located only along a site frontage adjoining a public
street.

7.10.5.2 Design. The design of a monument sign shall be consistent with the overall scale of the building. The design and placement of the sign shall not obstruct visibility through the sight distance triangle. Monument signs shall contain only the name and address of the project which it identifies.

7.10.5.3 Landscaping requirements. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, twenty square feet of sign area equals forty square feet of landscaped area. The Planning Commission may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project.

7.10.6 Projecting Signs. A projecting sign is any sign supported by a building wall and projecting at least twelve inches or more horizontally beyond the surface of the building to which the sign is attached.

7.10.6.1 Location. Projecting signs shall be placed only on a ground floor facade, except for businesses located above the ground level with direct exterior pedestrian access. Mount projecting signs so they generally align with others in the block and fit with architectural detail of the structure. This helps to create a "canopy line" that gives scale to the sidewalk.

7.10.6.2 Sign Structure. Sign supports and brackets shall be compatible with the design and scale of the sign.

7.10.6.3 Quantity. The number of projecting signs is limited to one per business. Projecting signs are not permitted in conjunction with wall-mounted or pole signs.

Diagram 7.10.5.4 Projecting Signs

7.10.7 Time and/or Temperature Signs. A time and/or temperature sign is any sign intended to be displayed for a limited period of time and capable of being viewed from any public right-of-way, parking area, or neighboring property.
7.10.7.1 Maximum area. Time and/or temperature signs which do not exceed ten square feet shall not be required to be included in the allowable sign area permitted in Section 7.7 (Measurement of Sign Area and Height; Sign Setbacks); provided however, that any identification or advertising which is attached to or made part of the same sign structure shall be included in the allowable sign area for the premises.

7.10.7.2 Design. The sign shall be designed in a manner that is compatible with other signs on the site and with the structure on which it is placed.

7.10.7.3 Maintenance. It shall be the responsibility of the owner of such signs to maintain such signs and insure that they are kept accurate. If these conditions are not met, the sign shall be repaired or removed at owner’s expense.

7.10.8 Wall Signs. A wall sign is any sign painted on, incorporated in or affixed to the building wall, or any sign consisting of cut-out letters or devices affixed to the building wall with no background defined on the building wall.

7.10.8.1 Location. The sign shall not be placed to obstruct any portion of a window, doorway or other architectural detail. Locate wall signs on buildings at the first floor level only for retail uses. No part of a wall sign shall be located more than twenty-five feet above grade level.

7.10.8.2 Projection from wall. No sign part, including cut-out letters may project from the surface upon which it is attached more than required for construction purposes and in no case more than twelve inches.

7.10.8.3 Design. Wall signs shall identify the individual business, building or building complex by name or trademark only.

7.10.9 A-Frame Signs and Footed Vertical Signs. A-Frame Signs are freestanding signs that are no taller than four feet and no wider than three feet, with one or two message-bearing sides that are hinged or attached at the top. A-Frame Signs have the general appearance when viewed from the side of a capital “A”. Footed Vertical Signs are freestanding signs with braces (feet) at the bottom to hold them upright, that are no taller than four feet and no wider than three feet, with one or two message-bearing sides that are not hinge or attached at the top, and when viewed from the side appear as a “⊥⊥” and from the front as a rectangle. A-Frame Signs must be placed on sidewalks against the building of the business they advertise if there is no private property between the building and the street surface, or they may be placed on private property. Footed Vertical Signs must be placed on private property and not on sidewalks. Such signs shall be constructed of at least one-quarter-inch plywood, or of metal equivalent in strength. Such signs shall be neat, attractive and visually appealing, so that they are an asset of the business, adjacent land uses and the community at large. A-Frame and Footed Vertical Signs shall meet the following requirements:

7.11.4.1 Only one A-Frame or Footed Vertical Sign shall be allowed per building regardless of the number of businesses at that location.

7.11.4.2 There shall be at least 10 feet between either type sign at one building and either type of sign at the next building.

7.11.4.3 Placement of either type sign shall allow a minimum of six feet of unobstructed pedestrian walkway and shall be safely placed so as not to interfere with pedes-
Article 7 - Signs

Trian traffic or access to parked vehicles, or block the view of vehicular traffic in the **sight distance triangle** at an intersection.

7.11.4.4 Either type sign shall be constructed, or adapted, to prevent being blown by the wind from their placement, or into persons, vehicles or other buildings.

7.11.4.5 A-Frame and Footed Vertical Signs require a sign permit pursuant to **Section 7.4, Sign Permit and Administration** and shall be allowed in the following zoning districts only:

A. Any commercial development in any mixed-use district.
B. NC- Neighborhood Commercial District.

7.10.10 Sign Regulations By District And Location. The following table lists requirements by sign type by district and relative location to I-25.

Table 7.10.10 Sign Regulations By District And Location

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Free Standing Pole or Monument</th>
<th>Projecting Signs</th>
<th>Wall Signs</th>
<th>A-Frame/Vetical Signs</th>
<th>Canopy or Awning Signs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># Signs</td>
<td>Max. Area</td>
<td>Max. Ht</td>
<td># Signs</td>
<td>Max. Area</td>
</tr>
<tr>
<td>RE, R1, R2, R3, R4</td>
<td>1 Entry sign per entrance</td>
<td>48 sq. ft. per face</td>
<td>8'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RMU, LDMU</td>
<td>1 Entry sign per entrance</td>
<td>48 sq. ft. per face</td>
<td>8'</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: for banners, temporary signs, A-frame signs, see applicable section.*
Timnath Land Use Code

<table>
<thead>
<tr>
<th>ZONING DISTRICT / LOCATION</th>
<th>Number of Signs Permitted</th>
<th>Maximum Sign Area</th>
<th>Maximum Sign Height</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A, RE, R1, R2, R3, R4</strong></td>
<td>1 Entry sign per entrance</td>
<td>48 sq. ft. per face</td>
<td>8'</td>
</tr>
<tr>
<td><strong>RMU, CMU, B, NC, CC,</strong></td>
<td>1 Entry sign per entrance</td>
<td>48 sq. ft. per face</td>
<td>8'</td>
</tr>
<tr>
<td><strong>RC, 11</strong></td>
<td></td>
<td>196 square feet</td>
<td>50 feet</td>
</tr>
</tbody>
</table>

1. Must maintain 6' pedestrian clearance.
2. Must also follow Colorado Department of Transportation regulations and must be for a single business of 150,000 or more square feet.
3. Pole signs are prohibited in the BD district.

Free Standing Pole or Monument Signs

<table>
<thead>
<tr>
<th>Number of Signs Permitted</th>
<th>Maximum Sign Area</th>
<th>Maximum Sign Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Entry sign per entrance</td>
<td>48 sq. ft. per face</td>
<td>8'</td>
</tr>
<tr>
<td>1 Entry sign per entrance</td>
<td>48 sq. ft. per face</td>
<td>8'</td>
</tr>
<tr>
<td>1 per frontage</td>
<td>196 square feet</td>
<td>50 feet</td>
</tr>
</tbody>
</table>

Projecting Signs

- Must maintain 6' pedestrian clearance.
- Must also follow Colorado Department of Transportation regulations and must be for a single business of 150,000 or more square feet.
- Pole signs are prohibited in the BD district.
### Zoning District/Location

<table>
<thead>
<tr>
<th></th>
<th>A, RE, R1, R2, R3, R4</th>
<th>RMU, CMU, B, NC, CC, RC, I1</th>
<th>I-25 (w/in 1/8 mile)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Signs Permitted</td>
<td>-</td>
<td>1 per first floor commercial tenant</td>
<td>-</td>
</tr>
<tr>
<td>Maximum Sign Area</td>
<td>-</td>
<td>3’ wide (total 6’ area)</td>
<td>-</td>
</tr>
<tr>
<td>Maximum Sign Height</td>
<td>-</td>
<td>Must be 8 feet from sidewalk, no higher than wall of single story building and no higher than second story window of 2-story building. Cannot extend more than 4’ from building face</td>
<td>-</td>
</tr>
</tbody>
</table>

#### Wall Signs

<table>
<thead>
<tr>
<th></th>
<th>-</th>
<th>1 per tenant building frontage</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Sign Area</td>
<td>-</td>
<td>1 for first 100 lineal feet of building frontage plus 1 for each 2 lineal feet thereafter of building frontage up to 200 ft. max</td>
<td>-</td>
</tr>
<tr>
<td>Maximum Sign Height</td>
<td>-</td>
<td>Not more than 25” above grade level or higher than the eave line.</td>
<td>-</td>
</tr>
</tbody>
</table>

#### A-Frame/Vertical Signs

<table>
<thead>
<tr>
<th></th>
<th>-</th>
<th>1 per first floor tenant space</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Sign Area</td>
<td>-</td>
<td>8 feet</td>
<td>-</td>
</tr>
<tr>
<td>Maximum Sign Height</td>
<td>-</td>
<td>4 feet</td>
<td>-</td>
</tr>
</tbody>
</table>

#### Canopy or Awning Signs

<table>
<thead>
<tr>
<th></th>
<th>-</th>
<th>1 per tenant</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Sign Area</td>
<td>-</td>
<td>10 feet</td>
<td>-</td>
</tr>
<tr>
<td>Maximum Sign Height</td>
<td>-</td>
<td>At least 8 feet above grade.</td>
<td>-</td>
</tr>
</tbody>
</table>

---

1. On properties where mixed-uses exist, residential uses shall comply with the sign regulations for residential uses, and non-residential uses shall comply with the appropriate sign regulations for uses in that category.

2. Pole signs are prohibited in the BD district.

3. Must maintain 6’ pedestrian clearance.

4. Must also follow Colorado Department of Transportation regulations and must be for a single business of 150,000 or more square feet.
ARTICLE 8. ENVIRONMENTAL STANDARDS

8.1 Purpose and Intent.

The purpose of these regulations is to safeguard persons, protect property, prevent damage to the environment and promote the public welfare by:

- Guiding, regulating, and controlling the design, construction, use and maintenance of all stormwater facilities and development, and more specifically to address requirements under the federal Clean Water Act, National Pollution Discharge Elimination System;
- Encouraging the use of low impact stormwater design to reduce public infrastructure, minimize negative impacts to aquifers, and protect the integrity of natural stormwater systems;
- Establishing regulations to protect the form and function of wetlands;
- Limiting the impacts of land grading and clearing;
- Promoting the design and construction of green buildings;

8.2 Floodplain Regulations.

8.2.1 Statutory Authorization. The Legislature of the State of Colorado, has, in Title 29, Article 20, C.R.S., delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses.

8.2.2 Findings of Fact.

8.2.2.1 The flood hazard areas of Timnath, Colorado are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety and general welfare of the public.

8.2.2.2 These flood loses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

8.2.3 Statement of Purpose. It is the purpose of this ordinance is to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

8.2.3.1 Protect human life and health;
8.2.3.2 Minimize expenditure of public money for costly flood control projects;
8.2.3.3 Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
8.2.3.4 Minimize prolonged business interruptions;
Minimize damage to critical facilities, infrastructure and other public facilities such as water, sewer and gas mains; electric and communications stations; and streets and bridges located in floodplains;

Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize future flood blight areas; and

Insure that potential buyers are notified that property is located in a flood hazard area.

Methods of Reducing Flood Losses. In order to accomplish its purposes, this ordinance uses the following methods:

Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

Control filling, grading, dredging and other development which may increase flood damage; and

Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Lands to Which This Ordinance Applied. The ordinance shall apply to all Special Flood Hazard Areas and areas removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F) within the jurisdiction of Timnath, Colorado.

Basis for Establishing the Special Flood Hazard Area. The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "Flood Insurance Study for Larimer County, Colorado and Incorporated Areas," dated February 6, 2013, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance. These Special Flood Hazard Areas identified by the FIS and attendant mapping are the minimum area of applicability of this ordinance and may be supplemented by studies designated and approved by the Town of Timnath. The Floodplain Administrator shall keep a copy of the Flood Insurance Study (FIS), DFIRMs, FIRMs and/or FBFMs on file and available for public inspection.

Establishment of Floodplain Development Permit. A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

Considered as minimum requirements;
8.2.8.2 Liberally construed in favor of the governing body; and

8.2.8.3 Deemed to neither limit nor repeal any other powers granted under State statutes.

8.2.9 Warning and Disclaimer of Liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Area or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town Timnath or any official, Town contracted consultant or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

8.2.10 Designation of the Floodplain Administrator. The Town Engineer is hereby appointed as Floodplain Administrator to administer, implement and enforce the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

8.2.11 Duties and Responsibilities of the Floodplain Administrator. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

8.2.11.1 Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance, including the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and any floodproofing certificate required by Article 4, Section C.

8.2.11.2 Review, approve or deny all applications for Floodplain Development Permits required by adoption of this ordinance.

8.2.11.3 Review Floodplain Development Permit application to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

8.2.11.4 Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

8.2.11.5 Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this ordinance, including proper elevation of the structure.

8.2.11.6 Where interpretation is needed as to the exact location of the boundaries of the Special Flood Hazard Area (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

8.2.11.7 When base flood elevation data has not been provided in accordance with Section 8.2.6, the Floodplain Administrator shall obtain, review and reasonably utilize any Base Flood Elevation data and Floodway data available from a Federal, State or other source, in order to administer the provisions of Section 3.2.14 through 8.2.21.
8.2.11.8 For waterways with Base Flood Elevations for which a regulatory Floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community’s FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.

8.2.11.9 Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, or AH, on the community’s FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision), fulfills the requirements for such revisions as established under the provisions of Section 65.12 and receives FEMA approval.

8.2.11.10 Notify, in riverine situations, adjacent communities and the State Coordinating Agency, which is the Colorado Water Conservation Board, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the FEMA.

8.2.11.11 Ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8.2.12 Permit Procedures. Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to Special Flood Hazard Areas. Additionally, the following information is required:

8.2.12.1 Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

8.2.12.2 Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

8.2.12.3 A certificate from a registered Colorado Professional Engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 8.2.15.2;

8.2.12.4 Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and

8.2.12.5 Maintain a record of all such information in accordance with Section 8.2.11. Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

8.2.12.6 The danger to life and property due to flooding or erosion damage;

8.2.12.7 The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
8.2.12.8 The danger that materials may be swept onto other lands to the injury of others;

8.2.12.9 The compatibility of the proposed use with existing and anticipated development;

8.2.12.10 The safety of access to the property in times of flood for ordinary and emergency vehicles;

8.2.12.11 The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

8.2.12.12 The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

8.2.12.13 The necessity to the facility of a waterfront location, where applicable;

8.2.12.14 The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and

8.2.12.15 The relationship of the proposed use to the comprehensive plan for that area.

8.2.13 Variance Procedures.

8.2.13.1 The Appeal Board, as established by the Community, shall hear and render judgment on requests for variances from the requirements of this ordinance.

8.2.13.2 The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

8.2.13.3 Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

8.2.13.4 The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

8.2.13.5 Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

8.2.13.6 Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 8.2.12 have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

8.2.13.7 Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of Section 8.2.3.
8.2.13.8 Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

8.2.13.9 Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

8.2.13.10 Prerequisites for granting variances:

A. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

B. Variances shall only be issued upon:
   1. Showing a good and sufficient cause;
   2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
   3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

D. C. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

8.2.13.11 Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a Functionally Dependent Use provided that:

A. The criteria outlined in Section 8.2.13.1 through 8.2.13.9, are met; and

B. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

8.2.14 General Standards. In all Special Flood Areas the following provisions are required for all new construction and substantial improvements:

8.2.14.1 All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

8.2.14.2 All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

8.2.14.3 All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
8.2.14.4 All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

8.2.14.5 All manufactured homes shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to the applicable State and local anchoring requirements for resisting wind forces.

8.2.14.6 All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

8.2.14.7 New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

8.2.14.8 On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

8.2.15 Specific Standards. In all Special Flood Hazards Areas where base flood elevation data has been provided as set forth in (i) Section 8.2.6; (ii) Section 8.2.11.7; or (iii) Section 8.2.16, the following provisions are required:

8.2.15.1 Residential Construction - New construction and Substantial Improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one foot above the base flood elevation. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, architect, or land surveyor. Such certification shall be submitted to the Floodplain Administrator.

8.2.15.2 Nonresidential Construction – With the exception of Critical Facilities, outlined in Section 8.2.21 new construction and Substantial Improvements of any commercial, industrial or other nonresidential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that at one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered Colorado Professional Engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. Such certification shall be maintained by the Floodplain Administrator as proposed in Section 8.2.12.

8.2.15.2 Enclosures - New construction and substantial improvements, with fully en-
closed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

Designs for meeting this requirement must either be certified by a registered Colorado Professional Engineer or architect, or meet or exceed the following minimum criteria:

A. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

B. The bottom of all openings shall be no higher than one foot above grade; and

C. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

8.2.15.3 Manufactured Homes - All manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community’s FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing and air condition equipment and other service facilities (including ductwork), are elevated to one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community’s FIRM that are not subject to the provisions of the above paragraph, shall be elevated so that either:

A. The lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are one foot above the base flood elevation; or

B. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

8.2.15.4 Recreational Vehicles - All recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community’s FIRM either:

A. Be on the site for fewer than 180 consecutive days;

B. Be fully licensed and ready for highway use; or

C. Meet the permit requirements of Section 8.2.12, and the elevation and an-
choring requirements for “manufactured homes” in Section 8.2.15.3.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached addition.

8.2.15.5 Prior Approved Activities – Any activity for which a Floodplain Development Permit was issued by the Town of Timnath or a CLOMR was issued by FEMA prior to the date of this ordinance may be completed according to the standards in place at the time of the permit or CLOMR issuance and will not be considered in violation of this ordinance if it meets such standards.

8.2.16 Standards for Subdivision Proposals.

8.2.16.1 All subdivision proposals including the placement of manufactured home parks and subdivisions shall be reasonable safe from flooding. If a subdivision or other development proposal is in a flood-prone area, the proposal shall minimize flood damage.

8.2.16.2 All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Section 8.2.7; Section 8.2.12; and the provisions of Sections 8.2.14 to Section 8.2.21.

8.2.16.3 Base Flood Elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or five acres, whichever is lesser, if not otherwise provided pursuant to Section 8.2.6 or Section 8.2.11, of this Ordinance.

8.2.16.4 All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

8.2.16.5 All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

8.2.17 Standards for Areas of Shallow Flooding (AO/AH Zones). Located within the Special Flood Hazard Area established in Section 8.2.6, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

8.2.17.1 Residential Construction - All new construction and Substantial Improvements of residential structures must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community’s FIRM (at least three feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, architect, or land
surveyor. Such certification shall be submitted to the Floodplain Administrator.

8.2.17.2 Nonresidential Construction – With the exception of Critical Facilities, outlined in Section 8.2.21, all new construction and Substantial Improvements of nonresidential structures, must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community’s FIRM (at least three feet if no depth number is specified), or together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads effects of buoyancy.

A registered Colorado Professional Engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this subsection, as proposed in Section 8.2.12 are satisfied.

Within Zones AH or AO, adequate drainage paths around structures on slopes are required to guide flood waters around and away from proposed structures.

8.2.18 Floodways. Floodways are administrative limits and tools used to regulate existing and future floodplain development. The State of Colorado has adopted Floodway standards that are more stringent than the FEMA minimum standard (see definition of Floodway in Article 10). Located within Special Flood Hazard Area established in Section 8.2.6, are areas designated as Floodways. Since the Floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

8.2.18.1 Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory Floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado Professional Engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a No-Rise Certification) in flood levels within the community during the occurrence of the base flood discharge.

8.2.18.2 If this Section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Sections 8.2.14 through 8.2.23.

8.2.18.3 Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in Base Flood Elevations, provided that the community first applies for a CLOMR and floodway revision through FEMA.

8.2.19 Alteration of a Watercourse. For all proposed developments that alter a watercourse within a Special Flood Hazard Area, the following standards apply:

8.2.19.1 Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and down-
stream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.

8.2.19.2 Channelization and flow diversion projects shall evaluate the residual 100-year floodplain.

8.2.19.3 Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable Federal, State and local floodplain rules, regulations and ordinances.

8.2.19.4 Any stream alteration activity shall be designed and sealed by a registered Colorado Professional Engineer or Certified Professional Hydrologist.

8.2.19.5 All activities within the regulatory floodplain shall meet all applicable Federal, State, and Town of Timnath floodplain requirements and regulations.

8.2.19.6 Within the Regulatory Floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a Floodway analysis and report, sealed by a registered Colorado Professional Engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to the existing conditions Floodway resulting from the project, otherwise known as a No-Rise Certification, unless the community first applies for a CLOMR and Floodway revision in accordance with Section D of this Article.

8.2.19.7 Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.

8.2.20 Properties Removed from the Floodplain by Fill. A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F), unless such new structure or addition complies with the following:

8.2.20.1 Residential Construction – The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill.

8.2.20.2 Nonresidential Construction – The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill, or together with attendant utility and sanitary facilities be designed so that the structure or addition is watertight to at least one foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

8.2.21 Standards for Critical Facilities. A Critical Facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public health and safety or interrupt essen-
tial services and operations for the community at any time before, during and after a flood.

8.2.20.1 Classification of Critical Facilities – It is the responsibility of the Timnath Town Council to identify and confirm that specific structures in their community meet the following criteria. Critical Facilities are classified under the following categories: (1) Essential Services; (2) Hazardous Materials; (3) At-risk Populations; and (4) Vital to Restoring Normal Services.

A. Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities, and transportation lifelines. These facilities consist of:

1. Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and emergency operation centers);
2. Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions, and non-ambulatory surgical structures but excluding clinics, doctors' offices, and non-urgent care medical structures that do not provide these functions);
3. Designated emergency shelters;
4. Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio, and other emergency warning systems, but excluding towers, poles, lines, cables, and conduits);
5. Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and
6. Air transportation lifelines (airports (municipal and larger), helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangers).

Specific exemptions to this category include wastewater treatment plants (WWTP0, non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances.

Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the Timnath Town Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Article, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Timnath Town Council on an as-needed basis upon request.

B. Hazardous materials facilities include facilities that produce or store highly
volatile, flammable, explosive, toxic and/or water-reactive materials. These facilities may include:

1. Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);
2. Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
3. Refineries;
4. Hazardous waste storage and disposal sites; and
5. Above ground gasoline or propane storage or sales centers.

Facilities shall be determined to be Critical Facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the workplace, AND the chemical(s) is stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a Critical Facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the 356 chemicals listed under 40 C.P.R. § 302 (2010), also known as Extremely Hazardous Substances (EHS); or 10,000 pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.P.R. § 1910 (2010). The Environmental Protection Agency (EPA) regulation “Designation, Reportable Quantities, and Notification,” 40 C.P.R. § 302 (2010) and OSHA regulation “Occupational Safety and Health Standards,” 29 C.F.R. § 1910 (2010) are incorporated herein by reference and include the regulations in existence at the time of the promulgation of this ordinance, but exclude later amendments to or editions of the regulations. Specific exemptions to this category include:

1. Finished consumer products within retail centers and households containing hazardous materials intended for household use, and agricultural products intended for agricultural use.
2. Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.
3. Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as Critical Facilities under another category outlined in this Article.
C. At-risk population facilities include medical care, congregate care, and schools. These facilities include:
   1. Elder care (nursing homes);
   2. Congregate care serving 12 or more individuals (daycare and assisted living);
   3. Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children;

D. Facilities vital to restoring normal services including government operations. These facilities include:
   1. Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers);
   2. Essential structures for public colleges and universities (dormitories, offices, and classrooms only).

These facilities may be exempted if it is demonstrated to the Timnath Town Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this ordinance, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Timnath Town Council on an as-needed basis upon request.

8.2.20.2 Protection for Critical Facilities - All new and substantially improved Critical Facilities and new additions to Critical Facilities located within the Special Flood Hazard Area shall be regulated to a higher standard than structures not determined to be Critical Facilities. For the purposes of this ordinance, protection shall include one of the following:

A. Location outside the Special Flood Hazard Area; or

B. Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two feet above the Base Flood Elevation.

8.2.20.3 Ingress and Egress for New Critical Facilities - New Critical Facilities shall, when practicable as determined by the Timnath Town Council, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

8.2.22 Certification. It is hereby found and declared by the Town of Timnath that (i) flooding has occurred in the past within its jurisdiction and will certainly occur within the future; (ii) that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; (iii) in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program; and (iv) in order to effectively remedy the situation described herein,
it is necessary that this ordinance become effective immediately.

8.2.23 Penalty for Noncompliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall be punished as provided in Chapter 1, Article IV of the Timnath Municipal Code.

8.3 Low Impact Stormwater Design.

8.3.1 Low Impact Stormwater Design Required. In order to balance growth needs with environmental protection, reduce municipal infrastructure and utility maintenance costs (e.g., streets, curbs, gutters, sidewalks, storm sewer), reduce stormwater management costs, preserve the integrity of ecological and biological systems, protect water quality by reducing sediment, nutrient, and toxic loads to water bodies, and to preserve trees and natural vegetation, low impact design (LID) is required for all non-residential projects and all residential projects containing more than 10 dwelling units. All projects shall submit a stormwater plan that meets the goals of LID as well as the following criteria.

8.3.2 Low Impact Stormwater Design Criteria. To the maximum extent practicable, natural and vegetated stormwater management systems such as swales, constructed wetlands, and bioretention cells shall be used to manage stormwater and comply with federal and local stormwater regulations. In addition, the following requirements shall be met:

8.3.2.1 All low impact stormwater systems shall meet the intent and specifications as outlined unless otherwise specified in these regulations.

8.3.2.2 All impervious areas shall be designed with the minimum required pavement needed to support their intended uses such as:

A. New streets, whether dedicated to the public or designed as internal drives serving multiple tenant sites, shall be matched to traffic volumes and shall be the minimum required to safely and effectively move traffic as determined by the Town Engineer;

B. Shared parking shall be used whenever practicable and parking space in general is the minimum required to meet the needs of the uses served;

C. Emergency and service vehicle access are designed to reduce duplication;

D. The number of homes per unit of paved area is maximized within residential subdivisions;

E. Permeable materials for overflow parking, trails, and shared use path areas are used where practicable.

8.3.2.3 Curb and guttering that directs the first inch of rainfall to an offsite stormwater conveyance shall be prohibited unless such conveyance is designed to discharge to an adjacent bioretention island or detention pond that has been approved by the Town and is part of an approved stormwater plan.

8.3.2.4 Open space areas set aside in residential cluster developments may be used for onsite treatment of stormwater consistent with an approved stormwater plan.

8.3.2.5 Roof top runoff shall be directed to rain gardens, bioretention areas, or may be
allowed to sheet flow to any acceptable onsite stormwater treatment area as designated on an approved stormwater plan.

8.4 Wetlands.

8.4.1 Purpose. The purpose of these regulations is to protect public health, safety and general welfare by protecting the integrity of wetlands. Wetlands perform important biological and physical functions such as helping to maintain water quality, storing and conveying stormwater and floodwater, recharging groundwater, and providing important wildlife habitat.

8.4.2 Activities Limited. The following activities shall not be permitted within 50 feet of a regulated wetland unless otherwise exempted or preempted by state or federal regulation.

8.4.2.1 Removing, excavating, disturbing or dredging soil, sand, gravel, minerals, organic matter or materials of any kind including oil and gas.

8.4.2.2 Dumping, discharging or filling of any material.

8.4.2.3 Draining, flooding or disturbing the water level or water table.

8.4.2.4 Altering, constructing, reconstructing, or demolishing any structure or infrastructure, including driving pilings or placing obstructions.

8.4.2.5 Destroying or altering wetland vegetation through clearing, harvesting, shading or planting vegetation that would alter the wetland or buffer character.

8.4.2.6 Activities that would result in significant changes in water temperature or physical or chemical characteristics of the wetland or buffer, including water quantity and quality, soil flow, or natural contours.

8.4.2.7 Any other activity potentially or practically affecting a wetland or wetland buffer that is not otherwise exempt from this Code shall be reviewed by the Town Engineer on a case-by-case basis.

8.4.3 Activities Exempted. The following activities are exempt from the requirements of this section.

8.4.3.1 Work such as mowing, maintenance, cleaning, excavation, or repair/replacement of flow control structures of artificially created wetlands intentionally created from non-wetland sites, including but not limited to grass-lined swales, irrigation and drainage ditches, detention facilities, and landscaping features. In those cases where stormwater control structures or devices were previously permitted in regulated wetlands, the only exempt activity shall be allowed and it shall be limited to the minimum necessary to maintain the outlet or inlet structure. If the wetland requires additional work to maintain storage capacity as envisioned per the original permit approval, a report shall be prepared by a qualified wetland specialist that analyzes the extent, type, and function of wetland to determine the extent of the regulated or exempt activity.

8.4.3.2 Work in wetlands unintentionally created as a result of public road, street, or highway construction.

8.4.3.3 Construction of new utility facilities or improvements to existing utility facilities that take place within existing improved rights-of-way or existing impervious.

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8.5 Riparian Buffers and Bank Stabilization.

8.5.1 Riparian Buffer Required. A minimum 50 foot undisturbed vegetated buffer is required along all perennial streams and around all other water bodies including wetlands. A minimum 10 foot undisturbed vegetated buffer is required along all intermittent streams.

8.5.1.1 Exceptions. Ephemeral streams, ditches, and manmade ponds and lakes located outside of natural drainage ways shall not be subject to the provisions of this subsection.

8.5.2 Measurement. The buffer shall be measured landward from the top of bank of streams, the mean high water line of all ponds and lakes, and the upland edge of wetlands.

8.5.3 Permitted Uses and Activities. The following uses and activities shall be permitted by right in all riparian buffers subject to any other conditions required by this Code.

8.5.3.1 Natural or pervious footpaths no more than four feet in width providing a homeowner direct access to the stream or water body.

8.5.3.2 Passive recreational and educational uses that require limited areas of disturbance and minimal impervious surfaces including non-motorized recreational and greenway trails constructed of natural or pervious surfaces located no closer than 25 feet from the stream or water body within existing or planned public or private easements, approved as part of a site specific development plan.

8.5.3.3 Buffer planting that does not require grubbing or grading of more than 100 square feet or the removal of natural cover for more than 48 hours.

8.5.3.4 Stream bank stabilization including live staking and other natural planting techniques to control erosion.

8.5.3.5 Maintenance of plant materials as needed, including pruning, trimming and removal of dead or dying plant materials, including underbrush, invasive plant management, and removal of hazardous trees where owners’ property or adjacent properties, or the health and safety of the general public or employees are in danger of damage or where slope stabilization could be negatively affected where otherwise consistent with the requirements of this Code.

8.5.3.6 Maintenance, operation and reconstruction of existing roads, streets, railroad lines, utilities and associated structures undertaken pursuant to best management practices, provided activities shall not increase the impervious area by more than 200 square feet and disturbed areas are restored to an acceptable usable condition as required by the Town Engineer.

8.5.3.7 Normal maintenance, repair and reconstruction of private or publicly-owned structures undertaken pursuant to Town Engineer approved best management practices; provided, that reconstruction of any structures shall not significantly impact the performance of buffers, and shall not increase structural footprint.

8.5.3.8 Site investigation work and studies necessary to prepare land use applications, including soils tests, water quality studies, wildlife studies and similar tests and
investigations; provided, that any disturbance of the buffer shall be the minimum necessary to carry out the work or studies.

8.5.3.9 Education activities, scientific research, and outdoor recreational activities, including but not limited to, interpretive field trips, bird watching and hiking and associated interpretive signage that will not have a significant effect on the buffer.

8.5.3.10 Emergency activities that are required due to acts of nature or emergency utility repairs that are necessary to prevent an immediate threat to public health, safety or property.

8.5.3.11 Minor activities such as invasive plant management; snagging of dead, dying, or diseased vegetation; and removal of hazardous trees where owners’ property or adjacent properties, or the health and safety of the general public or employees are in danger of damage or where slope stabilization could be negatively affected that are determined by the Town to have minimal impacts to buffers or water features.

8.5.4 Prohibited Uses and Activities. Any use or activity not expressly permitted by 8.5.3 shall be prohibited.

8.5.5 Protection During Development and Construction. Existing vegetation in riparian buffers shall be protected during all development and construction activities unless expressly permitted by the Town for removal. Buffers shall be effectively demarcated in the field to prevent accidental disturbance. The drip line of trees within the buffer shall be protected even when they lie outside the minimum buffer and shall be included in the demarcated area. The method of demarcation shall be approved by the Town and must at minimum be consistent with generally accepted best management practices.

8.5.6 Stormwater Discharge. No stormwater shall be directly discharged into a jurisdictional wetland without onsite pretreatment.

8.5.7 Use of Natural Stream bank and Shoreline Stabilization Required. Unless otherwise approved by the Town Engineer, only natural stream bank and shoreline stabilization may be used along any perennial stream or water body. Natural stabilization includes bioengineering techniques such as live staking, root wads, tree revetments and the limited, strategic use of large rocks. Loose gravel, sand, rip rap, wire mesh and similar materials not commonly used in bioengineering shall not be used.

8.6 Grading and Clearing.

8.6.1 Permit Required. No lot shall be graded or disturbed prior to issuance of a Land Development Permit.

8.6.2 Area Limited. Clearing and grading shall be limited to that portion of a lot or development tract for which a valid building permit has been issued or for which a final plat has been approved.

8.6.3 Stabilization Required. All lots or tracts cleared or graded shall be stabilized with man-made or vegetative cover as required by the landscaping provisions of this Code.

8.6.4 Activities Exempted. Any activities related to commercial tree harvesting, bona fide agricultural operations, and the creation or extension of public infrastructure or other activ-
ities occurring within a public right-of-way for which a Land Development Permit is not required shall not be subject to the grading and clearing regulations, but shall meet any and all other applicable regulations contained within this Code.

8.7 Green Development, Infill, and Grayfield Development.

8.7.1 Purpose. The Town encourages the creation of green development, infill development and grayfield development and establishes incentives for such in order to:

- Promote energy independence
- Conserve natural resources
- Encourage clean energy
- Improve environmental quality
- Maximize public investment and minimize public cost
- Reduce sprawl and greenfield development

8.7.2 Eligibility. As used in this Section, green development shall mean any one or a number of sustainable land development or building construction practices certified by the US Green Building Council or comparable organization approved by the Town. Infill development shall mean the location of new development on parcels, whether or not previously developed, that are surrounded on two or more sides by existing development or development-related infrastructure. Grayfield development is a particular type of infill development that occurs on previously developed parcels that are underused, obsolete, or in a state of disrepair or decline.

8.7.3 Applications and Review. Developers, homeowners and contractors may apply for one or more of the following incentives. The Director shall review each application and shall determine whether or not the project is eligible for these incentives. Applications shall be submitted prior to construction.

8.7.4 Incentives Available. The following incentives shall be available for eligible projects as noted.

8.7.4.1 Density Bonus. All eligible residential developments shall be granted a density bonus equal to 130% of the maximum dwelling units per acre permitted in the zoning district in which they are located. All eligible non-residential and mixed use buildings shall be granted a density bonus equal to 130% of the maximum floor area ratio permitted in the zoning district in which they are located. In no case shall such bonuses permit the building or development to encroach upon any required buffer or open space; however, minimum setbacks may be reduced by up to 20% to accommodate the increased density.

8.7.4.2 Fee Waiver. All fees related to land development approval shall be waived for all eligible development.
ARTICLE 9. HISTORIC PRESERVATION

9.1 Intent.

It is hereby declared to be a matter of public policy that the protection, enhancement, perpetuation and use of structures, land and districts of historical, architectural or geographic significance, located within the Town, is in the public interest. (Ord. 10-2002)

9.2 Definitions.

9.2.1 “Alter” or “Alteration” means the act or process of changing one or more of the exterior architectural features of a designated structure or district.

9.2.2 “District” means any structure(s), improvement(s), or group of structures or improvements and the surrounding environs.

9.2.3 “Site” means a structure, parcel of land, or district. (Ord. 10-2002)

9.3 Commission Established.

9.3.1 The Town Planning Commission shall serve as the Timnath Historic Preservation Commission (the “Commission”).

9.3.2 Powers and Duties.

9.3.2.1 The Commission shall review from time-to-time the criteria for designation of historic sites as set forth in this Code, and shall make recommendations to the Town Council for amendments.

9.3.2.2 The Commission shall approve application forms, and shall review applications for designation of sites as being historic pursuant to this Code, and shall make recommendations to the Town Council as to whether they should designate the site described in the application for such designation. (Ord. 10-2002)

9.4 Standards for Designation of Sites for Preservation.

In order to qualify for designation as an historic site pursuant to this Code, the Commission must determine that it has historic significance due to one or more of the following factors:

9.4.1 It has character, interest or value, as part of the historical development, heritage or culture of the community, state, or nation.

9.4.2 Its location is a site of a significant historic event.

9.4.3 Its identification with a person or persons who significantly contributed to the culture and development of the Town.

9.4.4 Its exemplification of the cultural, economic, social, or historic heritage of the Town.

9.4.5 Its portrayal of the environment of a group of people in an era of history characterized by a distinctive architectural style.

9.4.6 Its embodiment of distinguishing characteristics of an architectural type or specimen.
9.4.7 Its identification as the work of an architect or master builder whose individual work has influenced the development of the Town.

9.4.8 Its embodiment of the elements of architectural design, detail, materials, or craftsmanship that represent a significant architectural innovation.

9.4.9 Its relationship to other distinctive areas that are eligible for preservation according to a plan based on an historic, cultural, or architectural motif.

9.4.10 Its unique location or singular physical characteristic representing an established familiar visual feature of a neighborhood or of the Town. (Ord. 10-2002)

9.5 Designation of Historic Sites.

9.5.1 Recommendations for designation of historic sites. Pursuant to the procedures set forth in this Code, the Commission may make written recommendation to the Town Council that a site be designated as an historic site for preservation, meeting the criteria set forth in this Code. Each such recommendation shall include a description of the characteristics of the site which justify its designation and shall include a legal description of the site. The recommendation may indicate alterations that would have a significant impact on, or be potentially detrimental to, the historic features of the site. Any such designation shall be in furtherance of and in conformance with the purposes and standards of this Code.

9.5.2 Procedures for Designating Historic Sites.

9.5.2.1 Applications. Applications for designation of historic sites must be made to the Town staff on forms provided by the Town. Applications shall be made only by the owners of one hundred percent of the site for which the application is submitted.

9.5.2.2 Staff review. The Town staff shall review applications for designation of historic sites for content and for completeness. The staff shall, within thirty days of receipt, forward complete applications and staff recommendations to the Commission.

9.5.2.3 Commission review. The Commission shall consider and act upon applications at regularly scheduled or special meetings within thirty days of receipt of staff recommendations. The Commission shall approve, approve with conditions, or disapprove applications, and shall immediately forward notice of their decisions to the Town Council. In the event of failure of the Commission to act in a timely manner, the Town Council may proceed without a Commission recommendation.

9.5.2.4 Town Council action. Within 30 days of action by the Planning Commission, the Town Council shall by resolution approve or modify and approve, or shall disapprove the proposed historic designation.

9.5.2.5 Withdrawal of applications. Prior to action on applications by the Town Council, applicants may withdraw applications by submitting a written request to the Town Clerk.

9.5.2.6 Recording. The resolution designating a site as a local historic landmark shall be recorded in the records of the County Clerk. (Ord. 10-2002)
9.6 Limitation on Resubmission and Reconsideration.

Whenever the Town Council disapproves an application for historic designation, or whenever an owner withdraws an application, no person shall submit an application for the same site within one year of the disapproval or withdrawal. (Ord. 10-2002)

9.7 Amendment of Designation.

Designation of an historic site may be amended to add features or property to the site according to the application process described in this Code for new designations. (Ord. 10-2002)

9.8 Alteration of a Designated Historic Landmark.

All modifications to designated historic landmarks shall be done in conformance with the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as published by the U.S. Department of the Interior, National Park Service. (Ord. 10-2002)

9.9 Notification of Intent to Alter a Designated Historic Landmark.

Any owner filing an application for designation of a site shall, as a part of the application, agree that any time after a site is designated as an historic site to notify the Town Clerk of the owner’s intention to alter, demolish, move or remove the site and provide plans for the work at least 30 days prior to beginning such work. This notification requirement shall run with the land and shall bind successors and assigns. The Clerk shall, upon receipt, forward the notification and plans to the Commission for review. The Commission shall review the plans and may advise the owner on the potential affect of the plans on the historic designation. The Commission may forward a recommendation to the Town Council that, based on the plans, the historic designation be modified or revoked. (Ord. 10-2002)

9.10 Revocation of Designation.

The Town Council may by resolution revoke or modify the designation of a site, after 15 days notice to the owner and after public hearing, if any of the following conditions exist:

9.10.1 If any owner of a designated site fails to provide notification as required in this Code, or if alterations to the site will significantly alter the historic character of the site;

9.10.2 If an owner of a designated historic site submits a written request to the Town for revocation of a historic designation;

9.10.3 If the Commission makes a recommendation for modification or revocation based on an owner’s written intent to alter a designated historic site; or

9.10.4 If modifications are made to an historic landmark that are found by the Commission to not be in accordance with the standards specified in this Code. (Ord. 10-2002)
ARTICLE 10. ANNEXATION

10.1 Purpose.

The purpose of this Article is to establish a procedure to bring land under the jurisdiction of the Town in compliance with the Colorado Municipal Annexation Act of 1965, as amended (the "Act"). This Article, in part, provides supplemental requirements for annexation pursuant to the Act, and is not to be construed as altering, modifying, eliminating or replacing any requirement set forth in that Act, or any requirements set forth in other portions of the Town Municipal Code. In the event of a conflict between the Act, the provisions of this Article or any requirements set forth in other portions of the Town Municipal Code, it is the expressed intent of the Council that the more stringent provision shall control.

10.2 Statement of Policy and Review Criteria.

It shall be the general policy of the Town with respect to annexations, the annexation application, and the consideration of annexation petitions that:

10.2.1 The Town shall have the sole discretion in the annexation of territory to the Town and the Town is under no obligation to approve any annexation petition.

10.2.2 The land to be annexed and the uses proposed for the land shall conform to the goals, policies and strategies of the Town of Timnath Comprehensive Plan and to the land uses depicted on the Proposed Land Use Map, as amended.

10.2.3 Certain public facilities, land, and amenities are necessary and must be constructed and dedicated as part of any territory annexed to the Town in order that the public needs may be served by such facilities. These include, but are not limited to, easements, arterial streets, bridges, public parks and recreation areas, water and sanitary sewer facilities, school sites, fire and police station sites, and storm drainage facilities. The annexation of lands to the Town shall be shown not to create any additional cost or burden on the then-existing residents of the Town to provide such public facilities in any newly annexed area.

10.2.4 The petitioner for annexation shall be responsible for paying the Town's full cost for processing the annexation applications and petition, from initial discussion with Town staff before submittal of the application, through the effective date of the annexation, and recording of the final annexation documents.

10.2.5 Annexation shall not divide tracts of land in such a way as to prevent annexation of adjoining parcels. (For example, leaving an unincorporated gap or a strip of land between property to be annexed and the adjoining property.)

10.2.6 All subsurface (non-tributary) water rights shall be deeded to the Town at the time of annexation.

10.2.7 The property owner shall have complied with the Annexation Application requirements of this Article prior to submitting an annexation petition.

10.2.8 Zoning of property being annexed shall occur concurrently with annexation and be consistent with the Town of Timnath Comprehensive plan.
10.2.9 The property owner and the developer, if any, shall enter into an annexation agreement with the Town to address the matters described in this Article and any variations to the application of this Code for development of the property to be annexed.

10.3 Annexation Process Summary.

The annexation process is as follows:

10.3.1 Pre-application conference.
10.3.2 Annexation application.
10.3.3 Evaluation by the Town of the feasibility of annexation.
10.3.4 Negotiation of an annexation agreement.
10.3.5 Annexation Petition.
10.3.6 Resolution of Substantial Compliance and public hearing set.
10.3.7 Annexation Impact Report prepared by the Town, if required.
10.3.8 Planning Commission review and recommendation, public hearing on zoning.
10.3.9 Council annexation hearing and consideration of annexation agreement and zoning, and final decision on annexation ordinance.

10.4 Pre-application Conference.

Annexation Pre-Application Conference. The application process begins with a pre-application conference among the property owner, the Mayor and designated Town staff members to review procedures and requirements, to discuss the intended use of the property, and to identify issues that are apparent at that time and relevant to the annexation. Following this informal meeting, the applicant may submit the Annexation Application as described in this Article, the completed Annexation Application form, maps and supporting documents.

10.5 Annexation Application.

10.5.1 Annexation Application. Following the Pre-application Conference, property owners wishing to proceed with the Annexation process shall submit an Annexation Application as defined in this Article to the Town prior to submitting a petition for annexation. Such application provides an opportunity for the Town to evaluate with the applicant the impacts on the Town of annexing the property identified in the application and to negotiate an Annexation Agreement. The Annexation Application shall include the following.

10.5.1.1 The name, street address, e-mail address, and phone number of the applicant on a completed application form supplied by the Town.

10.5.1.2 A written legal description and map of the property and its surroundings.

10.5.1.3 Requested zoning classification for the property.

10.5.1.4 Known hazards, if any, that may be present due to the topography, geology, or hydrology of the property, and any environmental issues.
10.5.1.5 Annexation assessment report. Using information available at this stage of the development process, the application is to be accompanied by a narrative report assessing the effect of the proposed annexation upon the community and existing services and facilities. It shall detail the possible need for any expansion of those services and facilities to accommodate the development proposed for the property being annexed. The narratives shall be one or more paragraphs in length, and adequate to explain the needs, concepts and proposed solutions for each of the following.

A. An assessment of the community needs for the proposed annexation and land use.

B. The economic impact to the Town of the proposed annexation. This is to include an analysis of short-term and long-term revenues to the Town to be generated by the development, short-term and long-term expenses of the Town likely to be incurred as a result of the annexation and development, and proposals to mitigate any negative impacts.

C. The school impact including an estimated number of students to be generated by development of the property, capital construction required to educate the students, and proposals to mitigate any negative school impacts.

D. The source of water, both potable and nonpotable, and sanitary sewer systems anticipated to serve the property, including a description of any regional facilities that must be constructed or upgraded to serve the development on the property.

E. The impact on the existing transportation system and proposals to mitigate any negative transportation impacts upon the community (arterial and collector street improvements, intersection improvements, intersection signalization, alternative modes of transportation, etc.)

F. The impact of the proposed development on the existing storm drainage system and proposals to mitigate any negative drainage impacts upon the community (historic rainfall drainage patterns, detention and retention areas, storm sewer requirements, discharged irrigation ditches, floodways and floodplains, etc).

G. The impact of the proposed development on law enforcement in Timnath and proposals to mitigate any impact upon the existing law enforcement services (special security needs, additional officers required, additional equipment requirements, etc.).

H. The impact of the proposed development on the Poudre Fire Protection Authority and proposals to mitigate any impact upon the existing fire protection services (special fire hazards, fire prevention, fire detection, emergency access, additional equipment requirements, additional manpower requirements, additional fire stations, etc.).

I. The impact of the proposed development on the Town park facilities and recreation programs and proposals to mitigate any impact upon the existing facilities and programs.

J. The impact of the proposed development on the environment of the Town and proposals to mitigate any negative impact (identify environmentally...
K. The short-term and long-term economic development potential for the property (numbers of jobs to be created, sales and use tax generation, property tax generation, utility revenue generation, incentives to be offered, etc.).

L. The **compatibility** of the proposed development with the street master plan as depicted by the Transportation Map contained in the Town Comprehensive Plan and proposals for mitigating any negative impact.

M. The compatibility of the proposed development with the Town Comprehensive Plan and any plan amendments that may be necessary for the proposed development.

N. The compatibility of the proposed development with the Town Land Use Code and any deviations in setbacks, space requirements, and permitted uses that may be required for the proposed development.

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

10.5.1.6 A development concept map, describing the desired use of the property after annexation.

10.5.1.7 An outline of any known terms proposed for the Annexation Agreement.

10.5.1.8 Any other subjects pertinent to the property requiring inclusion in the annexation agreement between the Town and the applicant.

10.5.1.9 Application Fee as provided in Chapter 4 of this Code.

10.5.1.10 Authorization from the owners of private property within the property being annexed that the applicant has the right to negotiate an annexation agreement and submit an annexation to the Town or a statement that the annexation will be subject to an election.

10.5.2 **Deposit for Professional and Administrative Costs.** At the time of filing an Annexation Application, the applicant shall make a deposit pursuant to Article 1 of this Code, sign a statement agreeing to replenish the deposit by the amount withdrawn each month, and agree to pay all additional reasonable costs incurred by the Town pursuant to Article 1 of this Code. Any amount not expended will be refunded after the Annexation process is completed.

10.5.3 **Town Evaluation of Annexation Application.** Town Staff shall analyze the feasibility of annexing the proposed property, such analysis including but not limited to, the ability to serve with streets, water; sanitary sewer; storm sewer; parks and recreation, schools, law enforcement and fire protection. The analysis shall also consider the following: compliance with the Town’s Comprehensive Plan, codes and policies; sources of revenue from the property; the Town’s costs to serve development proposed for the property; and any other related matters.

10.5.4 **Annexation Agreement.** The Town Staff and the property owner(s) shall negotiate an Annexation Agreement, addressing the items of concern in the Town Staff evaluation, issues of concern to the owner of the property being annexed, and other applicable require-
ments of this Code. The draft agreement acceptable to the property owner shall accompany any annexation petition filed with the Town. Annexation Agreements shall not override processes subsequent to Annexation for which public hearings are required.

10.5.5 Council Review. The Town Staff shall submit its evaluation of the Annexation Application and a draft Annexation Agreement to the Council for its review and comment at a meeting of the Council as soon as reasonably possible following completion of negotiations on the draft Annexation Agreement. Comments received from the Council shall guide revisions to the Annexation Agreement to be submitted for consideration with the Petition.

10.6 Annexation Petitions.

10.6.1 Following review and comment by the Council of the Annexation Application and the draft Annexation Agreement, the owner may prepare and submit to the Town Clerk an Annexation Petition with the required as indicated on the checklist provided by Town Staff. Any forms or letters requiring signatures shall have one original signed and dated in blue ink. The Annexation Petition shall be accompanied by:

10.6.1.1 Cover letter. A cover letter addressed to the Council, introducing the applicant(s) to the Council, requesting annexation of the petitioner's property and describing in general terms the development plans for the property, if it is annexed.

10.6.1.2 Petition for annexation. A Petition for Annexation, in a form acceptable to the Town Attorney and complying with the requirements of the Act. The Town may provide a standard form petition. The Petition shall be signed by 100% of the owners of the private property described in the Petition.

10.6.1.3 Annexation map. The annexation map shall be signed and sealed by the registered land surveyor or engineer preparing the map, or under whose supervision the annexation map was prepared. The annexation map(s) shall comply with the technical drawing requirements contained in Article 1 of this Code and the Annexation Map Technical Standards listed in this Article.

10.6.1.4 Concept plan map. The concept plan map(s) shall comply with the technical drawing requirements contained in Article 1 of this Code and the Concept Plan Map Technical Standards listed in this Article.

10.6.1.5 Title commitment. If the legal description of the property of the title commitment does not match the legal description shown on the annexation map, the title company shall certify the ownership of all property not within the title commitment but included on the annexation map.

10.6.1.6 Property tax statement. A copy of the prior year's property tax statement for all property to be annexed.

10.6.1.7 Public hearing notification envelopes. In addition, the applicant shall provide such envelopes for the Larimer County Commissioners, County Attorney, and Poudre Valley School District.

10.6.1.8 Surrounding and interested property ownership report.

10.6.1.9 Statement of conformance to the Comprehensive Plan. A narrative of how the project conforms to the goals, policies and strategies identified in the Compre-
hensive Plan.

10.6.1.10 Water rights. A "Water Rights Report" for the property prepared by a qualified water engineer or water attorney detailing the water rights appurtenant to and severed from the property to be annexed and their historical use. The report must include both surface (tributary) and subsurface (non-tributary and non-tributary groundwater). The applicant shall provide to the Town a signed warranty deed(s) for sufficient water rights as defined by the Town Engineer and in a form acceptable to the Town Attorney to provide the domestic needs of property to be developed as a result of the annexation. In addition the applicant shall provide to the Town a signed standard form warranty deed for the transfer of all subsurface (non-tributary) water rights to the Town. The timing and form of required water rights dedication may be modified in the Annexation Agreement.

10.6.1.11 Petition for zoning of property to be annexed. The petitioner must submit a completed Rezoning Petition form, a Zoning Map for the property, a zoning amendment map amending the official zoning map, and the application and recording fees.

10.6.1.12 Fees. Annexation Petition Filing and Application Fees as provided in this Code.

10.6.2 Upon receipt of the Annexation Petitions and accompanying documents, the Petition shall be processed and considered as follows:

10.6.2.1 Annexation petition certification and completion. The petition for Annexation, Annexation Agreement, Zoning Petition, and all other documents submitted shall be reviewed by Staff for completeness and compliance with the provisions of the Act and of this Code. The applicant shall be notified within a reasonable time of any deficiencies or inadequacies in the materials submitted. An incomplete submission shall not be processed, nor referred to the Council for a determination of substantial compliance.

10.6.2.2 Annexation petition referral to Council. Upon the staff's determination that the petition and supporting documentation are complete and in compliance with provisions of the Act, and of this Code, the Town Clerk shall refer the Petition and the Annexation Agreement to the Council.

10.6.2.3 Council determination of substantial compliance. The Council shall consider at a regular or special meeting whether the petition is in substantial compliance with applicable provisions of the Act.

A. If the petition is found to be in substantial compliance with the Act, the Council may, by the adoption of a Resolution of Substantial Compliance, set the annexation and zoning for public hearing as provided in the Act.

B. If the petition is found to not be in compliance with the Act, no further action shall be taken, except that such findings shall be made by resolution of the Council.

10.6.2.4 Notice of public hearing. After adoption by the Council of a Resolution of Substantial Compliance, the Town Clerk shall provide notice of the public hearing as provided in the Act and this Code.

10.6.2.5 Annexation impact report. The Town shall prepare an Annexation Impact Re-
port for annexations in excess of ten acres in size, unless such report is specifically waived by Larimer County.

10.6.2.6 Planning Commission review and recommendations.

A. The Planning Commission shall consider the petition for annexation at a regular or special meeting to be held prior to the date of the public hearing before the Council. The Planning Commission shall give notice and hold a public hearing on the zoning of the property as provided by this Code.

B. The Planning Commission, upon the conclusion of the meeting at which they consider the annexation petition, shall by resolution recommend approval of the petition for annexation with or without conditions, or recommend denial.

C. The Planning Commission shall conduct a Public Hearing and consider the zoning petition according to the procedures set forth in this Code.

10.6.2.7 Council public hearing and action on the annexation and zoning. The Council shall hold a public hearing on the petition for annexation and zoning. The petitioners shall present evidence in support of the petition for annexation and zoning. Staff shall testify as to the elements required by statute to be present for annexation and any comments received from governmental entities affected by the annexation. Any person may appear at the hearing and present evidence on any matter related to the annexation petition as determined by the Council. The Council may continue the hearing to another date without additional notice as provided by the Act. At the conclusion of the public hearing, the Council shall adopt a resolution containing the findings of fact and conclusions, including:

A. Whether or not the requirements of the Act and this Code have been met;
B. Whether or not the Annexation Agreement is acceptable to the Town;
C. Whether or not additional terms and conditions are to be imposed; and
D. Whether or not an election is required, either as result of a petition for election or the imposition of additional terms and conditions.
E. If the Council is not going to proceed to annex the property, either because the petition does not comply with the Act or this Code, or for any other reason, the Council shall terminate the proceedings and deny the petition.

10.6.2.8 Findings. If the Council finds that:

A. The annexation is in compliance with the requirements of the Act and this Code;
B. That an election is not required under the Act; and
C. No additional terms and conditions are to be imposed;

The Council may annex the land and approve the Annexation Agreement by ordinance without election. The zoning of the property shall be considered by separate ordinance.

10.6.2.9 Zoning. The Council may consider and act upon the Zoning petition as provided in this Code.
10.7 Annexation Map Technical Standards.

The annexation map shall be prepared by or under the supervision of a registered professional land surveyor licensed with the State of Colorado. The annexation map shall conform to the following drafting standards and contain the following information. It shall be a neat, clear, permanent, legible and reproducible document. Inaccurate, incomplete or poorly drawn maps shall be rejected.

10.7.1 The final annexation map shall be an original drawing on 24" x 36" flat sheet(s) of mylar film with a uniform thickness of not less than .003 of an inch, using only permanent black ink that will adhere to drafting films, or a computer generated reproduction of the original drawing. A margin line shall be drawn completely around each sheet leaving a margin at least one-half (½) inch on three sides and a margin at least two (2) inches on the left (short) side, entirely blank. Unless otherwise specified, text and numbers are to be large enough to be clearly legible at the scale drawn.

10.7.2 The annexation map shall be drafted at a scale that best conveys the detailed survey, and confines the drafting error to less than one (1) percent. Acceptable scales are 1"=50' or 1"=100' and for annexations exceeding one hundred (100) acres, 1"=200'. In special instances another scale may be approved by the Town. When an annexation requires multiple sheets, an index shall be provided that delineates the boundaries and identify each sheet number. The scale of a composite map may be different from the individual sheets, as approved by the Town. A “title sheet” containing the certifications and signature blocks shall be provided in the event that the annexation map sheet is too crowded.

10.7.3 The title shall be centered at the top of the sheet along the long dimension of each sheet shall include the name of the proposed annexation. A general legal description stating the section, township, range, 6th P.M., Town of Timnath, Larimer County, Colorado, shall be included under the name. On the title sheet (Sheet #1), under the general legal description, include the total acreage. Annexation names may not duplicate existing annexation names.

Example:

NEW ANNEXATION
TO THE TOWN OF TIMNATH, COLORADO
A Part of the E/2 of Section 23, Township __ North,
Range __West, __th P.M., Town of Timnath, Colorado
xx.xx Acres

10.7.4 There shall be a title block in the lower right-hand corner, or along the right-hand margin that contains the name, address and telephone number of the land owner, the developer, and the engineer or surveyor preparing the drawing, an appropriate title for the drawing, the preparation date, sheet number, the preparer's project identification numbers, revision dates, draftsman's initials, and the electronic drawing file name (matching the Auto-CAD drawing file provided to the Town).

10.7.5 Adjacent to the title block, in the lower right-hand corner, there shall be a legend block which shall include a description of lines, points and symbols, a double-headed north arrow designated as true north and a written and graphic scale.

10.7.6 Adjacent to the right margin, or in a column to the right of the center of the title page if the page is crowded, there shall be the Town's standard statement of ownership containing a
written metes and bounds legal description of the land to be annexed (including the full width of abutting roadways not already within the Town) followed by the owner's signature block(s) and notary block(s), one for each owner or mortgagee.

10.7.7 Immediately following the ownership certificate, there shall be the Town's standard Surveyor's certificate, signed, dated and sealed by a licensed surveyor or engineer.

10.7.8 Immediately following the Surveyor's certificate, there shall be the Town's standard certificate blocks for the Planning Commission and Council.

10.7.9 Immediately following the Council's approval certificate, there shall be the Town's standard recording certificate block for the Larimer County Clerk and Recorder.

10.7.10 All certificate blocks shall be used or adapted from the Timnath Subdivision Regulations, or as otherwise provided by the Town.

10.7.11 A vicinity map that depicts the area to be annexed lands within a two-(2) mile radius superimposed on a current USGS Topographical Map, shall be placed on the left side of annexation map, outside the boundary of the area being annexed, or on the left side of the title sheet.

10.7.12 The annexation map drawing shall contain the following:

10.7.12.1 The outline of area to be annexed with boldest line.

10.7.12.2 Book, page, map number, etc., and place where all references are publicly recorded.

10.7.12.3 All recorded and apparent rights-of-way lines and names of roads both within and adjacent to the boundary, including right-of-way widths at each leg of an intersection, at the point of curve and point of tangent, at dead ends and at angle points; and right-of-way lines with accurate bearings and dimensions including chord lengths and bearings, central angles and radii of all curves. Whenever the centerline of a road has been established or recorded, the date and recording information shall be shown on the Annexation Map.

10.7.12.4 The contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the area proposed to be annexed.

10.7.12.5 Section, quarter section, and other monument corners ties to section corners and to the State grid, if available, which show dimensions of all primary boundary survey control points with complete monument and location descriptions, all parcel lines showing dimensions with lengths, bearings, and curve data, including chord lengths and bearings, basis of bearings and relation to true meridian and similar data. Only circular curves shall be used. No spirals, parabolas, etc. shall be used. All dimensions are to be shown to the nearest 0.01' or in the case of degrees, to the nearest second. An accuracy of 1:50,000 (second order) minimum for linear and angular (bearing) closure shall be required for the boundary.

10.7.12.6 A description of all monuments, both found and set, which mark the boundaries of the property and of all control monuments used in conducting the survey.

10.7.12.7 The location of each ownership tract in unplatted land, and, if part or all of the area is platted, the boundaries and plat numbers of plots or of lots and blocks. All internal lots, tracts, or parcels shall have a closure accuracy of 0.01'.
10.7.12.8 The names and locations of all abutting subdivisions. The locations of all abutting unplatted parcels and public lands shall be depicted and designated as such.

10.7.12.9 The purpose, widths, location (with fine dashed lines) and ownership of all easements and all abutting easements, including but not limited to utility, oil and gas gathering and transmission lines and irrigation ditches (fee or prescriptive). If any easement already of record cannot be definitely located, a statement of its existence, the nature thereof and its recorded reference must appear on the title sheet. The widths of all easements and sufficient data to definitively locate the same with respect to the parcel to be annexed must be shown. All easements must be clearly labeled and identified. If an easement shown on the annexation map is of record, its recorded reference must be given.

10.7.12.10 Lines, names and descriptions on the annexation map which do not constitute a part of the annexation, depicted in dashed or screened lines. Any area enclosed by the annexation, but not a part thereof, shall be labeled “Not a Part of This Annexation.”

10.7.12.11 100-year floodplains, all existing and proposed watercourses, retention and detention areas, wetlands, aquifer recharge areas, streams, lakes, or inlets on the affected property.

10.7.12.12 Length and bearing of all lines described in the written description.

10.7.12.13 Section numbers, quarter section quadrants, township and range lines, and label each.

10.7.12.14 All lines, calls, arcs, etc., described in written description.

10.7.12.15 Ellipse around each location where a detail drawing will be provided, and provide designation for each detail such as “See Detail A.”

10.7.12.16 “Point of Beginning” in bold letters with an arrow.

10.7.12.17 Show “True Point of Beginning” with bold letters and arrow, when appropriate.

10.7.12.18 A map note indicating the total perimeter of the annexation boundary, the contiguous length to the existing Town boundary and the length representing one-sixth (1/6) of the total annexation boundary perimeter.

10.8 Concept Plan Map Technical Standards.

The concept plan map shall be a neat, clear, permanent, legible and reproducible document.

10.8.1 Paper copies of the concept plan map(s) shall be blueline or black line copies of the original, folded to 12" x 9" size. The applicant shall also provide paper 11" x 17" and 8½" x 11" reductions of the concept plan map(s).

10.8.2 The concept plan map drawing shall contain the following:

10.8.2.1 The boundary of the area to be developed;

10.8.2.2 A written legal description of the area to be developed;
10.8.2.3 The general location of each proposed land use on the property and the percentage of the whole for each use. General location of land uses may be shown as irregular graphic shapes depicting the approximate size and relationship to adjacent land uses. A table shall be used to list densities and land use by type, including the area of each, the density of residential development and the maximum and minimum lot sizes, and the maximum square footage of commercial and industrial buildings and the maximum and minimum lot sizes;

10.8.2.4 Existing and proposed arterial and collector streets and their relationship to the principal land uses on the site;

10.8.2.5 Existing and proposed major utility lines or facilities and their relationship to the principal land uses on the site;

10.8.2.6 Contour lines at 10 foot intervals, except when there are significant geographical features on the land and a different interval is determined to be more appropriate; and

10.8.2.7 Significant natural or manmade features on the site and contiguous to the property, including but not limited to, bluffs, tree galleries, lakes and ponds, irrigation ditches, watercourses and wetlands.

10.8.3 An AutoCAD™ drawing file (release 12 or higher) of the concept plan map(s) and title sheets and all fonts used, shall be provided on IBM formatted compact or zip disk, or by other acceptable electronic transfer.

10.9 Minor Annexation.

10.9.1 Definition. An annexation to the Town of Timnath of a parcel of 10 acres or less and upon which will be permitted no more than one single family dwelling unit with a maximum of one additional mother-in-law apartment. The zoning upon annexation of the parcel shall be R-1 or B and only for the current existing use(s).

10.9.2 Pre-application Conference. The application process begins with a pre-application conference between the property owner and Town Staff to review procedures and requirements, and to identify relevant issues.

10.9.3 Petition Phase.

10.9.3.1 Upon completion of the Preapplication Conference, the owner may proceed to submit an annexation petition. Any forms or letters requiring signatures shall have one original signed and dated in blue ink. Following staff review and notice of acceptance for referral to the Council, the applicant shall provide 20 copies of the selected documents as directed by staff. The annexation petition submission shall include:

A. Petition for annexation. One (1) original and four (4) copies of a petition for annexation, in a form acceptable to the Town Attorney and complying with the requirements of the Municipal Annexation Act, C.R.S. § 31-12-101 et seq. (the “Act”). The petition shall be signed by 100% of the owners of the property, exclusive of streets and alleys, described in the petition.

B. Annexation Map. One (1) original and twenty (20) paper copies of the area to be annexed. The map must be reproducible at standard paper sizes. See,
Subsection D for map technical standards.

C. **Title commitment** showing legal description of the property to be annexed is owned by the petitioners.

D. Property tax statement. A copy of the prior year's property tax statement for the property to be annexed.

E. Water rights. A “Water Rights Report” detailing the water rights appurtenant to and severed from the property to be annexed and their historical use. As a condition of annexation, the owner shall provide to the Town a signed standard form warranty deed for the transfer of all non-tributary water rights to the Town.

F. The name, street address, e-mail address, and phone number of the applicant on a completed Land Use application form supplied by the Town;

G. A vicinity map showing the property and its surroundings;

H. Water and sewer service. Using available information, a report identifying the source of water, both potable and nonpotable (if any), and sanitary sewer systems anticipated to serving the property; and

I. Application fee of $500.00.

10.9.3.2 Annexation agreement. Town staff and the property owner(s) shall negotiate an annexation agreement, if necessary. Items for discussion include, but are not limited to, future improvement of substandard roads, encroachment of buildings on current or future right-of-way, right-of-way dedications, easements for wet and dry utilities, etc.

10.9.3.3 Upon receipt of the annexation petition submission, the petition shall be processed and considered as follows:

A. Resolution finding substantial compliance. Once determined by staff to be complete, the petition shall be referred to the Council, which shall consider whether it is in substantial compliance with the requirements of C.R.S. § 31-12-107(1). If the Council so finds, it shall adopt a resolution of substantial compliance and setting public hearing. If Council finds the petition is not in substantial compliance, it shall adopt a resolution so stating and terminating annexation proceedings.

B. Notice of public hearing. As a part of the resolution finding substantial compliance, the Council shall set a date, time and place of a public hearing on the petition. The Town Clerk shall provide notice of the public hearing as provided in C.R.S. § 31-12-108(2). Notice shall also be provided to:

1. All current and potential utility providers for the property, including water, sewer, electric, gas, telephone and cable;

2. Property owners within 300 feet of the property being annexed; and

The notice may be combined with any notice of proposed zoning for the property.

C. Council public hearing. The owners shall present evidence in support of the petition for annexation. Staff shall testify as to the elements required by statute to be present for annexation and any comments received from
governmental entities affected by the annexation. Any person may appear at the hearing and present evidence on the annexation petition. Council may continue the hearing to another date without additional notice, as provided by the Act.

D. Considerations for the Council. The Council shall consider, among other things, the feasibility of annexing the property, including but not limited to the ability to serve with streets, water, sanitary sewer, storm sewer, parks and recreation, schools, law enforcement and fire protection. The analysis shall also consider compliance with the Town's Comprehensive Plan, Codes and policies and the Town's costs to serve the property.

E. Council Action. At the conclusion of the public hearing, the Council shall consider a resolution making findings that:

1. The annexation is in compliance with the requirements of the Act and this Code;
2. That an election is not required under the Act; and
3. No additional terms and conditions are to be imposed.

In the event the resolution is adopted, Council may annex the property and approve the annexation agreement by ordinance without election. If the Council elects not to approve the annexation, it shall act by resolution to terminate annexation proceedings.

10.9.4 Annexation Map Technical Standards. The Annexation map shall be a neat, clear, permanent, legible and reproducible document. Inaccurate, incomplete or poorly drawn maps shall be rejected. The following technical standards apply.

10.9.4.1 A cover sheet shall refer to the Annexation Ordinance by number and date of adoption.

10.9.4.2 An original drawing on flat, spliceless, tapeless and creaseless sheet(s), using only permanent black ink.

10.9.4.3 Paper copies shall be blue line or black line copies of the original.

10.9.4.4 The scale used shall best convey the detailed survey.

10.9.4.5 Drafting error to less than one (1) percent.

10.9.4.6 A general legal description stating the section, township, range, 6th P.M., Town of Timnath, Larimer County, Colorado, shall be included in the name. On the title page under the general legal description, include the total acreage.

Example:

NEW ANNEXATION
TO THE TOWN OF TIMNATH, COLORADO
A Part of the E/2 of Section 23, Township __ North,
Range __ West, ___th P.M., Town of Timnath, Colorado
xx.xx Acres

10.9.4.7 The name, address and telephone number of the person preparing the map

10.9.4.8 A statement of ownership containing a written legal description of the land annexed followed by the owner’s signature and a notary.
10.9.4.9 The outline of area to be annexed.

10.9.4.10 Adjacent and contained public streets, roads and rights of way.

10.9.4.11 Section numbers, quarter section quadrants, township and range lines.

10.9.4.12 The total perimeter of the annexation parcel boundary showing the portion of that boundary which is at least one-sixth (1/6) contiguous with an existing Town boundary.
# ARTICLE 11. DEFINITIONS

11.1 General Terms.

11.1.1 The word "Town" capitalized or not means the Town of Timnath, Colorado.

11.1.2 The words "Town Council" mean the Town Council of the Town of Timnath, Colorado.

11.1.3 The words "Board of Adjustment" mean the Town of Timnath Board of Adjustment.

11.1.4 The words "Planning Commission" mean the Town of Timnath Planning Commission.

11.1.5 The words "Town Manager" mean the Town Manager for the Town of Timnath or his designee.

11.1.6 The words "Town Clerk" mean the Town Clerk for the Town of Timnath or his designee.

11.1.7 The words "Zoning Administrator" mean the Zoning Administrator for the Town of Timnath or his designee.

11.1.8 The word "Director" shall mean the Planning Director of the Town of Timnath appointed by the Town Manager.

11.1.9 The words "Town Engineer" shall mean the Engineer of the Town of Timnath appointed by the Town Manager, or their designee.

11.1.10 The word "Staff" means a full or part-time employee of the Town, but may also include professional firms and/or persons designated by the Town to act within a certain capacity including legal, engineering, planning, code enforcement, inspection and other professional fields.

11.1.11 The words "Land Use Code" or "this Code" mean the Land Use Code of the Town of Timnath.

11.1.12 The words "Comprehensive Plan" mean the Comprehensive Plan for the Town of Timnath.

11.1.13 The words "shall," "will" and "must" are mandatory; and the words "may," "can," "should" and "might" are permissive, except when the context of the particular use is negative (e.g., "may not").

11.1.14 The word "lot" includes the words "plot," "parcel" and "tract."

11.1.15 The word "structure" includes the words "building" and "accessory structure" and any part thereof. A "building or other structure" includes all other structures of every kind, regardless of similarity to buildings.

11.1.16 The word "street" includes the words "road" and "highway." "drive", "parkway", "avenue", "lane", "court".

11.1.17 The word "person" includes an individual, firm, association, organization, partnership, corporation, company, trust, governmental unit, and any combination thereof.

11.1.18 The words "zoning map" or "Official Zoning Map" shall mean the Official Zoning Map of the Town of Timnath.

11.1.19 The word "day" or "days" means calendar days unless otherwise specified.

11.1.20 Words used in one gender include the other gender.
11.1.21 Words used in the singular include the plural and words used in the plural include the singular.

11.1.22 Words used in the present tense include the future tense; words used in the future tense include the present tense.

11.1.23 Any reference to a section shall mean a section of the Land Use Code of the Town of Timnath, unless otherwise specified.

11.1.24 Words and phrases shall be read in context and construed according to the rules of grammar and common usage. Words and phrases that have acquired a technical or particular meaning, whether by legislative definition or otherwise, shall be construed accordingly.

11.1.25 The particular controls the general.

11.1.26 If there is a conflict between figures and words in expressing a number, the words govern.

11.1.27 The phrase “used for” includes “arranged for,” “designed for,” “intended for,” “maintained for,” and “occupied for.”

11.1.28 The words “existing,” “existed,” “exists,” and “occupied” shall imply the modifier “lawfully.”

11.1.29 Unless otherwise stated, the term “mailed” shall always mean transmitted via first class U.S. Mail.

11.1.30 For purposes of interpreting this ordinance, certain words, concepts, and ideas are defined in Section 11.2. Except as defined herein, all other words used in this Code shall have their customary dictionary meaning.

11.2 Definitions.

The words and phrases used in this Code shall have the meanings defined below unless otherwise specifically provided or unless clearly required by the context. Questions of definition or wording usage shall be interpreted by the Director based on the context of their usage and the intention of the section of this Code in which they occur.

### 100-Year Flood
A flood having a recurrence interval that has a one-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms “one-hundred-year flood” and “one percent chance flood” are synonymous with the term “100-year flood.” The term does not imply that the flood will necessarily happen once every one hundred years.

### 100-Year Floodplain
The area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.

### Abandonment
Unless otherwise defined within the context of the regulation, this word shall mean the discontinuance of nonconformity voluntarily for a period of six months with intent to abandon, or the commission of an overt act of substantial discontinuance for a period of six months with or without voluntary intent.
Abut or Abutting: Having property lines in common.

Accessory Building or Structure: means any structure on the same lot with the principal building or use which is:

a. Integrimly related to the principal use on the lot;
b. Subordinate and clearly incidental to the principal building or use of the lot;
c. Customarily incidental to the principal building or use of the lot;
d. Used only at the same time as the principal building is active and operational;
e. Not detrimental or an alteration of the character of the area in which the building is located; and

An accessory building or structure shall include, but not be limited to storage sheds, perminately installed fire pits or Bar-B-Ques, pergolas, and detached garages in residential zoning districts. Microwave dishes, antennas. Liquid petroleum gas storage tanks, and similar devices which have a surface area of six square feet or larger shall also be considered accessory structures. All Accessory structures shall comply with requirements for accessory buildings and structures, including height and setback requirements.

Accessory Dwelling: means an apartment integrated within a single-family dwelling, or located in a detached accessory building, such as carriage houses or agricultural-type outbuildings. Accessory dwellings shall be limited to 850 square feet in floor area. For purposes of calculating residential density, each accessory dwelling shall count as ½ dwelling unit. There shall not be more than one accessory dwelling located on a lot in addition to a single-family dwelling.

Accessory Use: means a use of land or structure incidental to or subordinate to the principal use of a lot which is:

a. Integrimly related to the principal use on the lot;
b. Subordinate and clearly incidental to the principal use of the lot;
c. Customarily incidental to the principal use of the lot;
d. Located on the same lot as the principal use;
e. Used only at the same time as the principal building is active and operational; and
f. Not detrimental or an alteration of the character of the area in which the use is located.

Addition: means a completely new structure or new component to an existing structure.

Adjacent: means two properties, lots, or parcels are “adjacent” where they abut, or where they are separated by a roadway or street, right-of-way, or railroad line.

Adult Establishment: is distinguished or characterized by an emphasis on material depicting, describing, or relating to specified sexual activities or specified anatomical areas. Uses shall include, but shall not be limited to, the following:

A. Adult Bookstore: An establishment having as a substantial or significant portion of its stock in trade, books, magazines, and other periodicals and goods and items held for sale which are distinguished or characterized by their emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas, or an establishment with a segment or sections devoted to the sale or display of such material.

B. Adult Photo Studio: An establishment that, upon payment of a fee, provides on-premises photographic equipment, services, and/or models for the purpose of photographing specified anatomical areas.

C. Adult Theater: A theater used for the presentation of material distinguished or characterized by an emphasis on material depicting, describing, or relating to specified sexual activities.
Adverse Effect/Impact: means a negative change in the quality of the historical, architectural, archaeological, environmental or cultural significance of a resource, or in the characteristics that qualify the resource as historically, architecturally, archaeologically, environmentally or culturally important.

Agriculture: means farming, including plowing, tillage, cropping, utilization of best management practices, seeding, cultivating or harvesting for the production of food and fiber products; the grazing or raising of livestock (except in feedlots); aquaculture; sod production; orchards; Christmas tree plantations; nurseries; and the cultivation of products as part of a recognized commercial enterprise.

Alley: means a public or private right-of-way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on some other street.

Alteration: means any change, addition or modification in construction, occupancy or use.


Animal Boarding: means the operation of an establishment in which domesticated animals other than household pets are housed, groomed, bred, boarded, trained or sold. This term shall not include the operation of a kennel.

Animal, Large: Animals, including, but not limited to, horses, mules, donkeys, llamas, cattle, goats, sheep, bison, ostriches and other animals or livestock of similar size and type, except inherently dangerous mammals and inherently dangerous reptiles. Horses, mules, donkeys, burros, llamas, alpacas, and bison, less than one year in age, and sheep, goats and swine less than 3 months of age shall not be included when calculating the density of large animals.

Animal, Small: Animals or fowl other than a large animal, inherently dangerous mammals or inherently dangerous reptiles. Small animals include but are not limited to, dogs, cats, birds, chickens, guinea hens, geese, ducks, turkeys, pigeons, rabbits, and other animals or fowl of similar size and type. Small animals or fowl under 3 months in age shall not be included when computing intensity of small animals or fowl. Young or miniature large animals are not included in this definition and are considered large animals. Appeal means a request by an applicant to the Board of Adjustment for a review of an administrative interpretation of any provision of this Code.

Area of shallow flooding: A designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Applicant: means the owner of land; the owner's authorized representative, or one with a financial interest in the land, including mineral owners and lessees.

Appurtenance: means the visible, functional, or ornamental objects accessory to and part of a building.

Aquifer Recharge Area: means an area where water is absorbed into a natural aquifer adding to the zone of saturation.

Arcade: means a series of arches supported on piers or columns.
**Area of Lot**: means the total horizontal area within the lot line boundaries of a lot.

**Area of Special Flood Hazard**: means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

**Average Daily Trips (ADT)**: means the average vehicle trips within a 24-hour timeframe of all lanes in both directions being further defined as the total number during a stated period, divided by the number of days in that period. Unless otherwise stated, the period is a year.

**Awning**: means a fixed or movable roof-like cover of canvas or other material extending in front of a doorway or window, or over a deck, to provide protection from the sun or rain.

**Awning Sign**: means a sign which is painted, stitched, sewn or stained onto the exterior of an awning.

**Bar or Tavern**: means an establishment providing or dispensing fermented alcoholic beverages in which the sale of food products such as sandwiches or light snacks is secondary.

**Base Flood**: means the flood having a 1 percent chance of being equaled or exceeded in any given year (also called “100-year frequency flood”).

**Base Flood Elevation**: means the elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AS, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

**Basement**: means any area of the building having its floor subgrade (below ground level) on at least three sides.

**Bed and Breakfast Inn**: means an establishment operated in a private residence or portion thereof, where the principal resident is the operator and which provides temporary accommodations to overnight guests for a fee.

**Best Management Practices (stormwater)**: means an effective integration of stormwater management systems, with appropriate combinations of landscape conservation, enhancement, structural controls, impervious cover, schedules of activities, prohibitions of practices, maintenance procedures, and other management practices that provide an optimum way to convey, store, and release run-off, in order to reduce peak discharge, remove pollutants, and enhance the environment.

**Bike Path or Bikeway**: means a designated paved travelway intended for bicycle use, to the exclusion of routine motor vehicle use. Typically used by two-way bicycle traffic and may be used by pedestrians.

**Block**: means a unit of land, or a group of lots, bounded by streets or by a combination of streets, or other rights-of-way except for an alley, waterways or any barrier to the continuity of development, or land which is designated as a block on any recorded subdivision tract.

**Buffer Area/Strip**: means an area with sufficient planting and/or screening which acts as a separation area between two or more uses and/or districts.
**Buildable Area**: means that portion of a lot remaining after required setback yards have been provided. See distance diagram.

**Building**: means any structure used or intended for supporting or sheltering any use or occupancy.


**Building Elevation**: means the view of any building or other structure from any one of four sides showing features, such as construction materials, design, height, dimensions, windows, doors, other architectural features, and the relationship of grade to floor level.

**Building Frontage**: means the horizontal, linear dimension of that side of a building, which abuts a street, a parking area, a mall, or other circulation area open to the public and has either a main window display or a public entrance to the building.

**Building Height (Structure Height)**: means the height measured from the average of finished grade at the center of all walls of the building to the top of the parapet or highest roof beam (whichever is higher) on a flat or shed roof, to the top of the parapet or deck level (whichever is higher) of a mansard roof, or the average distance between the highest ridge and its eave of a gable, hip, or gambrel roof.

**Building Lot – see Lot**

**Building, Principal**: means a building in which is conducted the principal use of the lot on which it is situated.

**Building Permit**: means an official document or certificate issued by the Building Official authorizing performance of a specified activity.

**Building Setback Line**: means the distance required by this Code to be maintained between a given lot line, or right-of-way line and any structure foundation: front, rear, or side, as specified.

**Bulk**: means the size, mass, and volume of a structure.

**Caliper**: means the American Association of Nurserymen standard for trunk measurement of nursery stock, as measured at six inches above the ground for trees up to and including four-inch caliper size, and as measured at 12 inches above the ground for larger sizes.

**Canopy**: means any structural protective cover that is not enclosed on more than one side.

**Care Center**: means any home, center, agency or place, however styled, where children or adults not related to the operator are received for custodial care, apart from their parents or guardians, whether for compensation, reward, or otherwise during part or all of the day or night and upon any number of successive days or nights for a period less than 24 hours. This definition shall be construed consistent with §26-6-102 (1.5) of the Colorado Revised Statutes in effect at the time of interpretation for application to child care, and consistent with requirements and licensing for Adult Day Services as established by the Colorado Department of Public Health and Environment.

**Care Home**: means a home wherein care is given to up to four persons located in the primary residence of the care giver. A Care Home is a home occupation.
Cemetery: means a tract of land, private or public, divided into plots for interment of the human or animal remains in compliance with applicable state law and Town ordinances including mausoleums and mortuaries when operated in conjunction with, and within the boundaries of, such cemetery.

Certificate of Occupancy: means a certificate issued by the Town after final inspection and upon finding that the building, structure, or development complies with all provisions of the applicable Town codes, permits, requirements and approved plans.

Channel: The physical confines of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.

Channelization: The artificial creation, enlargement or realignment of a stream channel.

Character: means those attributes, qualities and features that make up and distinguish a building or development and give it a sense of purpose, function, definition and uniqueness.


Clinic: see “Facility, Medical and Dental” or “Facility, Veterinary.”

Clubs and Lodges: means a building housing organizations of persons for special purposes or for the promulgation of sports, arts, literature, politics or other common goals, interests or activities, characterized by membership qualifications, dues or regular meetings, excluding clubs operated for profit and/or places of worship or assembly.

Common Area or Common Open Space: means a parcel or parcels of land, or an area of water, or a combination of land and water, and/or developed facilities and complimentary structures and improvements, including, but not limited to, areas for vehicular and pedestrian access and recreational facilities within the site.

Common Equestrian Stabling and Grazing: means shared pastures and/or common barns for horses.

Community Facility: means a publicly owned facility or office building which is primarily intended to serve the recreational, educational, cultural, and administrative or entertainment needs of the community as a whole.

Compatibility: means the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include height, scale, and bulk of structures. Other characteristics include pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean “the same as.” Rather, compatibility refers to the sensitivity of development proposals to nearby existing and proposed development.

Conditional Letter of Map Revision (CLOMR): FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Conforming Use: means any lawful use of a building or lot which complies with the provisions of this Code.
Container (also known as cargo or shipping container): means a truck trailer body that can be detached from the chassis for loading into a vessel, a rail car or stacked in a container depot. Containers may be ventilated, insulated, refrigerated, flat rack, vehicle rack, open top, bulk liquid or equipped with interior devices.

Convenience Shopping and Retail Establishment: means a shopping and service center located in a complex which is planned, developed and managed as a single unit, and located within and intended to primarily serve the consumer demands of adjacent employment areas and residences.

Contiguous: means lots that are contiguous when at least one boundary line of one lot touches a boundary line or lines of another lot for at least five feet. The contiguity of land areas shall not be affected by the existence between them of a road or alley; a public or private right-of-way; a public or private transportation or utility right-of-way; a river, creek, stream, or other natural or artificial waterway. The contiguity of land areas shall be assumed to be disrupted by the existence of a freeway, expressway, principal arterial, and minor arterial, and by lands contained within the boundaries of Larimer County and outside the legal boundaries of Timnath.

Cornice: means a continuous, molded projection that crowns a wall or other construction, or divides it horizontally.

Covenant: means a private written agreement outlining regulations specific to a development. Covenants are not enforced by the Town and no covenant shall be construed to be a waiver or modification of a requirement of this Code.

Court: means a space, open and unobstructed to the sky, located at or above grade level on a lot, and bounded on three or more sides by the walls of a building.

Critical Facility: A structure or related infrastructure, but not the land on which it is situated that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

Critical Plant Community: means vegetation which is essential to the conservation of threatened or endangered species and which may require special management considerations or protection.

Crosswalk: means that part of a street at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the street (public, private, or safety lane) measured from the curbs, in the absence of curbs from the edges of the traversable roadway; any portion of a street (public, private, or safety lane) at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the street surfaces.

Cul-de-sac: means a local street with only one outlet and having the other end for the reversal of traffic movement.

Deed: means a legal document conveying ownership of real property recorded in the real property records of the Larimer County Clerk and Recorder.

Dedication: means any grant to a public entity by a landowner of a right to use that land for public purposes. It involves a transfer of property rights and an acceptance of the dedicated property by the appro-
Dedication: means the agreement between the Town and the Developer specifying the terms and conditions of the approval and providing for the construction and installation of public improvements and landscaping, security and warranties therefore, and dedications of public improvements and land. This agreement implements the site specific development plan which establishes vested rights under Article 68 of Title 24, C.R.S.

Drainage System, Storm: means the facility to carry off large amounts of water produced from rain and which meets or exceeds the requirements to control stormwater runoff for the minimum 25 year flood level.

Drive Aisles: means the lanes in a parking lot devoted to the passage of vehicles, as opposed to the parking stalls. The term drive aisle does not include lanes used only or primarily for drive-in customer service.

Driveway: means a constructed vehicular access serving one or more properties and abutting a public or private road.

Dwelling: means one or more rooms providing complete living facilities for one family, including kitchen facilities or equipment for cooking or provisions for same, and including a room or multiple rooms for living, sleeping, bathing, and eating. Also known as a “dwelling unit.”

Dwelling, Multi-Family: means a dwelling containing three or more dwelling units, not including hotels, motels, fraternity houses and sorority houses and similar group accommodations.

Dwelling, Single-Family: means a building designed exclusively for occupancy by one family, but not including a mobile home, except as otherwise provided herein.

Dwelling, Single-Family Attached: means a residential building containing dwelling units, each of which primary ground floor has access to the outside and which are attached to each other by party walls without openings. The term is intended primarily for such dwelling types as townhouses and duplexes.
**Dwelling, Single-Family Detached:** means a single-family dwelling which is not attached to any other dwelling or building by any means, including mobile homes and manufactured housing situated on a permanent foundation.

**Dwelling, Two-Family:** means a building designed for occupancy by two families living independently of each other on one parcel.

**Dwelling Unit:** See the definition for "dwelling."

**Easement:** means a right generally established in a real estate deed or on a recorded plat to permit the use of land by the public, a corporation or particular persons for specified uses.

**Eave:** means the overhanging lower edge of a roof.

**Employee:** means any person who does any type of work for the benefit of another in consideration of direct or indirect wages or profit, or provides uncompensated work of services to a business or nonprofit entity. "Employee" includes every person described in this paragraph, regardless of whether such person is referred to as an employee, contractor, independent contractor, or volunteer or by any other designation or title.

**Entertainment Facilities and Theaters:** means a building or part of a building devoted to showing motion pictures or dramatic, musical or live performances.

**Environmentally Sensitive Areas:** means aquifer recharge areas, significant wildlife habitat and migration corridors, unique vegetation, ridge lines, and critical plant and animal communities. Family means an individual living alone, or either of the following groups living together as a single housekeeping unit and sharing common living, sleeping, cooking and eating facilities:

a. Any number of persons related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship; or,

b. Any unrelated group of persons consisting of:

1. Not more than three persons; or,
2. Not more than two unrelated adults and their lineal descendants, if any; or
3. Not more than eight developmentally disabled persons and appropriate staff occupying a dwelling unit and living as a single housekeeping unit.

**Fairgrounds and Stadiums:** means permanent or temporary establishments engaged in providing amusement or entertainment for a fee or admission charge and include such activities as dance halls; studios; theatrical producers; bands, orchestras, and other musical entertainment; bowling alleys and billiard and pool establishments; commercial sports such as arenas, auto racetracks, public golf courses and coin-operated devices; amusement parks, membership sports and recreation clubs; amusement and bathing beaches; swimming pools, riding academies, carnival operations, expositions, game parlors, circuses, bingo parlors and horse shows. These operations may be of either a permanent or temporary nature.

**Fast Food Restaurant:** means any establishment which dispenses food for consumption on or off the
premises, and which has the following characteristics: a limited menu, items prepared in advance or prepared or heated quickly, no table orders, and food served in disposable wrapping or containers.

**FEMA:** means the Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program

**Flood or Flooding:** means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland waters or the unusual and rapid accumulation of runoff or surface waters from any source.

**Floodplain or Flood Hazard Area:** means the general and temporary condition of partial or complete inundation of normally dry land areas from:

A. The overflow of water from channels and reservoir spillways;
B. The unusual and rapid accumulation or runoff of surface waters from any source; or
C. Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).

**Floodplain Administrator:** The community official designated by title to administer and enforce the floodplain management regulations.

**Floodplain Development Permit:** A permit required before construction or development begins within any Special Flood Hazard Area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development in the community including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this floodplain management ordinance.

**Floodplain management:** The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

**Floodproofing:** Any combination of structural and/or non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

**Flood Prone:** means areas subject to flooding which have not been designated as a floodplain or flood hazard area by the Board, the Colorado Water Conservancy Board or FEMA.

**Floodway:** means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

**Flood Insurance Rate Map (FIRM):** means the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
**Flood Insurance Study:** means The official report provided by the Federal Emergency Management Agency. The report contains the Flood Insurance Rate Map as well as flood profiles for studied flooding sources that can be used to determine Base Flood Elevations for some areas.

**Floor Area, also called gross floor area:** means the total square footage of the building measured along the outside walls of the building and including each floor level, but not including open balconies, garages or other enclosed automobile parking areas and basement storage areas.

**Floor Area Ratio (FAR):** means the amount of gross floor area of all principal buildings on a lot or block, as the case may be, divided by the total area of such lot, or the block size, respectively, on which such buildings are located. For mixed-use blocks, the residential square footage shall be added to the commercial development for a total block FAR.

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**Freestanding Sign:** means a sign which is supported by one or more columns, uprights, poles or braces extended from the ground, or which is erected on the ground and shall also include a monument sign and pole signs but does not include a sign attached to a structure.

**Functionally dependent use:** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

**G**

**Gable:** means the triangular portion of wall enclosing the end of a pitched roof from cornice or eaves to ridge.

**Geologic Hazards:** means unstable or potentially unstable slopes, undermining, faulting, landslides, rockfalls, flood, wildfire or similar naturally occurring dangerous features or soil conditions or natural features unfavorable to development.

**Grade:** means the degree of rise or descent of a sloping surface.
**Grade, Finished:** means the final elevation of the ground surface after development.

**Grade, Natural:** means the elevation of the ground surface in its natural state, before man-made alterations.

**Group Home:** means a home licensed by the state for the exclusive use of not more than eight developmentally disabled, elderly, or mentally ill persons as defined by the state.

**H**

**Highest adjacent grade:** The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**Historic District:** means an area designated by local, state, or federal government that is related by historical events or themes by visual continuity or character or by some other special feature that gives it a unique historical identity.

**Historic Site:** means a structure or place of historical significance. Such structure or place may be designated a historic site by local, state, or federal government and given official status.

**Historic structure:** Any structure that is:

A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

D. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
   1. By an approved state program as determined by the Secretary of the Interior or;
   2. Directly by the Secretary of the Interior in states without approved programs.

**Home Occupation:** means an occupation or business activity conducted in a residence in accordance with the standards set forth in this Code.

**Homeowners Association (HOA):** means the association set up to enforce the covenants and to maintain all common areas and buildings for a development. Also known as an Owners Association.

**Hospital:** means an institution providing health services for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training and central services facilities and staff offices.

**Hotel/Motel/Lodging Establishment:** means a building intended and used for occupancy as a temporary abode for individuals who are lodged with or without meals, in which there are five or more guest
Household Pet: means any animal that has been bred or raised to live in or about the habitation of humans, except inherently dangerous mammals and inherently dangerous reptiles, and is dependent on people for food and shelter, not including animals defined as livestock, exotic animals or animals capable of inflicting substantial physical harm to humans. Includes dogs, domestic cats (Felis catus), canaries, parrots, hamsters, ferrets, potbellied pigs, guinea pigs and similar rodents, fish, reptiles, rabbits and such other species as would normally be sold at a local pet shop.

Illumination, Indirect (signs): means lighting by means of a light source directed at a reflecting surface in a way that illuminates the sign from the front, or a light source that is primarily designed to illuminate the entire building facade upon which a sign is displayed. Indirect illumination does not include lighting which is primarily used for purposes other than sign illumination; e.g., parking lot lights, or lights inside a building that may silhouette a window sign but are primarily installed to serve as inside illumination.

Illumination, Internal: means lighting by means of a light source that is within a sign having a translucent background, silhouetting opaque letters or designs, or which is within letters or designs that are made of a translucent material.

Impervious Surface: means pavements (roads, sidewalks, driveways and parking lots) and roofs that are covered by impenetrable materials such as asphalt, concrete, brick, and stone or any material which does not allow water to percolate through.

Infrastructure: means those man-made structures which serve the common needs of the population, such as: potable water systems; wastewater disposal systems; solid waste disposal sites or retention areas; storm drainage systems; electric, gas or other utilities; bridges; roadways; bicycle paths or trails; pedestrian sidewalks, paths or trails; and transit stops.

Integrate: means to combine or coordinate separate elements (such as housing, recreation, jobs, and shopping) to provide a harmonious, interrelated whole; organized or structured so that constituent parts function cooperatively.

Irrigation Ditch or Canal: means a channel designed to transport irrigation water.

Junk: means scrap brass, iron, lead, tin, zinc; all other scrap metals and the alloys; bones; rags; used cloth, rope, rubber, tinfoil, bottles; old or used machinery of any type; used tools; used appliances; used lumber or crates; building materials; industrial equipment, fabrication of any material; used pipe or pipe fittings; used conduit or conduit fittings; used automobile parts; derelict vehicles, farm and heavy equipment construction vehicles; used tires and other manufactured goods that are so worn, deteriorated or obsolete as to make them unusable in their existing condition.

Junkyard: means a building, structure or parcel of land, or portion thereof, used for collecting, displaying, storing, selling or reselling junk. The word Junkyards shall not include a recycling facility.
**Kennel:** means a facility licensed to house dogs, cats or other household pets and/or where grooming, breeding, boarding or training or selling of animals is conducted as business.

**Landowner:** means any owner of a legal or equitable interest in real property, and includes the heirs, successors, and assigns of such ownership interests.

**Landscaping:** means any combination of living plants such as trees, shrubs, plants, vegetative ground cover or turf grasses, and may include structural features such as walkways, fences, benches, works of art, reflective pools or fountains. Landscaping shall also include irrigation systems, mulches, topsoil and soil preparation, re-vegetation and the preservation, protection and replacement of existing trees.

**Lane:** means a private street, portion of a roadway delineated for a single line of vehicles; or a secondary means of access to the lots abutting a street and not intended for general traffic circulation.

**Laundry and Dry-Cleaning Retail Outlet:** means a laundry or dry-cleaning business which consists primarily of serving retail customers, provided that any laundry and dry-cleaning processing that occurs on the premises is limited to items which are brought directly to the premises by the retail customer.

**Letter of Map Revision (LOMR):** FEMA’s official revision of an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding scour and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA).

**Letter of Map Revision Based on Fill (LOMR-F):** FEMA’s modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

**Livestock:** means farm animals kept or raised for pleasure or profit including, but not limited to cows, horses, goats, sheep or chickens.

**Lot:** means a designated parcel, tract or area of land established by plat or subdivision of at least a sufficient size to meet minimum requirements for use, street frontage coverage and area, and to provide required yards and other open spaces in the zoning district in which the lot is located, and which has direct access onto a public or private street.

**Lot Area:** means the total horizontal area within the lot lines of a lot; synonymous with area of lot.

**Lot Coverage:** is determined by dividing that area of a lot which is occupied or covered by the total horizontal projected surface of all buildings, including covered porches and accessory buildings, and impervious surfaces such as parking and drives, by the gross area of that lot.

**Lot Corner:** means a corner lot having its side street line substantially a continuation of the front lot line of the first lot to its rear.

Insert diagram

**Lot Flag:** means a lot so shaped and designed that the main building site area is set back from the street on which it fronts and includes a narrow access strip connecting the main building site with the frontage
# street.

**Lot Line, Front:** means the property line dividing the front of the lot from a street.

**Lot Line, Rear:** means the line opposite the front lot line.

**Lot Line, Side:** means any lot lines other than the front lot line or rear lot line.

**Lot Width:** means the distance parallel to the front lot line, measured at the front building setback line.

**Lowest Floor:** means the lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes which includes working, storage, sleeping, cooking and eating, or recreation or any combination thereof. This includes any floor that could be converted to such a use such as a basement or crawl space. The lowest floor is a determinant for the flood insurance premium for a building, home or business. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

**Management Agency:** means the agency in charge of the “208 Water Quality Plan” in the Timnath area.

**Manufactured Home:** means a single-family dwelling which:

- a. Is partially or entirely manufactured in a factory;
- b. Is permanently affixed to and installed on an engineered permanent foundation at the entire perimeter of the dwelling.

**Manufacturing:** means a business which makes products by hand or by machinery.

**Material Safety Data Sheet (MSDS):** A form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers...
and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

**Mean sea level**: means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

**Mixed-Use**: shall mean the development of a lot tract or parcel of land, building or structure with two or more different uses including but not limited to residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

**Mixed-Use Building**: means a building designed, planned and constructed as a unit, used partially for residential use and partly for commercial uses including, but not limited to, office, retail, public uses, personal service or entertainment uses.

**Mixed-Use Dwelling Unit**: means the dwelling unit in a mixed use building. For purposes of calculating residential density, each dwelling unit shall count as one-half (½) dwelling unit.

**Motor vehicle, recreational vehicle, boat and truck sales**: means any uses included within the following NAICS codes:

- 4411, Automobile Dealers (new and used)
- 4412, Other Motor Vehicle Dealers (RVs, motorcycles, boats, aircraft, etc.)

**National Flood Insurance Program (NFIP)**: FEMA’s program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable Federal regulations promulgated in Title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

**Natural Areas**: means areas such as floodplains and floodways, natural drainage and waterways, significant native trees and vegetation, wildlife travel corridors, special habitat features such as raptor nes-sites, key nesting, breeding or feeding areas for birds; fox and coyote dens, prairie dog colonies over 25 acres in size, remnant native prairie habitat, plains cottonwood galleries, and any wetland greater than ¼ acre in size as identified on the Town Comprehensive Plan Maps.

**Neighborhood**: means a geographical area, the focus of which are residential uses, but also may include a mixture of activities that people need to live. A neighborhood may include a diversity of housing types, schools, parks, shopping and jobs (frequently service-type), and civic buildings.

**New Construction**: means structures for which the start of construction or remodeling commenced on or after the effective date of this Code.

**Nightclub**: means a bar or tavern containing more than one hundred square feet of dance floor area.

**No-Rise Certification**: A record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado Professional Engineer. The supporting technical data should be
based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

**Noxious Weeds**: means plants that are determined by the state of Colorado as a noxious weed or an alien plant that is aggressively invasive including but not limited to the State Of Colorado Noxious Weed List, which can be accessed here [https://www.colorado.gov/pacific/agconservation/noxious-weed-species](https://www.colorado.gov/pacific/agconservation/noxious-weed-species).

O

**Oil and Gas Operation**: means any structure, facility or activity which is constructed on or disturbs land in association with oil or gas drilling, production or waste treatment and disposal, including but not necessarily limited to wells, tanks or tank batteries, pits, access roads for ingress and egress and pipelines.

**Open Space**: means any land or water area with its surface open to the sky, which serves specific uses of providing park and recreation opportunities, conserving natural areas and environmental resources and protecting areas of agricultural, archaeological or historical significance. Open space shall not be considered synonymous with vacant or unused land. Usable open space shall exclude areas used for off-street parking, off-street loading, service driveways, setbacks from oil and gas wells and their appurtenances, or other hazards to the public, native open areas on steep slopes, floodways, or easements for utilities.

**Open Space, Public**: means open space owned and maintained by a public agency such as the Town of Timnath, Larimer County, the State of Colorado or other governmental entities.

**Open Space, Privately Held**: means open space owned and maintained by a private entity such as a property owners association.

**Outdoor Storage**: means the keeping, in an un-roofed area, of any equipment, goods, junk, building materials, merchandise or vehicles in the same place for more than 24 hours.

**Outlot**: means a parcel contained within subdivided land that is not a building lot. An outlot may be conveyed to the public for open space or other public purposes, be retained by the developer for merger with a later subdivision, or be conveyed to an owners association.

P

**Parapet**: means a low, protective wall at the edge of a terrace, balcony or roof, especially that part of an exterior wall, fire wall, or party wall that rises above the roof.

**Parcel**: means a plot of land held on one deed.

**Park**: means an area open to the general public and reserved and usable for recreational, educational or scenic purposes.

**Parking Area (off-street)**: means all off-street areas and spaces designed, used, required or intended to be used for the parking, storage, maintenance, service, repair, display or operation of motor vehicles, including driveways or access ways in and to such areas, but not including any outdoor storage area used principally as a recreational vehicle, boat or truck storage use, storage areas for landscaping and other bulk items or public streets and rights-of-way. This definition include the term “Parking Lot.”
Parking Garage: means an off-street parking area within a building.

Pergola: is a structure of parallel colonnades supporting an open roof of beams and crossing rafters or trellis work, over which climbing plants are trained to grow.

Personal and Business Service Shops: means any business enterprise with the primary purpose of support that does not produce a tangible commodity including barber shops, beauty shops, nail salons, dry cleaners (not including plants), laundry and dry cleaning retail outlet, portrait and photographic studios, employment service, tailors, photocopy shops, mail centers, and other uses which are of the same general character as those enumerated herein. Tattoo parlors and adult establishments are not considered to be personal or business service shops.

Phase: means a portion of property that is being developed at one time.

Place of Worship and Assembly: means a building or area containing a hall, auditorium or other suitable room, rooms or areas used for the purpose of conducting religious or other services or meetings. Church or place of worship and assembly shall include churches, synagogues or the like, but shall not include buildings used for commercial endeavors, including, but not limited to, commercial motion picture houses or stage productions.

Planned Development (PD): means a development involving a related group of residences, businesses, or industries and associated uses planned as a single entity and subject to development and regulations as one land-use unit rather than as an aggregation of individual buildings located on separate lots.

Plant Nursery and Greenhouse: means any land or structure used primarily to raise trees, shrubs, flowers or other plants for sale or for transplanting, excluding the cultivation, sale, or transplanting of marijuana.

Plat: means a map of certain described land showing property and lot boundaries, location of streets, public utilities, easements and other information prepared in accordance with the requirements of this Code, approved by the Town and recorded in the records of the Larimer County Clerk and Recorder.

Principal Use: means the main or primary use of land or of a structure as distinguished from a subordinate or accessory use.

Professional Office: means an office for professionals such as physicians, dentists, lawyers, architects, engineers, artists, musicians, designers, teachers, planners, accountants and others who through training are qualified to perform services of a professional nature and where no storage or sale of merchandise exists, except as accessory to the professional services.

Proof of Ownership: means ownership as specified in a current title insurance commitment or policy, or certification of title, issued by a title insurance company licensed by the state of Colorado.

Property: means all real property subject to land use regulation by the Town.

Property Line: means the boundary of any lot, parcel or tract as the same is described in the conveyance of such property to the owner; and does not include the streets or alleys upon which the said lot, parcel or tract abuts.
Public Facilities: means publicly constructed or owned facilities, including but not limited to, transportation systems or facilities, water systems or facilities, wastewater systems or facilities, storm drainage systems or facilities, fire, police and emergency systems or facilities, electric, gas, telecommunication utilities or facilities, and publicly owned buildings or facilities.

Public Improvement: means any drainage ditch, roadway, parkway, sidewalk, pedestrian way, tree lawn, landscaped open space, off-street parking area, lot improvement or other facility which benefits the public.

Public Utility: means a common carrier supplying electricity, wire telephone service, natural gas, water, wastewater or storm water service or similar public services, but shall not include railroads or other forms of rail mass transit or depots or terminals supporting the same, or wireless telecommunication facilities.

Radius Return: means the portion of a street that is the origin of the curve of the radius.

Recreation Facility, Indoor: means a place where recreation activities occur completely within an enclosed structure including but not limited to bowling alleys, skating rinks, pool halls, and video and pinball parlors.

Recreation Facility, Outdoor: means a place with outdoor activities including but not limited to miniature golf, batting cages, water slides, skateboard parks, driving ranges, and go-cart tracks.

Recreational Vehicle (RV): means a vehicle primarily designed as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is drawn by another vehicle. The following shall be considered a recreational vehicle:

a. Camping trailer or tent trailer means a folding structure, constructed of canvas, plastic or similar water repellent material, designed to be mounted on wheels and designed for travel and recreation.

b. Motorized camper, motor home, recreational conversion van or bus means a recreational vehicle consisting of a portable, temporary dwelling to be used for travel, recreation and vacation uses, and constructed as an integral part of a self-propelled vehicle.

c. Pick-up camper means an enclosure designed to be mounted on or loaded into a pick-up truck chassis for use as a temporary dwelling for travel and recreation.

d. A travel trailer, meaning a towed vehicle designed as a temporary dwelling for travel and recreation. Travel trailer, self-contained, means a trailer which can operate independently of connections to sewer, water and electric systems. It contains a water-flushed toilet, lavatory, shower or bath and kitchen sink, all of which are connected to water storage and sewage holding tanks located within the trailer.

Recycling Facility: means a building or lot used for the collection and/or processing of recyclable material. Processing shall mean the preparation of material for efficient shipment by such means as baling, compacting, flattening, grinding, crushing, mechanical sorting or cleaning. Such a facility, if entirely enclosed within a building or buildings, shall be considered a warehouse and not a recycling facility.

Regulated wetland: means jurisdictional wetlands as defined and regulated by the U.S.
Army Corps of Engineers as well as non-jurisdictional wetlands greater than \( \frac{1}{4} \) acre regulated by the Town.

**Resource Extraction, Processes and Sales:** means removal or recovery by any means whatsoever of sand, gravel, soil, rock, minerals, mineral substances or organic substances other than vegetation, from water or land on or beneath the surface thereof, exposed or submerged.

**Restaurant, Drive-Thru:** means any restaurant in which the design or principal method of operation of all or any portion of the business is to allow food or beverages to be served directly to the customer in a motor vehicle without the need for the customer to exit the motor vehicle.

**Retail and Supply Yard:** means material and equipment and supply businesses classified under NAICS code 444, Building Material and Garden Equipment and Supplies Dealers.

**Retail Fuel Station, including the term gasoline station:** means any building, land area, premises or portion thereof, where gasoline or other petroleum products or fuels are sold and light maintenance activities such as engine tune-ups, lubrication and minor repairs may be conducted. Gasoline stations shall not include premises where heavy automobile maintenance activities such as engine overhaul, automobile painting and body and fender work are conducted.

**Right-of-Way:** means a strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main or for another special use that is dedicated for public use or use by a **public utility**.

**S**

**Sanitary Facilities:** means toilets, urinals, lavatories, showers, utility sinks and drinking fountains, and the service buildings containing these units.

**Senior Housing:** means housing specifically designed for and marketed to persons age 55 and older. For the purposes of this code, the term “senior housing” shall not include institutional uses providing housing and care for older adults (e.g. nursing care, rehabilitation centers, assisted living, etc.).

**Setback:** means the required unoccupied space between the nearest projection of a structure and the **property line** of the lot on which the structure is located.

**Setback, Front Yard:** means the distance a building or structure must be placed from the front lot line.

**Setback, Rear Yard:** means the distance a building or structure must be placed from the rear lot line.

**Setback, Side Yard:** means the distance a building or structure must be placed from the **side lot line**.
Sidewalk: means the hard surface path within the street right-of-way for use by pedestrians and bicyclists.

Sight Distance Triangle: means the area at the corner of an intersection that is to be kept free of shrubs, ground covers, berms, fences, structures, or other materials or items that may obstruct the view of motorists. Sight Distance Triangles shall be in accordance with LCUASS standards.

Sign: means any device that is sufficiently visible to persons not located on the lot where the device is located, designed to attract the attention of such persons or communicate information to them.

Sign, Projecting: means any sign supported by a building wall and projecting from that wall.
Sign, Wall: means any sign painted on, incorporated in or affixed to the building wall, or any sign consisting of cut-out letters or devices affixed to the building wall with no background defined on the sign other than the building wall itself.

Sign, Awning: (See definition of Awning Sign)

Sign, Canopy: is a wall sign that is permanently affixed to a roofed shelter attached to and supported by a building, by columns extending from the ground or by a combination of a building and columns.

Significant Wildlife Habitat and Migration Corridors: are areas designated by the Colorado Division of Wildlife and/or the Colorado Natural Diversity Information Source (www.ndis.nrcs.colostate.edu) as areas of landscape that provide food, cover and water sufficient to meet the needs of a given species to survive and reproduce.

Site Development Plan: means a proposal for development approval, including such drawings, documents, and other information necessary to illustrate completely the proposed development. District means any zoning district established by this Code.

Site Specific Development Plan: shall mean and be limited to the final plat of a subdivision, or a “final site plan” of a PD Planned Development District (also known as a “final PD development plan”), or as part of a special use to establish a vested right pursuant to Part 1 of Article 68 of Title 24, C.R.S., as amended, describing with reasonable certainty the type and intensity of the proposed land use for a specific parcel or parcels of property.

Special Flood Hazard Area: The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.

Street: means a public thoroughfare which affords the principal means of vehicular access to abutting property. The term includes public or private streets.

Street Furniture: means constructed objects, such as outdoor seating, kiosks, bus shelters, sculpture, tree grids, trash receptacles, fountains and telephone booths, that have the potential for enlivening and giving variety to streets, sidewalks, plazas and other outdoor spaces open to and used by the public.

Streetscape: means the distinguishing character of a particular street, within the public right-of-way, including paved materials, and the adjacent space extending along both sides of a street including landscaping, sidewalks, medians, lighting, street furniture, and signage.
Structure means a combination of materials to form a construction for use, occupancy or ornamentation whether installed on, above or below the surface of land or water, but excluding the following:
1. retaining walls;
2. fences not over 6 feet high;
3. platforms or decks not more than 30 inches above grade and not over any basement or story below;
4. utility mains, lines, and underground facilities; and
5. yard and play equipment

Subdivision: means the platting of a lot or the division of a lot, tract or parcel of land into two or more lots.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the
<table>
<thead>
<tr>
<th>Structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Substantial Improvement:</strong> means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started or the structure has been damaged. For the purpose of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.</td>
</tr>
<tr>
<td><strong>Temporary Building:</strong> means a building that is intended for limited duration such as a construction trailer, temporary sales office, or temporary housing for emergency services.</td>
</tr>
<tr>
<td><strong>Temporary Use:</strong> means a use intended for limited duration located in a zoning district which permits such use, and shall not include continuing a nonconforming use or building.</td>
</tr>
<tr>
<td><strong>Threshold Planning Quantity (TPQ):</strong> A quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the State that such facilities are subject to emergency planning requirements.</td>
</tr>
<tr>
<td><strong>Title Commitment:</strong> means formal documentation from a title insurance company licensed by the State of Colorado listing the name of the owner of the property under consideration, the legal description of the property and any encumbrances of the property such as easements, rights-of-way, liens or mineral interests.</td>
</tr>
<tr>
<td><strong>Tree Lawn:</strong> means a strip of landscaping within the right-of-way, generally between the street and an adjacent sidewalk.</td>
</tr>
<tr>
<td><strong>Undermining:</strong> means land that has been mined under the surface of the ground.</td>
</tr>
<tr>
<td><strong>Vacant Land:</strong> means land that does not have structures or other development on it.</td>
</tr>
<tr>
<td><strong>Variance:</strong> means a grant of relief from the requirements of this Code which permits construction in a manner that would otherwise be prohibited by this Code.</td>
</tr>
<tr>
<td><strong>Vegetation:</strong> means plants growing in a place, including, but not limited to trees, shrubs, vines, grasses and ground cover.</td>
</tr>
<tr>
<td><strong>Vehicle Repair, Major:</strong> means an establishment primarily engaged in the repair or maintenance of commercial and heavy truck motor vehicles, trailers and similar large mechanical equipment, including paint, body and fender and major engine and engine part overhaul, provided it is conducted within a completely enclosed building. Such use shall not include the retail sale of fuel, gasoline or petroleum products.</td>
</tr>
<tr>
<td><strong>Vehicle Repair, Minor:</strong> means an establishment primarily engaged in the repair or maintenance of pas-</td>
</tr>
</tbody>
</table>
senger and light truck motor vehicles, trailers and similar mechanical equipment, including brake, muffler, upholstery work, tire repair and change, lubrication, tune ups and transmission work, provided it is conducted within a completely enclosed building. Such use shall not include the retail sale of fuel, gasoline or petroleum products.

**Vehicle Trip:** means a single or one-way vehicle movement to or from a property or study area.

**Vested Property Right:** shall mean the right to undertake and complete the development and use of property under the terms and conditions of a [site specific development plan](#) approved as provided in this Code and Article 68 of Title 24, C.R.S.

**Veterinary Facility:** means any facility maintained by or for the use of a licensed veterinarian in the diagnosis, treatment or prevention of animal diseases wherein the overnight care of said animals is prohibited except when necessary in the medical treatment of the animal.

**Veterinary Facility, Large Animal Clinic:** means a veterinary facility that treats anything other than small animals treated at small animal clinics.

**Veterinary Facility, Small Animal Clinic:** means a veterinary facility that treats domestic cats, dogs, small mammals such as rabbits and ferrets, parrots and similar caged birds, and non-poisonous reptiles, amphibians, aquatic animals and arachnids commonly kept in the home.

**Violation (Flood Plain Regulations):** The failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

**Walkable:** means a distance of one-quarter (.25) mile or within a five to 10 minute walk.

**Walkway:** means a right-of-way dedicated to public use that is not within a street right-of-way that facilitates pedestrian access through a subdivision block by means of a hard surface path, or any portion of a parking area restricted to the exclusive use of pedestrian travel.

**Walkway, Connecting:** means any street sidewalk, or any walkway that directly connects a building entrance(s) to a sidewalk adjoining a street sidewalk, and connects other origins and destinations for pedestrians, including but not limited to commercial establishments, schools, parks, dwellings, work places and transit stops, without requiring pedestrians to walk across parking lots or driveways, around buildings or following parking lot outlines which are not aligned to a logical route.

**Warehouse and Distribution:** means storage, wholesale, and distribution of manufactured products, supplies or equipment, including accessory offices or showrooms, including incidental retail sales, but excluding bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions.

**Warehousing:** means a business which stores or stocks merchandise or commodities.

**Water Surface Elevation:** means the height, in relation to the NGVD of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
**Wireless Telecommunication Equipment**: means any equipment used to provide wireless telecommunication service which is not affixed to or contained within a wireless telecommunication facility, but is instead affixed to or mounted on an existing building or structure that is used for some other purpose. Wireless telecommunication equipment also includes a ground mounted base station used as an accessory structure that is connected to an antenna mounted on or affixed to an existing building.

**Workshops and Custom Small Industry**: means a facility wherein goods are produced or repaired by hand, using hand tools or small-scale equipment, including small engine repair, furniture making and restoring, upholstering, restoration of antiques and other art objects, or other similar uses.

**X**

**Y**

**Yard**: means an area on a lot between the lot line and the nearest principal structure, unoccupied and unobstructed by any portion of a structure from the ground upward.

**Yard, Front**: means a yard extending across the full width of the lot between the front lot line and the nearest line or point of the building.

**Yard, Rear**: means a yard extending across the full width of the lot between the rear lot line and the nearest line or point of the building.

**Yard, Side**: means a yard extending from the front yard to the rear yard between the side lot line and the nearest line or point of the building.

**Z**

**Zero Lot Line**: means the location of a structure on a lot in such a manner that one or more of the structures' sides rests directly on a lot line.
## EXECUTIVE SUMMARY:
In coordination with the Town, Village Homes redesigned and oversized the sanitary sewer thru Timnath Ranch 1st to allow the South Town Lateral to be routed thru their property. The Town agreed to cover the additional costs related to the redesign and construction.

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

## KEY POINTS/SUPPORTING INFORMATION:
- Allowed for the connection of the South Town Lateral to the system in Timnath Ranch 1st, which eliminated the need for a sewer line in River Pass from Three Bell to the railroad tracks.
- Riverbend PIA included funds for the South Town Lateral connection thru the Riverbend Property. These funds can be used to cover this reimbursement as they have not been transferred to the Offsite Sewer Expansion budget yet.
- Created the ability to provide sewer service to the southwest area of the Town & completed the connection to the Old Town sewer.
- Ultimately, the Town will recover these expenditures thru infrastructure reimbursements as properties connect to the system.

## ADVANTAGES:
Work was required for the project.

## DISADVANTAGES:
None

## FINANCIAL IMPACT:
Riverbend Infrastructure (PIA) included $395,730 for South Town Lateral construction. Remaining funds will come from Riverbend ($4,270) and overall Offsite Sewer Expansion Project Budgets ($50,000).

## RECOMMENDED MOTION:
I move to approve Resolution No. 78, Series 2015 approving the Reimbursement to Village Homes for Sanitary Sewer Construction.

## ATTACHMENTS:
1. Resolution, 2. Purchase Authorization
Town Council Purchase Authorization

Date: 11/4/2015

Vendor: Village Homes

Department: Engineering

Project: South Town Lateral / Offsite Sewer

Description: In coordination with the Town, Village Homes redesigned and oversized the sanitary sewer thru Timnath Ranch 1st to allow the South Town Lateral to connect. The Town agreed to cover the additional costs related to the redesign and additional construction costs.

<table>
<thead>
<tr>
<th>Is this purchase more than $25,000</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this the purchase of Real Estate or Land</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this the purchase of Public Art</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a budget request for a purchase that will exceed the approved budget</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Advantages: Allowed for the South Town Lateral & Downtown sewer to be connected to the SFCSD. Ultimately provides sewer service to the southwest area of the Town. The costs will be recovered thru reimbursement fees as properties to connect to it.

Disadvantages: None.

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverbend Infrastructure</td>
<td>$1,150,000</td>
<td>$1,126,593</td>
<td>$873,000</td>
<td>$400,000</td>
<td>$496,407</td>
</tr>
<tr>
<td>Offsite Sewer Extension</td>
<td>$200,000</td>
<td>$249,822</td>
<td>$115,000</td>
<td>$50,000</td>
<td>$15,178</td>
</tr>
</tbody>
</table>

Financial Impact: Riverbend PIA included $395,730 for Offsite Sewer reimbursement. Riverbend 2015 Estimated was increased to $2,023,000 in the CIP update to account for 2014 budget not expended. Offsite sewer increase to account for budget not expended in 2014.

Recommendation/Justification: Recommend approval. Amounts are available in overall project budgets which spanned multiple years.

[Signatures and dates]

Requesting Department Signature

Town Manager Signature

Date
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 78, SERIES 2015

A RESOLUTION APPROVING A REIMBURSMENT TO VILLAGE HOMES FOR SANITARY SEWER CONSTRUCTION.

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

WHEREAS, Town policy is that material agreements and other documents requiring formal Town approval should be approved by resolution; and

WHEREAS, Village Homes coordinated with the Town to redesign and oversize the sanitary sewer thru the Timnath Ranch 1st Property.

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

Section 1. Approval
The Town hereby approves the Reimbursement and authorizes its payment by the Mayor, or other person authorized by the Town adopted resolution or Documents.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN OF TIMNATH, ON NOVEMBER 10, 2015.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
EXECUTIVE SUMMARY:
This Resolution will allow the interior of the Administration Building to be remodeled to better fit the needs of the Town Staff.

ADVANTAGES:
This will allow the Public Safety an enclosed area to provide a higher level of confidence and their own entrance to the building.
The Town Clerk will also be getting a secure office.
The Community Development will receive an area that will allow for additional workspace.

DISADVANTAGES:
This eliminates available space for future growth.

FINANCIAL IMPACT:
The costs associated with some of the changes in electrical, insulation and redesigning of the cubicles ended up being higher than anticipated.

RECOMMENDED MOTION: I move for approval of Resolution No. 79, Series 2015, A Resolution Authorizing the Construction in the interior of the Administration Building.

ATTACHMENTS: Resolution No. 79, Series 2015
# Request for Purchase Exceeding Approved Budget

<table>
<thead>
<tr>
<th>Date</th>
<th>11/4/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor</td>
<td>McCauley Constructors Inc, Workspace Innovations and Corkat</td>
</tr>
<tr>
<td>Department</td>
<td>Admin</td>
</tr>
<tr>
<td>Project</td>
<td>Interior Remodel of Administration Building</td>
</tr>
</tbody>
</table>

**Description:**
We will be adding 2 walls to create workspace for the Town Clerk and Public Safety Department, an exterior door for the Public Safety Department and the cubicles will be reconfigured to create a workspace for the Community Development Department.

**Advantages:**
Public Safety, Town Clerk and Community Development Departments will be gaining a space that will benefit the workflow and processes within their departments.

**Disadvantages:**
The space within the building will be utilized to the maximum and will not allow for future growth or expansion.

**Explanation of why this purchase is needed:**
To create workspace needed for these departments.

**Financial Impact:**
The costs associated with some of the changes in electrical, insulation and redesigning and reconfiguration of the cubicles came in much higher than originally budgeted. The total project will cost $36,500.

**Where are the additional funds coming from:**
Cost savings from various General Fund accounts

**Does this purchase require Council's approval**

- [x] Yes
- [ ] No

**Recommendations:**
Approval to allow construction

---

Requesting Department Signature: __________________________ Date: 11/4/2015

Town Manager Signature: __________________________ Date: 11/4/2015
A RESOLUTION AUTHORIZING THE CONSTRUCTION IN THE INTERIOR OF THE ADMINISTRATION BUILDING

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

WHEREAS, Town policy is that material agreements and other documents requiring formal Town approval should be approved by resolution; and

WHEREAS, the Construction contract for the interior of the Administration Building is above $25,000 and requires the formal approval of Council

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

Section 1. Approval
The Town hereby approves the authorization of the construction in the interior of the Administration Building

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN OF TIMNATH, ON NOVEMBER 10, 2015.

TOWN OF TIMNATH, COLORADO

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Milissa Peters, CMC
Town Clerk
This Standard Services Agreement, hereinafter "Agreement", is made by and between the Town of Timnath, hereinafter the "Town", and the undersigned contractor, hereinafter the "Contractor", and both collectively referred to from time to time herein as the "Parties".

WHEREAS, the Town desires to retain Contractor for the services as described herein; and

WHEREAS, the Contractor desires to be retained by the Town for the services as described herein.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

1. BASIC TERMS:

   A. Name, Address, and Phone Number of the Parties.

      a. Town:
         Town of Timnath
         4800 Goodman Street
         Timnath, Colorado  80547
         Phone: 970-224-3211

      b. Contractor:
         McCauley Constructors Inc
         650 Innovation Circle
         Windsor, CO 80550
         Phone: 970-686-6320

   B. Scope of Services.  The scope of services shall be as set forth in ATTACHMENT A to this Agreement.

   C. Compensation.  The services set forth in this Agreement shall be completed for an amount not to exceed S29,245.00.  Not later than the tenth (10th) of each month, Contractor shall submit an invoice to the Town for the prior month's services.

   D. Term.  The term commences on the Commencement Date and terminates on the Termination Date as hereinafter defined.
E. **Commencement Date.** The "Commencement Date" is **November 10, 2015** and is when the services described in this Agreement are to commence.

F. **Termination Date.** The "Termination Date" of this Agreement is **December 31, 2015**.

G. **Approval by the Town Council.** This Agreement **X** is _____ is not (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

H. **Termination.** Either Party may terminate this Agreement upon **thirty (30) days** written notice to the other.

2. **CONTRACTOR NOT EMPLOYEE.** Contractor is an independent contractor and not an employee, partner or agent of the Town.

   As an Independent Contractor you are not entitled to workers' compensation benefits and that as an Independent Contractor you are obligated to pay federal and state income tax on any moneys earned pursuant to our contract relationship.
The Contractor shall, at all times, be an independent contractor. The Contractor shall have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Independent Contractor or Independent Contractor’s employees be considered employees or agents of the Town.

3. INDEMNIFICATION. Contractor shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

4. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE. Town has selected Contractor because of Contractor's special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability insurance, at its expense, in an amount of at least $1,000,000.00 and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury or destruction of property including loss of use resulting therefrom.

Any such insurance shall name the Town of Timnath as an additional insured. The Contractor shall deliver to the Town at the time of entering into this contract copies of policies of
liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

5. DOCUMENTS. All documents prepared or furnished by Contractor (and independent professional associates and sub-contractors”) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit for ninety (90) days after final payment under this Agreement and shall be retained and available for audit purposes for at least five (5) years after final payment hereunder.

6. TABOR. Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

   a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

   b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31.

   c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

   d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

7. CONFIDENTIALITY. The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C. R. S. § 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.
8. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES. "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

(1) The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program, pursuant C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(2)(a) The Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or

(II) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:

(I) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three
(3) **days** the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) The Contractor shall comply with any reasonable request by the Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5.102(5).

(3) If the Contractor breaches this **Section 8**, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

(4) The Contractor shall, within **twenty (20) days** after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Contractor has not accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the Program every **three (3) months** until the Contractor is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is discontinued.

9. **MISCELLANEOUS.**

A. **Severability/Governing Law.** This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

B. **Entire Agreement.** It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.
C. Waiver and Modification. The waiver by Town of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of services hereunder by Town shall not be deemed to be a waiver of any preceding breach by Contractor of any term, covenant or condition of this Agreement. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.

D. Headings. The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

E. Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

F. Corporate Authority. If Contractor is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors, partners, or members of said entity or in accordance with the governing documents of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

G. Notices. Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given:

a. On the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified in Section 1, above;

b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in Section 1, above; or

c. Within twenty-four (24) hours after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in Section 1, above.

Either party may change such address by fifteen (15) days written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

H. NON-ASSIGNMENT. This Agreement is an agreement for services by which
Contractor was selected for Contractor's special expertise. This Agreement may not be assigned by either Party.

I. LAWFUL PRESENCE AFFIDAVIT. If a natural person, the undersigned shall complete the attached Lawful Presence Affidavit, ATTACHMENT B.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the 10\textsuperscript{th} day of November, 2015.

TOWN OF TIMNATH

By: ________________________________  
Jill Grossman-Belisle  
Title: Town Mayor

ATTEST:

___________________________  
Milissa Peters, Town Clerk

CONTRACTOR:

__________________________________________
By: ________________________________
Title: ________________________________
The foregoing **Standard Services Agreement** was acknowledged before me this ______ day of __________________, 20_______ by Jill Grossman-Belisle as the **Mayor** of the **Town of Timnath**.

Witness my hand and official seal.

My commission expires: __________________

____________________________________
Notary Public

____________________________________
Address

The foregoing **Standard Services Agreement** was acknowledged before me this ______ day of __________________, 20_______ by __________________________ as the **Contractor**

Witness my hand and official seal.

My commission expires: __________________

____________________________________
Notary Public

____________________________________
Address
ATTACHMENT A
(Scope of Services)
PROPOSAL

October 28, 2015

Town of Timnath:
Request for Proposal: ADMINISTRATION BUILDING – INTERIOR IMPROVEMENTS
4800 Goodman Street
Timnath, CO 80547

Attn: Dezire Sanchez

Mrs. Sanchez,

MCCAULEY Constructors Inc., “MCCAULEY”, is pleased to provide to you our firm’s proposal for the requested construction services on your upcoming project:

Town of Timnath – Administration Building Interior Improvements;
4800 Goodman Street, Timnath CO 80547

Designer: Hauser Architects, P.C.
Drawings dated: August 5, 2015
Sheet Numbers: Two (2) Pages: Cover Sheet; Sheet A1
Specifications: Only on above sheets
Scope of Services:
Modifications to the interior of the existing Timnath Administration Building including two new walls to bottom of grid; two interior coors; one new exterior door with sidelight; modification of existing electrical and lighting. HVAC and sprinkler system to accommodate new walls; sound batt in “Police” wall; new base trim; drywall, texture and paint to match existing. Existing carpet to remain.

Clarifications:
1. Any changes incorporated into the project due to building permit review may require additional compensation.
2. Town of Timnath Plan Review, Poudre Fire Authority and Permit Fees are not included.
3. Use/Sales Tax not included

Exclusions:
1. No sound batt insulation in Accounting wall, only in Police wall
2. No corner guards included
3. No windows included on either exterior or interior doors, only sidelight by exterior.

Schedule:
Construction Duration: 3-4 weeks
PROPOSAL

October 28, 2015

Town of Timnath
Request for Proposal: ADMINISTRATION BUILDING – INTERIOR IMPROVEMENTS
4800 Goodman Street
Timnath, CO 80547

Attn: Dezire Sanchez

Proposal:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>$9,163.00</td>
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<tr>
<td>Demo Exterior Window/Wall for Door</td>
<td>$1,139.00</td>
</tr>
<tr>
<td>Framing, Drywall, Insulation &amp; Texture</td>
<td>$3,147.00</td>
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<tr>
<td>Doors/Hardware, Flashing, Installation &amp; Glazing</td>
<td>$4,939.00</td>
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<tr>
<td>Painting &amp; Base Trim</td>
<td>$2,291.00</td>
</tr>
<tr>
<td>HVAC &amp; Fire Sprinkler Modification</td>
<td>$870.00</td>
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<tr>
<td>Electrical &amp; Lighting Modification</td>
<td>$2,120.00</td>
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<tr>
<td>Site Protection, Cleaning &amp; Disposal</td>
<td>$2,443.00</td>
</tr>
<tr>
<td>Construction Fee</td>
<td>$3,133.00</td>
</tr>
</tbody>
</table>

Proposal Total: $29,245.00

MCCAULEY CONSTRUCTORS INC.
a Colorado Corporation
Leon J. McCauley
President

Address: P.O. Box 200 - 650 Innovation Circle
         Windsor, Colorado 80550
Phone: 970.686.6300
Fax: 970.686.6320
Email: Leon@mccauleyconstructors.com
ATTACHMENT B
LAWFUL PRESENCE AFFIDAVIT

If you are the sole proprietor (not Inc. or LLC) of your business, you must now comply with the requirements of House Bill 06S-1023. If you have not done so in a previous year, you must:

Complete the Lawful Presence Affidavit below.
Sign the Affidavit before a Notary Public (A notary is available at Town Hall)
Return the Affidavit with your signed contract, application or renewal.
Enclose a copy of the identification presented to the Notary (e.g. driver’s license)

(This form should only be filled out by applicants who are applying as a sole proprietor)
I, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

_____ I am a United States citizen; or
_____ I am a legal Permanent Resident of the United States; or
_____ I am otherwise lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a license or permit or am contracting with the Town, which falls under the definition of a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

_________________________        _______________________
Signature                  Date

STATE OF COLORADO )
COUNTY OF __________)ss

SUBSCRIBED and sworn to before me, the undersigned Notary Public, this ___ day of ____________, 20____, by ________________________________, who presented ________________________________ as identification.

(Document Provided and Document Number)

My Commission Expires: ________________

Notary Public

Per HB 06S-1023, you must provide a copy of one of the following IDs with this Affidavit.

Colorado Driver’s License                    Colorado ID card
Military IDs                                  Coast Guard mariner document
Native American tribal document
**EXECUTIVE SUMMARY:** The Larimer County Board of Commissioners has approached the municipalities within Larimer County regarding the use of their general property tax mill levy. It is within the County’s authority to assign specific mill levies to departments and uses at their discretion as long as their overall levy does not change. The growth in assessed valuation in Larimer County has presented an opportunity to adjust that assignment so that the road and bridge levy increases with affecting the revenue of other departments but yielding additional dollars to be used as a match for grants funding I-25 improvements.

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

**KEY POINTS/SUPPORTING INFORMATION:**
- The proposed increase in the road and bridge mill levy will not increase the overall Larimer County levy.
- Municipalities will forgo revenues that they would normally receive from the increase in the road and bridge levy so that funding can be accumulated toward funding the grant match for I-25 improvements. (Estimated to be approximately $2,000,000 per year in total)
- Timnath’s annual road and bridge tax levy income for 2015 was estimated to be $12,000.
- The County’s portion of the increased road and bridge mill levy will be used for regional transportation improvement projects to benefit the residents of Timnath, unincorporated Larimer County and other communities.
- The County will work with Timnath to prepare an intergovernmental agreement to cover these terms.

**ADVANTAGES:** The proposal allows Larimer County to accumulate funds for matching grants for I-25 improvements. In addition, it allows the region to leverage road and bridge tax revenues for a greater purpose through grant funding.

**DISADVANTAGES:** The Town will not have access to increased revenue as a result of the increased levy.

**FINANCIAL IMPACT:** The amount of the increase to be generated is small will have an insignificant impact on our budget.

**RECOMMENDED MOTION:** I move approval of Resolution No.80, Series 2015 entitled “A Resolution of Support for the Use of Larimer County Mill Levy Funds for Interstate 25 (I-25) improvements.”

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

WHEREAS, the Timnath Town Council recognizes that I-25 is an integral part of the transportation system in northern Colorado that connects communities along the Front Range and further recognizes the need to expand the number of travel lanes to safely accommodate current and future traffic; and

WHEREAS, the Colorado Department of Transportation (CDOT) is making application for a Risk and Resiliency grant, through a Presidential Challenge, to replace three (3) bridges on I-25 (Cache la Poudre, Big Thompson and Little Thompson) and to repair the Saint Vrain Bridge; and

WHEREAS, CDOT has identified these bridges as ‘pinch points’ that currently restrict expansion of the number of lanes on I-25 in northern Colorado; and

WHEREAS, the Risk and Resiliency grant for the bridges is a portion of a larger grant application for the entire State of Colorado that is scheduled to be evaluated and awarded by the end of 2015; and

WHEREAS, the Town Council understands that the increased property valuations for Larimer County property owners in 2015 provides an opportunity to temporarily increase the road and bridge mill levy for a period of five years without detriment to Larimer County municipalities and without modifying the total mill levy; and

WHEREAS, the Board of County Commissioners presented to the Larimer County Joint Regional Meeting on October 22, 2015 to the eight (8) communities within Larimer County (Fort Collins, Loveland, Berthoud, Estes Park, Wellington, Timnath, Windsor, and Johnstown) the concept of temporarily moving general fund mill levy to road and bridge mill levy with each local government contributing their increased portion to I-25 improvements; and

WHEREAS, the increased mill levy is estimated generate approximately $5.3 million over the 5 years for use on I-25 and the remaining Larimer County funds, estimated at approximately $4.7 million, will be used on a regional project(s) that will benefit residents of the County including those residing within the eight (8) communities listed previously; and
WHEREAS, the Larimer County Board of County Commissioners has asked that each community pass a resolution committing to the temporary mill levy adjustment for I-25 for Larimer County budget approval purposes with the expectation the Larimer County Board of Commissioners will work with said communities to develop an Inter-Governmental Agreement;

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

Section 1. That the Timnath Town Council hereby supports the shift of funds from the mill levy general fund to the mill levy road and bridge fund for a period of five (5) years adjusting the increase mill to generate approximately $2,000,000 per year.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON NOVEMBER 10, 2015.

TOWN OF TIMNATH, COLORADO

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Milissa Peters, CMC
Town Clerk
**EXECUTIVE SUMMARY:**
- Change Order No. 1 to the Agreement between the Town and Korby Landscape LLC to the landscape median improvements along Harmony Road and the Main Street Traffic Circle

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

**KEY POINTS/SUPPORTING INFORMATION:**
- Town Council authorized a budget adjustment to the Harmony Road Phase IIA project to $260,000. This budget amount included the following:
  - Korby contract = $185,354.10
  - ¾” Irrigation Tap = $36,784.00
  - Design, presentation, renderings, bidding, and construction administration = $30,000.00
  - Project contingency = $7,861.90
- Town Council has requested improvements to the Main Street traffic circle that includes boulders, stone wall, and plantings. This change order also includes the purchase and installation of 7 additional boulders to the Harmony medians.
- This change order will exceed the budget authorized by Town Council for the Harmony Road Phase IIA. However, the improvements at the Main Street traffic circle fall under the 2015 Capital Outlay budget line item “Signage and Monumentation” in the amount $500,000.
- Change Order No. 1 = $25,730.61

**ADVANTAGES:**
- Beautification of the Harmony corridor within the Town.
- Creation of an entry feature to Old Town Timnath at the Main Street traffic circle.

**DISADVANTAGES:**
- Additional maintenance

**FINANCIAL IMPACT:**
- This is a budgeted item and is within the $500,000 budget for the “Signage and Monumentation” Capital Outlay for 2015.

**RECOMMENDED MOTION:**
- I move to approve Resolution No. 81, Series 2015 approving Change Order No. 1 to the Agreement with Korby Landscape LLC for the Harmony Road Phase IIA – Landscape Medians.

**ATTACHMENTS:**
1. Resolution
2. Change Order No. 1
3. Town Council Purchase Authorization
Town Council Purchase Authorization

Date: November 10, 2015
Vendor: Korby Landscape LLC
Department: Community Development
Project: Harmony Median Landscape Improvements Change Order

Description: Change Order No. 1 to the agreement with Korby Landscape LLC for Harmony median improvements and the Main Street traffic circle monumentation. Addition of boulders to the Harmony medians, a stone wall, boulders, and plant materials at the Main Street traffic circle.

Is this purchase more than $25,000   X Yes   No
Is this the purchase of Real Estate or Land Yes No
Is this the purchase of Public Art Yes No
Is this a budget request for a purchase that will exceed the approved budget Yes No

Advantages: Beautification of the Harmony corridor within the Town.
Creation of an entry feature to Old Town Timnath at the Main Street traffic circle

Disadvantages: Additional maintenance

<table>
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<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
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<tr>
<td>Signage and Monumentation</td>
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<td>$500,000</td>
<td>$0.00</td>
<td>$25,730.61</td>
<td>$474,269.39</td>
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</table>

Financial Impact: Expense is a budgeted item under Capital Outlay: Signage and Monumentation.

Recommendation/Justification: Recommend approval

Requesting Department Signature

Date: 11/4/15

Town Manager Signature

Date: 11/5/15
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 81, SERIES 2015

A RESOLUTION APPROVING A CHANGE ORDER #1 TO THE “STANDARD SERVICES AGREEMENT” WITH KORBY LANDSCAPE, LLC FOR THE HARMONY MEDIAN LANDSCAPE IMPROVEMENTS

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

WHEREAS, Town policy is that material agreements and other documents requiring formal Town approval should be approved by resolution; and

WHEREAS, a change order with Korby Landscape LLC for construction services is attached hereto as Exhibit A.

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

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN OF TIMNATH, ON NOVEMBER 10, 2015.

TOWN OF TIMNATH, COLORADO

________________________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________________________
Milissa Peters, CMC
Town Clerk
CHANGE ORDER NO. 1

Dated: November 10, 2015

CONTRACT FOR: Harmony Median Landscape Improvements

OWNER: Town of Timnath  Agreement Date: August 12, 2015

CONTRACTOR: Korby Landscape LLC  Engineer’s Project No: 0879.0602.00

The following changes are hereby made to the Contract Documents:

Description:
1. Purchase and install 7 brownstone boulders along the Harmony median and 5 brownstone boulders within the Main Street traffic circle.
2. Purchase and install brownstone dry stack wall with stone caps.
3. Purchase and install topsoil within the Main Street traffic circle.
4. Purchase and install plants in the Main Street traffic circle.
5. Traffic control during construction.

Attachments: Korby Landscape LLC change order

ADJUSTMENT TO CONTRACT PRICE

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<th>Description</th>
<th>Amount</th>
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<td>Original Contract Price</td>
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<td>Net Change Previous Change Orders No. ___ to No. ___</td>
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<tr>
<td>Contract Price prior to this Change Order</td>
<td>$ 185,354.10</td>
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<tr>
<td>Net Adjustment Resulting from this Change Order (+ or -)</td>
<td>$ 25,730.61</td>
</tr>
<tr>
<td>Current Contract Price Including this Change Order</td>
<td>$ 211,084.71</td>
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Recommended:  Approved:  Approved:

TST, Inc.  Town of Timnath  Korby Landscape LLC
Engineer  Owner  Contractor

By:____________________  By:____________________  By:____________________

Date:__________________  Date:__________________  Date:__________________
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<th>Description</th>
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<tr>
<td>BIDDING OPTION 1 BROWNSTONE DRYSTACK WITH BROWNSTONE BOULDER JUMPERS</td>
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<td></td>
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<td>BROWNSTONE BOULDERS</td>
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<td>TOPSOIL YARDPRIDE</td>
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<td>Cobblestone 2-3&quot; - per ton</td>
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<td>6&quot; Fabric pins</td>
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<td>38.50</td>
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<td>Glue for Caps</td>
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<td>Trucking &amp; Hauling Charge FOR STONE SOIL AND BOULDERS</td>
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<td>Hours of Tractor or skid work</td>
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<td><strong>Total</strong></td>
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<td>$12,276.76</td>
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**EXECUTIVE SUMMARY:** The Agreement is a subdivision improvement agreement (“SIA”) that establishes obligations of Developer to provide certain public improvements and landscaping necessitated by the proposed development of Timnath Ranch Second, Third, Fifth, Sixth, and future filings. The Agreement carries forward and implements various requirements contemplated in the settlement agreement between the Town of Timnath and Timnath Ranch, LLC dated June 10, 2014 (“Settlement Agreement”).

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

**KEY POINTS/SUPPORTING INFORMATION:**
This Agreement:

- Is substantially in the form of the Town’s template SIA.
- Will govern current and future filings of Timnath Ranch.
- Provides for developer construction of public improvements including but not limited to all potable and non-potable waterlines, sewer lines, fire hydrants, potable and non-potable water or sewer distribution facilities, irrigation facilities, drainage structures, paved streets, including curbs, sidewalks, gutters and necessary appurtenances, abutting streets, and other offsite improvements to account for impacts which will be generated by the proposed uses of the property.
- Provides for developer construction of trails in accordance with the Town’s PROST Plan.
- Provides for developer installation and maintenance of landscaping.
- Provides for Park Land Dedication: Heritage Park Site shall be dedicated by December 31, 2016, as prescribed in the Settlement Agreement.
- Provides for a Boxelder Floodplain Mitigation Fee in the amount of $6,726 per acre. The Property’s acreage to be removed from the Boxelder floodplain is 18.668 acres. The total Boxelder Floodplain Mitigation Fee for the Property is $125,560.97, paid on a pro rata basis upon recordation of the plat for the applicable filing.
- Developer’s previous dedication of the Bethke Elementary School Site satisfies Developer’s school district impact fee requirement, no school district fee in lieu will be required in connection with the development of the Property.

**ADVANTAGES:** Provides for the cooperative agreement to provide certain public improvements and landscaping necessitated by the proposed development of the Property.
**DISADVANTAGES:** Development will require increased municipal services.

**FINANCIAL IMPACT:** The likely financial impact of the project is anticipated to be positive, as the project is anticipated to generate additional property tax base, and the impact fees to be paid by the Developer are intended to offset the increase in municipal services costs associated with the project.

**RECOMMENDED MOTION:** I move approval of Resolution No. 82, Series 2015 approving A Subdivision Improvement Agreement For Timnath Ranch Second, Third, Fifth, Sixth, and Future Filings between the Town of Timnath and Timnath Ranch, LLC.

**ATTACHMENTS:**
1. Resolution
2. Agreement
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 82, SERIES 2015

A RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

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, attached hereto as Exhibit A is the SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS between the TOWN OF TIMNATH and TIMNATH RANCH, LLC (the “Agreement”); and

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

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

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON NOVEMBER 10, 2015.

TOWN OF TIMNATH, COLORADO

_________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
AMENDED AND RESTATED
SUBDIVISION IMPROVEMENT AGREEMENT FOR
TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH AND FUTURE FILINGS

THIS AGREEMENT made as of this 10th day of November, 2015 by and between TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation (the “Town”); and Timnath Ranch, LLC (the “Developer”). Collectively, the Town and the Developer are referred to herein as the “Parties”.

RECITALS

A. Developer is the owner of those certain parcels of that certain real property located in Town of Timnath, as further described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference (the “Property”).

B. The Property was annexed to Town by Ordinance No. 6-2004, adopted on May 5, 2004, and is subject to the terms and conditions of that certain Annexation and Development Agreement for the Timnath Ranch Property between the Town and Developer, dated as of May 5, 2004 and recorded against the Property in the Larimer County Real Property Records on June 7, 2004, at Reception No. 20045054883, and the Weld County Real Property Records on June 7, 2004, at reception No. 3187679, and as amended by that certain First Amendment to Annexation and Development Agreement for the Timnath Ranch Property, dated May 25, 2005 (collectively, the “Annexation Agreement”).

C. On February 7th, 2007, the Town Council of Town of Timnath, after holding all necessary public hearings and having received a recommendation of approval from the Timnath Planning Commission, approved by Resolution No. E-2007, a final plat for Filing Three of the development of the Property.

D. On June 10, 2014, the Town Council of the Town of Timnath introduced, moved and adopted Resolution No. 35, Series 2014, a Resolution approving the Timnath Ranch Settlement Agreement (the “Settlement Agreement”).

E. The approval of any final plat for the Property is conditioned upon the execution of this Subdivision Improvement Agreement (the “Agreement”), which establishes the obligation of Developer to provide certain public improvements and landscaping necessitated by the proposed development of the Property.

F. Developer acknowledges that the obligations of Developer set forth herein are reasonably attributable to the special impacts which will be generated by the proposed uses of the Property, and that the terms and conditions set forth in this Agreement are necessary, reasonable and appropriate.
AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions of the Developers covenant to provide Public Improvements, as defined below, for the Property, and the fees to be paid by the Developer associated with additional public infrastructure necessary to support the development of the Property. All conditions contained herein are in addition to the provisions of the Annexation Agreement, all land use approvals previously granted by Town for the Property, any and all requirements of the Town of Timnath Municipal Code, any and all applicable local, state, and federal law, and any other ordinances of Town of Timnath. The obligations of this Agreement are not intended to supersede any statutory or regulatory requirements referenced in this paragraph.

2. **Definitions.** Unless this Agreement otherwise clearly indicates, the following words and phrases shall be defined as follows:

   A. “**Town**” shall refer to the Town of Timnath, Colorado, a Municipal Corporation organized pursuant to the laws of the State of Colorado, and shall include Town Manager, or other designee or official, body or agency designated by resolution, ordinance, or statute to act on behalf of Town.

   B. “**Developer**” shall mean Timnath Ranch, LLC, and shall include any agent as authorized by a formal operating agreement, corporate resolution, or similar document, and person acting in accordance with a duly executed and effective power of attorney granting the attorney-in-fact full authority to act in the stead of Developer.

   C. “**Code**” shall refer to the Timnath Municipal Code, including the Land Use Code therein, as it exists on the date of approval of any Final Plat and as it may be amended in the future.

   D. “**Landscaping**” shall refer to the landscaping for the Property described in this agreement and shown on the Landscaping Plan attached hereto as **Exhibit D**, including the cost thereof.

   E. “**Final Plat**” shall refer to any “Timnath Ranch Subdivision” plat filing for Filing Nos. 2, 3, 5, 6 and any future filings, or amendments approved in the future by the Town Council that have been or will be submitted in connection with any given Phase of development of the Property.

   F. “**Final Acceptance**” shall have the meaning set forth in Paragraph 13.

   G. “**Initial Acceptance**” shall have the meaning set forth in Paragraph 12.
H. “Phases” shall refer to development of the Property in separate phases, in accordance with the Phase Plan attached hereto as Exhibits E and F, inclusive, attached hereto and incorporated herein by reference, identifying Public Improvements and Landscaping, are each separated into the appropriate Phase. It is assumed that all Phases shall be constructed in sequential numerical order. If Phases are not constructed in sequential order, any Public Improvements and Landscaping tied to a Phase that is being passed over nonetheless may, upon the Town’s determination in its reasonable discretion that such Public Improvements and Landscaping are necessary for the Phase being constructed, be required as if the Phases are being constructed in sequential order. Phases in Filing Nos. 3, 5, and any future filings are incorporated herein or may be incorporated in the future by amendment to the exhibits attached hereto.

II. “Property” shall mean the real property described in the recitals hereto.

J. “Public Improvements” shall refer to those facilities described in this Agreement and the Exhibits hereto, and shall include but not be limited to all potable and non-potable waterlines, sewer lines, fire hydrants, potable and non-potable water (if required) or sewer distribution facilities, irrigation facilities, drainage structures, paved streets, including curbs, sidewalks, gutters and necessary appurtenances, as shown on the Final Plat for each Phase and the associated construction documents.

K. “Warranty Period” shall have the meaning set forth in Paragraph 12.

3. Agreement and Other Requirements. Developer hereby understands and agrees that the Property is subject to the conditions and requirements of this Agreement, the Annexation Agreement, all Final Plats, the zoning for the Property, and the Settlement Agreement Dated June 10, 2014 at Resolution No. 35, Series 2014. The Parties agree and acknowledge that the official zoning map as described in Resolution No. F-2007, adopted by the Town on February 7, 2007, reflects the current zoning for the Property. Nothing herein shall relieve Developer of any financial obligation to Town contained in this Agreement or any other agreements to which Developer is a party or pursuant to Town Code.

4. Fees. In addition to all fees due pursuant to the Annexation Agreement, and as a condition to any person seeking a building permit for any improvement on the Property, the person seeking such building permit shall be required to pay all fees, charges and costs required by the Code at the time of application for the building permit.

A. Park Land Dedication: Heritage Park shall be dedicated by December 31, 2016, as prescribed in the Settlement Agreement attached hereto as Exhibit G. Developer acknowledges that there are remaining park public improvement requirements that shall be satisfied pursuant to the Town Code.

B. Boxelder Floodplain Mitigation Fee: A Conditional Letter of Map Revision (“CLOMR”) is the Federal Emergency Management Agency’s (“FEMA”) comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of
the existing regulatory floodway. The Boxelder Floodplain Mitigation Fee, including FEMA’s CLOMR fee, attributable to this Property is $6,726 per acre. The Property’s acreage to be removed from the Boxelder floodplain is 18.668 acres, as shown in the CLOMR map in Exhibit H-1, attached hereto and incorporated herein by reference. The total Boxelder Floodplain Mitigation Fee for the Property is $125,560.97, and shall be paid by the Developer to the Town, which fee shall be due on a pro rata basis upon recordation of the plat for the applicable filing.

C. School District Fees: The Parties acknowledge that Developer’s previous dedication of the Bethke Elementary School Site shall serve as satisfaction of Developer’s school district impact fee requirement, and that no school district fee in lieu shall be required in connection with the development of the Property.

5. Completion of Public Improvements and Landscaping. Developer shall install all Public Improvements and landscaping in compliance with the requirements of this Agreement at Developer’s expense. Toward this end, Developer is authorized to coordinate with a metropolitan district or districts to provide Public Improvements, but Developer shall retain primary responsibility for all Public Improvements. Any metropolitan districts are separate entities and are not parties to this Agreement. The Public Improvements and Landscaping required by this Agreement and shown on the Final Plat for each Phase and associated construction documents, are set forth on the Exhibits hereto, which Exhibits shall be supplemented as future plats are processed. The anticipated costs of the Public Improvements and the Landscaping are included in line-item format on the Exhibits attached hereto, as applicable. Developer acknowledges these costs are estimates and the actual costs of such Public Improvements and Landscaping may vary between approval of this Agreement and construction of the applicable Public Improvements and Landscaping. All Public Improvements and Landscaping covered by this Agreement shall be constructed in accordance with the Final Plat for each Phase and associated plans and construction documents, which shall be approved by the Town and shall be drawn according to the Town’s then-existing regulations and construction standards for such Public Improvements and Landscaping (collectively, the “Approved Plans”).

6. Public Improvements to be Managed by Districts. Developer has included the Property within the Town’s boundaries for the purpose of securing potable water services to the Property to be provided by Fort Collins Loveland Water District (the “Water District”), and for the purpose of securing sanitary sewer services to the Property to be provided by South Fort Collins Sanitation District (the “Sewer District”) (the Water District and Sewer District are collectively referred to as the “Districts”). Developer acknowledges that it is in the Town’s best interest that ongoing potable water and sanitary sewer services and infrastructure are properly coordinated with services and infrastructure to be provided by the Town. Therefore, the Public Improvements, except where specifically provided otherwise, include the facilities to be constructed by the Developer that are required by each of the Districts.

7. Building Permits. There shall be no issuance of any building permits by the Town for lots within any defined Phase until all Public Improvements within that Phase, excluding Landscaping and irrigation, have been granted Initial Acceptance, as defined below, by the Town as provided for in the Code. There shall be no issuance of any occupancy certificates within any Phase
until all Public Improvements within that Phase, including Landscaping, irrigation, and signage, have been granted Initial Acceptance by the Town as provided for in the Code. As a limited exception to the requirements contained in this Paragraph, the Town hereby agrees that up to six (6) building permits for model homes may be issued and outstanding at any given time for the entirety of the Property upon the completion of water and sanitary sewer improvements, which have been approved by all applicable regulatory entities, and completion of an all-weather surface on streets within the applicable Phase of the Property.


A. Completion Security for Public Improvements. To assure the construction, installation, and completion of the Public Improvements in all Phases of the Property, Developer shall, prior to commencing any work within a particular Phase of the Property, furnish Town an irrevocable sight draft letter of credit or other security reasonably acceptable to Town (“Completion Security”) to secure the completion of Public Improvements required by this Agreement for the applicable Phase of the development. Town shall be designated as a beneficiary of the Completion Security. The Completion Security shall be provided Phase by Phase and shall be in an amount equal to one hundred twenty-five percent (125%) of the estimated costs of the Public Improvements to be completed within a Phase. The amount of the Completion Security shall not include the portion of the Public Improvements which are to be constructed for the water improvements managed by the Water District or the sanitary sewer improvements managed by the Sewer District. Upon provision of such Completion Security to Town in a manner acceptable to Town for the applicable Phase, building permits may be issued by Town within such Phase. Upon issuance of a letter of Initial Acceptance by the Town engineer in accordance with the provisions herein, the Completion Security will be reduced to twenty percent (20%) of the actual costs related to the specific Public Improvements which received Initial Acceptance. Upon Initial Acceptance of all of the Public Improvements within a Phase, the Town may, at its discretion, reduce the Completion Security to ten percent (10%) of the actual costs of the Public Improvements for that Phase. The Completion Security shall remain in place until Final Acceptance, as defined below, is issued by the Town for the improvements within the applicable Phase.

B. Warranty Security. Developer shall warrant any and all Public Improvements for a period of two (2) years from the date Town issues a letter of Initial Acceptance for the applicable Phase that has been constructed. As a condition to issuance of any letter of Initial Acceptance of any Public Improvements, Developer shall provide to Town a warranty bond or other security in a form satisfactory to Town (“Warranty Security”), and in the amount of the remaining Completion Security set forth in paragraph above, to ensure that Public Improvements for which Initial Acceptance has occurred will attain Final Acceptance by Town during the Warranty Period, which Warranty Security will be satisfied by either retention or replacement of the remaining Completion Security. If prior to the issuance of a letter of Final Acceptance, any significant warranty work is required in connection with Public Improvements for which a letter of Initial Acceptance has been issued by Town, Town may require Warranty Security for up to two (2) years from the date of completion of such significant warranty work, provided that the two (2) year period for the remainder of the Public Improvements in such Phase shall not be so extended. In such event, Town shall issue
a supplemental letter of Initial Acceptance specifying the Warranty Security required by Town and the work to be completed by Developer prior to issuance of a letter of Final Acceptance for such Public Improvements.

9. Public Improvement Construction Plan Review. The plans and construction documents for all Public Improvements shall be drawn according to regulations and construction standards of Town for such improvements. All applicable plans for Public Improvements shall be subject to review and approval by Town to determine if such plans are in general conformance with applicable Town standards. No commencement of construction of Public Improvements shall occur without plan approval by Town. Prior to commencement of construction of any Public Improvement, Developer shall attend a pre-construction meeting with Town engineer to assure compliance of all proposed activities with this Agreement and the Code.

10. Construction Testing. Developer, at its sole expense, shall employ a professionally qualified, independent testing company to perform all testing of materials or construction as may be reasonably required by Town to ensure compliance with applicable standards and specifications. All testing companies so employed by Developer shall maintain and have in effect a professional liability insurance policy with policy limits of at least one million dollars ($1,000,000), which will provide coverage for damage sustained by Town which is caused by the professional negligence of such company, its employees or agents in completing such testing and shall provide proof of insurance to Town upon request. Developer shall furnish Town with certified copies of test results and agrees to release and authorize full access to Town and its designated representatives for all work-up materials, procedures and documents used in preparing the test results.

11. Construction Inspection. At all times during construction of the Public Improvements and until Final Acceptance thereof by Town, Town shall have the right, but not the duty, to inspect materials and workmanship to ascertain conformance with the Approved Plans and applicable standards and specifications. Developer shall reasonably cooperate and assist Town in gaining appropriate access to the areas designated for the inspection. It shall be the duty of Developer for a period of two (2) years after Final Acceptance of any Public Improvement to notify Town upon discovery of any nonconformance of such Public Improvement with said plans, standards and specifications. Inspection and acceptance of work by the Town shall not relieve Developer of any responsibility under third party claims under common law, regardless of initial or Final Acceptance thereof.

12. Initial Acceptance of Public Improvements. Upon substantial completion of construction by Developer of the applicable Phase of such Public Improvements, and upon notification thereof to Town by Developer, the Town engineer shall inspect such Public Improvements and certify with specificity their conformity or lack thereof with the Approved Plans. At such time, Developer shall make all corrections necessary to bring the Public Improvements into conformity with such Approved Plans. Upon satisfactory completion of the initial inspection and completion of corrections by Developer, and after submission of required documents to Town, including written and electronic record plans and the applicable Warranty Security, Town shall certify Initial Acceptance of the Public Improvements and evidence the same by issuance of letter of initial acceptance from Town engineer to Developer specifying in detail the Public Improvements
being initially accepted ("Initial Acceptance Letter"). Initial Acceptance for any Phase shall be deemed to have occurred upon the issuance of the applicable Initial Acceptance Letter. The two (2) year Warranty Period (the “Warranty Period”) for the applicable Phase shall commence on the date set forth in the Initial Acceptance Letter. Except as otherwise set forth herein, Initial Acceptance of all Public Improvements by Town for any Phase shall be an express condition to the issuance of any certificates of occupancy for such Phase of the Property for which such Public Improvements are required.

13. Final Acceptance of Public Improvements. Upon expiration of the Warranty Period set forth in the Initial Acceptance Letter for Public Improvements for the applicable Phase, Developer shall provide notice to Town engineer that the Public Improvements are ready for final inspection. Upon satisfactory completion of the final inspection, and after conveyance of the Public Improvements as provided herein, and after payment of all fees due Town related to the Property, Town shall certify Final Acceptance of the Public Improvements and evidence the same by issuance of letter of Final Acceptance from Town engineer to Developer specifying in detail the Public Improvements being finally accepted and the Warranty Security for such Phase shall be released ("Final Acceptance"). No letter of Final Acceptance shall be issued without advance approval of Town Council. The letter of Final Acceptance shall set forth the date of Town Council approval. Absent such consent, Developer shall not be entitled to rely on such letter for any reason. If upon final inspection by Town, significant defects are discovered, Town may elect to issue a supplemental letter of Initial Acceptance (instead of Final Acceptance) specifying corrective work to be completed and additional Warranty Period in accordance with paragraph 8 above. All such corrective work shall be the sole expense of Developer.

14. Documents Provided to Town Upon Initial Acceptance. Developer shall provide all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible record plans drawings certified accurate by a professional engineer registered in the State of Colorado. Developer shall provide Town and the Districts copies of such record plans drawings in written and electronic format as specified by Town upon Initial Acceptance. As-built drawings shall be required for all Public Improvements constructed by the Developer that will be dedicated to the Town.

15. Conveyance or Dedication of Improvements. Except for Public Improvements dedicated to the Water District, Sewer District, or metropolitan districts organized to serve the Property, as applicable, as a condition of Final Acceptance, Developer shall convey to Town all Public Improvements required by the Final Plat for each Phase and, upon request by Town, shall execute such bills of sale as Town may request to assure title thereto is vested in Town notwithstanding the date of construction or Initial Acceptance of such Public Improvements. Acceptance of Public Improvements by dedication on the Final Plat shall not constitute Initial or Final Acceptance of such improvements.

16. Proof of Ownership. Prior to the recordation of any plat, a title commitment for the Property shall be provided to Town at the expense of Developer. The title commitment shall show that any portion of the Property to be dedicated to Town, and all property reserved or dedicated for public purposes, is or shall be, free and clear of all liens and encumbrances (other than real estate
taxes which are not yet due and payable) which would make the dedications unacceptable as Town determines in its reasonable discretion. A title policy evidenced by the title commitment shall be provided by Developer within thirty (30) days of execution hereof as to any property to be dedicated to Town pursuant to such Plat in an amount equal to the fair market value of such property. An update to such title commitment shall be provided upon request of Town as a condition of Final Acceptance, with the policy evidenced by such commitment update to be provided thirty (30) days after Final Acceptance. Developer further agrees to provide quitclaim deeds as deemed necessary by the Town in order to facilitate proper categorization of the property for tax assessment purposes by the Larimer County Tax Assessor.

17. Trails. The plans for the Property include trails to be open to the public. Such trails shall be constructed with the Public Improvements of the Property as identified on the applicable Exhibits. In addition, Developer shall construct any trails designated on the Property by the Town Parks, Recreation, Open Space, and Trails Master Plan, dated May 2011, as amended and updated from time to time (the “PROST Plan”) in compliance with all then-required width, materials, and thickness requirements.

18. Improvements to Abutting Streets and Other Offsite Improvements. Exhibit C sets forth the obligations of Developer for Phase by Phase improvements to abutting streets and other offsite improvements necessitated by the development of the Project.

19. Breach by Developer: Town’s Remedies. Should Developer become aware of any actual or anticipated breach of any of the terms and conditions of this Agreement by such Developer, it shall notify Town of such actual or anticipated breach immediately. Should Town become aware of any breach by notice from Developer or otherwise, Town may take such action as permitted or authorized by this Agreement, the Code, or any applicable law, rule or regulation, as Town deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of Town from hardship and undue risk. These remedies include, but are not limited to:

A. The refusal to issue any building permit or certificate of occupancy to Developer for any lot(s) platted on the Property;

B. The revocation of any such building permit previously issued to Developer under which construction directly related to such building permit has not commenced;

C. The issuance of a stop work order for any construction related to or impacted by the breach;

D. Any other remedy available at law or in equity.

Unless necessary to protect the immediate health, safety, and welfare, or to protect the interest of Town with regard to security given for the completion of the public improvements, Town shall provide Developer thirty (30) days written notice of its intent to take any action under this paragraph, during which thirty-day period Developer may cure the breach described in the notice and
prevent further action by Town; provided, however, if such breach cannot be reasonably cured within such thirty-day period, then Town agrees to reasonably extend such thirty-day period so long as Developer has commenced such cure within such thirty-day period and is diligently pursuing the same to completion. In no event shall the extension of time to cure the breach exceed ninety days.

20. **Indemnification.** Developer shall indemnify and hold harmless Town, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable with respect to construction of the Public Improvements through the date of Final Acceptance; and Developer shall pay any and all judgments rendered against Town as the result of any suit, action or claim, together with all reasonable expenses and attorneys fees incurred by Town in defending any such suit, action or claim, excluding only suits, actions and claims arising from Town’s independent gross negligence or intentional malfeasance. Developer’s indemnity obligations under this Section 20 shall run through the expiration of all applicable statutes of limitations commencing upon the issuance of Final Acceptance. Developer shall pay all property taxes on the Property dedicated to Town to the date of conveyance after Final Acceptance, and shall indemnify and hold harmless Town for any property tax liability until such time as the Larimer County Tax Assessor updates its records to reflect said dedication.

21. **Insurance.** Developer shall, during the construction of Public Improvements and through the date of Final Acceptance, have and maintain in full force and effect comprehensive liability insurance providing coverage to such Developer and its employees, providing general liability, and comprehensive automobile liability insurance. Developer shall also require that all its contractors, subcontractors, representatives and agents have and maintain similar coverage, including professional liability, if applicable. Coverage on all policies shall not be less than the per occurrence cap as set forth in the Colorado Governmental Immunity Act as that Act may from time to time be amended. Additionally, the policies of Developer and each of Developer’s contractors, subcontractors, representatives and agents shall name Town and its agents, officials and employees, provided such individuals are acting within the ordinary scope of their duties to the Town, as additional insureds. Developer shall at all times fully comply with the Colorado Worker’s Compensation Act, and shall use its best reasonable efforts to ensure that each of its contractors and subcontractors are in full compliance with the Act. Prior to, and as a condition of the issuance of any building permits by Town, Developer shall submit certificates of insurance in compliance with the standards set forth above. Nothing herein shall be construed to relieve or discharge Developer of its liability to Town or the Districts under the terms of this Agreement should Developer for any reason fail to procure and maintain any required insurance in sufficient amounts.

22. **Waiver of Defects.** In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement, the Annexation Agreement, or any Final Plat.
23. **Modifications.** This Agreement shall not be amended except by subsequent written agreement of the parties. This Agreement contemplates that all future filings for Timnath Ranch by Timnath Ranch, LLC shall be incorporated herein by amendment to the exhibits as provided in Paragraph 2.H herein.

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

25. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns as the case may be.

26. **Invalid Provision.** If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which render the provision valid, then the provision shall have the meaning which renders it valid.

27. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that exclusive venue for such suit or action shall be in Larimer County, Colorado.

28. **Attorney Fees.** Should this Agreement become the subject of litigation to resolve a claim of default of performance, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses, and court costs.

29. **Notice.** All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address set forth below. Notice may also be given by telefax transmission, and shall be deemed received on the date of such transmission. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:   Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547
Fax No. (970) 224-3217
30. **Force Majeure.** Whenever a Developer is required to complete construction, repair or replacement of Public Improvements by an agreed deadline, such Developer shall be entitled to an extension of time equal to a delay in completing the foregoing due to unforeseeable causes beyond the control and without the fault or negligence of such Developer, including but not restricted to, acts of God, weather, fires and strikes.

31. **Approvals.** Whenever approval or acceptance of Town is necessary pursuant to any provisions of this Agreement, Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

32. **Entire Agreement.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with documents approved by the Town Council at a public meeting. This Agreement, all Final Plats, and the Annexation Agreement embody the whole agreement of the Parties with respect to the Property. There are no promises, terms, conditions or obligations other than those contained herein, which together supersede all previous communications, representations or agreements, either verbal or written between the Parties hereto. In the event that the Property is subdivided and lots are sold to different individuals in the future, this Agreement may be amended by agreement between the Developer and Town, without consent of such future lot owners to the extent such amendment does not adversely affect such other future lot owners in a material manner as determined in the sole and absolute discretion of Town.

33. **Assignment or Assignments.** There shall be no transfer or assignment of any of the rights or obligations of a Developer under this Agreement without the prior written approval of Town, which approval shall not be unreasonably withheld if the transferee has qualifications and net worth acceptable to Town in its reasonable discretion and which transferee has assumed the obligations of Developer under this Agreement in writing to the satisfaction of Town. Any attempted assignment or delegation in violation hereof shall be null and void.

34. **Recording of Agreement.** The covenants of this Agreement touch and concern the Property. Therefore, this Agreement shall be promptly recorded in the real estate records of Larimer
County and shall be a covenant running with the Property in order to put prospective purchasers or
other interested parties on notice as to the terms and provisions hereof.

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

36. No Duress. The Parties agree that this Agreement is freely and voluntarily executed
by them after extensive negotiations between them and an opportunity for each party to obtain legal
advice.

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

38. Title and Authority. Developer expressly warrants and represents to Town that as of
the date hereof it is the record owner of all of the property constituting the Property. All the parties
represent and warrant, together with the undersigned individual(s), that the undersigned individual(s)
have full power and authority to enter into this Subdivision Improvement Agreement. Each party
understands that the other parties are relying on such representations and warranties in entering into
this Agreement.

39. Recordation. This Agreement shall be signed concurrently with recordation of a Final
Plat. The exhibits to this Agreement shall be supplemented to include future filings concurrently with
recordation of the Final Plat for each future filing.

(Signature page to follow)
WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF TIMNATH, COLORADO

Attest:

By:______________________________ By:______________________________
   Milissa Peters, Town Clerk        Jill Grossman Belisle, Mayor

TIMNATH RANCH, LLC

By:______________________________
   Jon. A Turner, Manager/Member
EXHIBIT LIST

The following Exhibits are a part of and incorporated within the Subdivision Improvement Agreement for Timnath Ranch

EXHIBIT A  Property Description
EXHIBIT B  Public Improvement Schedule By Phase including Costs in Line-Item Format
EXHIBIT C  Abutting And Offsite Public Improvements By Phase Including Costs In Line-Item Format
EXHIBIT D  Landscape Plan By Phase Including Costs In Line-Item Format
EXHIBIT E  Phasing Plan
EXHIBIT F  Trail Plan by Phase
EXHIBIT G  Resolution No. 35, Series 2014; Settlement Agreement
EXHIBITS H1, H2, & H3  Flood Plain Removal Maps
EXHIBIT A

AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

PROPERTY DESCRIPTION

For Purposes of initial approval, the phasing plan map attached as Exhibit E shall serve as the property description. Upon, approval and recordation of the Final Plats for Filing 3, Filing 5, Filing 6, and future filings, such documents shall be substituted and supplemented as the Exhibit A Property Description.
EXHIBIT B

AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

PUBLIC IMPROVEMENT SCHEDULE BY PHASE, INCLUDING COSTS IN LINE-ITEM FORMAT FOR FILING 3, FILING 5, FILING 6, AND FUTURE FILINGS

Wheatfield Drive will be required to be constructed concurrently when development crosses Sugar Creek Drive. Developer is responsible for any auxiliary/turn lanes required for County Road 1 at the intersection with Wheatfield Drive.

The Developer reserves the right to access and take the dirt within Tract K for grading and balancing and filling of the site for the on-site development work per previously approved plans and future plans to be approved by the Town. The Developer may be able to close portions of School House Road to remove dirt from Tract K as approved by the Town of Timnath. However, Developer will be required to submit a final grading plan for approval by the Town for removal of any dirt and before closing any portion of School House Road. The purpose of the final grading plan is to confirm that the resulting ground is appropriate for the intended use a town park.

School House Drive will be constructed in concurrence with Phases 4, 5 and 6. School House Drive shall be completed as a condition to Initial Acceptance and the issuance of any building permits in Phase 6 or any numerically subsequent Phase should commencement of construction of such subsequent Phase commence prior to construction of Phase 6. School House Drive need not be completed as a condition of Initial Acceptance of Phases 4 and 5. The Developer shall be responsible for basic improvements incident to School House Drive, including the following: street, street lights, and curb and gutter.

The inside section (west side of the street) of School House Drive from Wheatfield to Club Drive shall be completed with sidewalks, trees, and tree lawn by the start of Phase 15 construction or of any subsequent Phase should commencement of construction of such subsequent Phase commence prior to construction of Phase 15.

The outside portion (east side of the street) of School House Drive is to be completed with sidewalks, trees, and tree lawn when the adjoining property is developed. Adjoining property includes parcels that are behind the property that is directly fronting on School House Drive.

The cross section of intersections along School House Drive will remain the same as the existing areas that are already built, and designed waterline may be relocated out of School House Drive with approval from Fort Collins/Loveland Water District.
**Conceptual Estimate of Construction Costs**

**Project Name:** Timnath Ranch 3rd Filing Phase 4  
**Date:** July 1, 2015

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<tbody>
<tr>
<td>Cut/Fill C.I.P.</td>
<td>13,200 CY</td>
<td>$2.25</td>
<td>$29,700.00</td>
</tr>
<tr>
<td>Final Shape, Grade</td>
<td>1 LS</td>
<td>$2,200.00</td>
<td>$2,200.00</td>
</tr>
</tbody>
</table>

**CONCRETE**

| **Driveover Curb & Gutter w/prep.** | 3,128 LF | $16.90 | $52,863.00 |
| **S' Detached Walk w/prep.** | 3,128 LF | $19.50 | $60,996.00 |
| **20' Square Radii w/HC Ramp, Det-Walk w/prep.** | 2 EA | $2,670.00 | $5,340.00 |
| **Concrete Cross Pan (8") w/prep.** | 192 SF | $6.50 | $1,248.00 |

**ASPHALT PAVING**

| **4" HBP/6" ABC Paving w/prep.** | 3,960 SY | $21.60 | $85,536.00 |
| **Mobilization** | 1 EA | $1,500.00 | $1,500.00 |

**EROSION CONTROL**

| **Vehicle Tracking Control** | 2 EA | $975.00 | $1,950.00 |
| **Silt Fence** | 2,726 LF | $1.75 | $4,771.00 |
| **Erosion Seeding** | 8 AC | $450.00 | $3,600.00 |

**Total Estimate:** $249,704.00

**CONSTRUCTION HARD COSTS:**

<table>
<thead>
<tr>
<th><strong>EARTHWORK</strong></th>
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<tr>
<td>Cut/Fill C.I.P.</td>
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<td>$2,200.00</td>
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**CONCRETE**

| **Driveover Curb & Gutter w/prep.** | 3,128 LF | $16.90 | $52,863.00 |
| **S' Detached Walk w/prep.** | 3,128 LF | $19.50 | $60,996.00 |
| **20' Square Radii w/HC Ramp, Det-Walk w/prep.** | 2 EA | $2,670.00 | $5,340.00 |
| **Concrete Cross Pan (8") w/prep.** | 192 SF | $6.50 | $1,248.00 |

**ASPHALT PAVING**

| **4" HBP/6" ABC Paving w/prep.** | 3,960 SY | $21.60 | $85,536.00 |
| **Mobilization** | 1 EA | $1,500.00 | $1,500.00 |

**EROSION CONTROL**

| **Vehicle Tracking Control** | 2 EA | $975.00 | $1,950.00 |
| **Silt Fence** | 2,726 LF | $1.75 | $4,771.00 |
| **Erosion Seeding** | 8 AC | $450.00 | $3,600.00 |

**Mobilization**

<p>| | | | |</p>
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**Total Estimate:** $249,704.00
Conceptual Estimate of Construction Costs

Project Name: Timnath Ranch 3rd Filing Ph-4a
Date: September 16, 2015

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<td><strong>MISCELLANEOUS</strong></td>
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<td>8' Concrete Trail (6&quot;)</td>
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Total Estimate: $102,685.00
# Conceptual Estimate of Construction Costs

**Project Name:** Timnath Ranch 3rd Filing Phase 5  
**Date:**July 1, 2015

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<td>Cut/Fill C.I.P.</td>
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<td><strong>STORM DRAINAGE</strong></td>
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<tr>
<td>Remove Existing 42” RCP Plug &amp; Tie-In</td>
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<tr>
<td>15” Class 3 R.C.P.</td>
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<tr>
<td>42” RCP Flared End Section</td>
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<td>6’ x 3’ RCBC w/headwalls, wingwalls, trashrack</td>
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<td>5’ Type R Inlet</td>
<td>4 EA</td>
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<tr>
<td>Type (L) Rip-Rap (d50=9”)</td>
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**Total Estimate:** $817,166.00
**Conceptual Estimate of Construction Costs**

**Project Name:** Timnath Ranch 3rd Filing Phase 5  |  **Date:** July 1, 2015

### CONCRETE

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Unit</th>
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</thead>
<tbody>
<tr>
<td>30&quot; Vertical Curb &amp; Gutter w/prep.</td>
<td>275</td>
<td>LF</td>
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<td>$4,700.00</td>
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<tr>
<td>20' Square Radii w/HC Ramp, Det-Walk w/prep.</td>
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<td>2' Curb Cut w/ Metal Chase w/prep.</td>
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<td>2' Trickle Pan w/prep.</td>
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<td><strong>CONCRETE</strong></td>
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### ASPHALT PAVING

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</tr>
</thead>
<tbody>
<tr>
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<td>Street Signs</td>
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<td>$1,400.00</td>
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<td><strong>ASPHALT PAVING</strong></td>
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### EROSION CONTROL

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<th>Quantity</th>
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<tbody>
<tr>
<td>Straw Waddle Barrier</td>
<td>600</td>
<td>LF</td>
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<tr>
<td>5' Gravel inlet Sock Filter</td>
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<td>EA</td>
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<td>Vehicle Tracking Control</td>
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<td>EA</td>
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<td>Silt Fence</td>
<td>1,850</td>
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<td>Erosion Seeding</td>
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<td>Straw Mulch</td>
<td>6</td>
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<td><strong>EROSION CONTROL</strong></td>
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Conceptual Cost Estimate Total        | **$817,166.00**
EXHIBIT B

Conceptual Estimate of Construction Costs

Project Name: Timnath Ranch 3rd Filing Ph-6  Date: September 1, 2015

<table>
<thead>
<tr>
<th>EARTHWORK</th>
<th>$ 53,481.00</th>
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<tbody>
<tr>
<td>STORM DRAINAGE</td>
<td>$ 185,683.00</td>
</tr>
<tr>
<td>CONCRETE</td>
<td>$ 258,814.00</td>
</tr>
<tr>
<td>ASPHALT PAVING</td>
<td>$ 506,652.00</td>
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<tr>
<td>EROSION CONTROL</td>
<td>$ 25,770.00</td>
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<td><strong>Total Estimate</strong></td>
<td>$ 1,030,400.00</td>
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**CONSTRUCTION HARD COSTS:**

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<th>EARTHWORK</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Unit</th>
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</thead>
<tbody>
<tr>
<td>Cut/Fill C.I.P.</td>
<td>22,787 CY</td>
<td>CY</td>
<td>$ 2.25</td>
<td>$ 51,271.00</td>
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<tr>
<td>Final Shape, Grade</td>
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<td>$ 2,210.00</td>
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<table>
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<tr>
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<th>Quantity</th>
<th>Unit</th>
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<tr>
<td>24&quot; Class 3 R.C.P.</td>
<td>781 LF</td>
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<td>36&quot; Class 3 R.C.P.</td>
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<td>24&quot; RCP Flared End Section</td>
<td>14 EA</td>
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<td>30&quot; RCP Flared End Section</td>
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<td>36&quot; RCP Flared End Section</td>
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<td>48&quot; RCP Flared End Section</td>
<td>2 EA</td>
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<td>5' Type R Inlet</td>
<td>3 EA</td>
<td>EA</td>
<td>$ 4,494.00</td>
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<td>10' Type R Inlet</td>
<td>1 EA</td>
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<td>Area Inlet 3'x3'</td>
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<td>Type (L) Rip-Rap (d50=9&quot;)</td>
<td>36 CY</td>
<td>CY</td>
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<td>238 CY</td>
<td>CY</td>
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# Conceptual Estimate of Construction Costs

**Project Name:** Timnath Ranch 3rd Filing Ph-6  
**Date:** September 1, 2015

## Concrete

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<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Unit</th>
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<tbody>
<tr>
<td>Driveover Curb &amp; Gutter w/prep.</td>
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<td>LF</td>
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<td>$41,557.00</td>
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<td>30&quot; Vertical Curb &amp; Gutter w/prep.</td>
<td>4,369</td>
<td>LF</td>
<td>$16.90</td>
<td>$73,836.00</td>
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<tr>
<td>5' Detached Walk w/prep.</td>
<td>2,545</td>
<td>LF</td>
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<td>10' Detached Walk w/prep.</td>
<td>2,183</td>
<td>LF</td>
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<td>20' Square Radii w/HC Ramp, Det-Walk w/prep.</td>
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<td>EA</td>
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<td>Concrete Cross Pan (8&quot;) w/prep.</td>
<td>864</td>
<td>SF</td>
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**CONCRETE**  
$ 258,814.00$

## Asphalt Paving

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<td>6 1/2&quot; HBP/9&quot; ABC Paving w/prep.</td>
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<td>Street Signs</td>
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**ASPHALT PAVING**  
$ 506,652.00$

## Erosion Control

<table>
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<th>Quantity</th>
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<td>Straw Bale Area Inlet Filter</td>
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<td>Straw Bale Inlet Filter</td>
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<td>EA</td>
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<td>Straw Waddle Barrier</td>
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<td>Straw Bale Check Dam</td>
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<td>5' Gravel inlet Sock Filter</td>
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<td>10' Gravel inlet Sock Filter</td>
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<td>LF</td>
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<td>$4,900.00</td>
</tr>
<tr>
<td>Erosion Seeding</td>
<td>12</td>
<td>AC</td>
<td>$450.00</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>Straw Mulch</td>
<td>5</td>
<td>AC</td>
<td>$550.00</td>
<td>$2,750.00</td>
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</table>

**EROSION CONTROL**  
$ 25,770.00$

**Conceptual Cost Estimate Total**  
$ 1,030,400.00$
Conceptual Estimate of Construction Costs:
"Right of Way"

Project Name: Timnath Ranch Subdivision Sixth Filing  Date: September 1, 2015

<table>
<thead>
<tr>
<th></th>
<th>Quantity Unit</th>
<th>Unit Cost</th>
<th>Total Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EARTHWORK</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut/Fill C.I.P.</td>
<td>19,882 CY</td>
<td>$2.25</td>
<td>$44,735.00</td>
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<tr>
<td>Final Shape, Grade</td>
<td>1 LS</td>
<td>$2,430.00</td>
<td>$2,430.00</td>
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<tr>
<td><strong>TOTAL EARTHWORK</strong></td>
<td></td>
<td></td>
<td>$47,165.00</td>
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<tr>
<td><strong>CONCRETE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driveover Curb &amp; Gutter w/prep.</td>
<td>3,813 LF</td>
<td>$16.90</td>
<td>$64,440.00</td>
</tr>
<tr>
<td>30&quot; Vertical Curb &amp; Gutter w/prep.</td>
<td>2,332 LF</td>
<td>$16.90</td>
<td>$39,411.00</td>
</tr>
<tr>
<td>5' Detached Walk w/prep.</td>
<td>6,298 LF</td>
<td>$19.50</td>
<td>$122,811.00</td>
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<tr>
<td>5' Concrete Walkway w/prep.</td>
<td>110 LF</td>
<td>$19.50</td>
<td>$2,145.00</td>
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<tr>
<td>10' Detached Walk w/prep.</td>
<td>932 LF</td>
<td>$35.50</td>
<td>$33,086.00</td>
</tr>
<tr>
<td>20' Round Radii w/HC Ramp, Det-Walk w/prep.</td>
<td>6 EA</td>
<td>$2,670.00</td>
<td>$16,020.00</td>
</tr>
<tr>
<td>20' Square Radii w/HC Ramp, Det-Walk w/prep.</td>
<td>1 EA</td>
<td>$2,350.00</td>
<td>$2,350.00</td>
</tr>
<tr>
<td>Concrete Cross Pan (8&quot;) w/prep.</td>
<td>640 SF</td>
<td>$6.50</td>
<td>$4,160.00</td>
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<tr>
<td><strong>TOTAL CONCRETE</strong></td>
<td></td>
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<td>$284,423.00</td>
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<tr>
<td>** ASPHALT PAVING**</td>
<td></td>
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</tr>
<tr>
<td>4&quot; HBP/6&quot; ABC Paving w/prep.</td>
<td>8,142 SY</td>
<td>$21.60</td>
<td>$175,867.00</td>
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<tr>
<td>6 1/2&quot; HBP/9&quot; ABC Paving w/prep.</td>
<td>5,214 SY</td>
<td>$35.20</td>
<td>$183,533.00</td>
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<tr>
<td>Mobilization</td>
<td>1 EA</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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<tr>
<td>Street Signs</td>
<td>6 EA</td>
<td>$700.00</td>
<td>$4,200.00</td>
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<td><strong>TOTAL ASPHALT PAVING</strong></td>
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<td>$365,100.00</td>
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Total Estimate: $713,562.00
# Conceptual Estimate of Construction Costs:

"Right of Way"

**Project Name:** Timnath Ranch Subdivision Sixth Filing  
**Date:** September 1, 2015

<table>
<thead>
<tr>
<th>Erosion Control</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Straw Bale Area Inlet Filter</td>
<td>3</td>
<td>EA</td>
<td>$170.00</td>
<td>$510.00</td>
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<tr>
<td>Straw Waddle Barrier</td>
<td>140</td>
<td>LF</td>
<td>$7.50</td>
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<tr>
<td>5' Gravel Inlet Sock Filter</td>
<td>4</td>
<td>EA</td>
<td>$120.00</td>
<td>$480.00</td>
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<tr>
<td>Bermining</td>
<td>2,892</td>
<td>LF</td>
<td>$0.75</td>
<td>$2,169.00</td>
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<tr>
<td>Vehicle Tracking Control</td>
<td>2</td>
<td>EA</td>
<td>$75.00</td>
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<tr>
<td>Silt Fence</td>
<td>1,400</td>
<td>LF</td>
<td>$1.75</td>
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<tr>
<td>Erosion Seeding</td>
<td>9</td>
<td>AC</td>
<td>$450.00</td>
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<tr>
<td>Straw Mulch</td>
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<td>AC</td>
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<td><strong>Erosion Control</strong></td>
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<td><strong>$16,874.00</strong></td>
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</table>
EXHIBIT C

AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR
TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

ABUTTING AND OFFSITE PUBLIC IMPROVEMENTS INCLUDING COSTS BY
PHASE IN LINE-ITEM FORMAT

All abutting and offsite will be constructed in accordance with the terms of the Settlement Agreement attached hereto as Exhibit G.
Pond 3 as described in the Phasing Plan has been certified for storm detention flows and will be finally landscaped prior to the 90th building permit within Filing 3, phases 4, 5, and 6.
## Conceptual Estimate of Construction Costs

**Project Name:** Timnath Ranch 3rd Filing Phase 4, 4a, 5 & 6  
**Date:** July 1, 2015

**LANDSCAPE**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 LS</td>
<td></td>
<td>$33,074.00</td>
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<tr>
<td>1 LS</td>
<td></td>
<td>$105,630.00</td>
<td>$105,630.00</td>
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<tr>
<td>1 LS</td>
<td></td>
<td>$159,830.00</td>
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<tr>
<td>1 LS</td>
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<td>$137,150.00</td>
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**Total Estimate:** $435,684.00
Conceptual Estimate of Construction Costs:  
"LANDSCAPE"

Project Name: Timnath Ranch Subdivision Sixth Filing  
Date: September 1, 2015

<table>
<thead>
<tr>
<th>LANDSCAPE</th>
<th>$89,552.00</th>
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**CONSTRUCTION HARD COSTS:**

<table>
<thead>
<tr>
<th>LANDSCAPE</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mills Brothers Landscape Bid - 6th Filing</td>
<td>1 LS</td>
<td>$89,552.00</td>
<td>$89,552.00</td>
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</table>
EXHIBIT E

AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

TIMNATH RANCH PHASING PLAN
EXHIBIT F

AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

TRAIL PLAN BY PHASE
EXHIBIT G

AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

EXECUTED SETTLEMENT AGREEMENT BETWEEN TOWN AND TIMNATH RANCH
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 35, SERIES 2014

A RESOLUTION APPROVING THE TIMNATH SOUTH, LLC
SETTLEMENT AGREEMENT

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, attached hereto as Exhibit A is the Settlement Agreement between the Town of Timnath and Timnath South, LLC (the "Agreement"); and

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

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

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

Section 2. Ratification of Prior Action
The Council’s approval of the settlement term sheet relating to the Agreement and all other previous incidental actions taken on behalf of the Town Council in connection with the Agreement are hereby acknowledged and ratified.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 10, 2014,

TOWN OF TIMNATH, COLORADO

Jill Belisle, Mayor

ATTEST:
Milissa Peters, Town Clerk
EXHIBIT A

AGREEMENT
SETTLEMENT AGREEMENT

THIS AGREEMENT made as of this 10th day of June, 2014 by and between TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation (the "Town"); and TIMNATH RANCH, LLC, a Colorado limited liability company (the "Developer"). Collectively, the Town and the Developer are referred to herein as the "Parties".

RECITALS

A. WHEREAS, Developer is the owner of those certain parcels of real property located in Town, as further described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference (the "Property"); and

B. WHEREAS, The Property has been previously annexed to Town and is subject to the terms and conditions of that certain Annexation and Development Agreement for the Timnath Ranch Property between the Town and Developer, dated as of the 5th day of May, 2004; and

D. WHEREAS, The Town Council of Town, after holding all necessary public hearings and having received recommendations of approval from the Timnath Planning Commission, has previously approved by various resolutions, the final plats for Filings 2, 3, 4, and 5 of the Property (collectively the approval resolutions and final plats for Filings 2, 3, 4, and 5 are referred to herein as the "Final Plat"); and

E. WHEREAS, The approval of the Final Plat for the Property was conditioned upon the execution of various subdivision improvement agreements (the "Prior SIAs"); and

F. WHEREAS, Disagreements have arisen between the Parties regarding the performance of various obligations under the Prior SIAs, and the Parties have agreed to enter into this Agreement (the "Agreement" or the "Settlement") in order to release the Developer from various obligations under the Prior SIAs in exchange for a lump sum payment to the Town in the amount of $1,000,000.

G. WHEREAS, the Parties have also agreed to enter into an Amended and Restated Subdivision Improvement Agreement (the "Amended and Restated SIA") in the imminent future, for the purpose of superseding and replacing the Prior SIAs in their entirety, and for the purpose of clarifying existing and new obligations of Developer to provide certain public improvements and landscaping necessitated by the proposed development of the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. Obligations of the Parties. Developer will pay One Million Dollars ($1,000,000) to the Town by July 1, 2014, and the Parties are relieved of responsibilities as defined in the Prior SIAs as follows:

   a. With the exception of trail/sidewalk and detached landscaping on south side of Harmony Road, Developer has no obligation for any further improvements on Harmony Road and this Settlement includes Developer's obligation for contribution to a traffic signal at the
intersection of County Road 1 and Harmony Road.

b. Developer has no further obligation for improvements to County Road 3 and the Settlement includes Developer's required contribution to a traffic signal at the intersection of County Road 3 and Harmony Road.

c. Developer has no further obligation on County Road 36.

d. The Developer has no further required contribution for County Road 1.

For a-d above, no drainage, paving, curb and gutter, street lighting, ditch crossings, maintenance or any other obligation associated with these public roads and signals shall be required. Paragraphs a-d do not include auxiliary (turn) lanes that the approved traffic study for the development may require for at the intersection of County Road 1 and Wheatfield Drive, at the time of construction of said intersection.

e. Developer has no further obligation for traffic signal costs at the intersection of Harmony Road and Club Drive. No further improvements are required for Club Drive with the exception of the items on the Punch List, attached hereto and incorporated herein as Exhibit B.

f. The Settlement includes Developer's required contribution for Summerfields Parkway improvements (between County Road 36 and the existing southern termination of Summerfields Parkway), including the Summerfields Parkway Railroad Crossing and the Summerfields Parkway Boxelder Ditch Crossing.

g. With exception to the Punch List, Developer has no further obligation for landscaping or sidewalk installation as it relates to already constructed improvements. Developer acknowledges that newly submitted plats will comply with then-current codes.

h. The Settlement is net of any of the Town's repayment obligations to Developer and no further payments of any kind from the Town are required.

i. The Settlement does not include the cost of design and construction by Developer of Wheatfield Drive pursuant to the then-current Town standards at the time of construction. The current cost of design and construction is estimated to be Two Hundred Thousand Dollars ($200,000). Nevertheless, Developer understands and acknowledges that it is responsible for the entire cost of construction and design, regardless of whether or not the actual budget exceeds its current estimate. Construction will be required upon notice from the Town at the time a threshold of development is reached. The development threshold shall be mutually agreed upon by the Parties and included in the Amended and Restated SIA. Any auxiliary (turn) lanes that the approved traffic study for the development would require for County Road 1 at the intersection with Wheatfield Drive will be the responsibility of Developer and the cost of such improvements are in addition to any estimates discussed herein.

2. Items to be addressed in the Amended and Restated SIA.

a. Preliminary plats approved in the future will be valid for the period provided for in the then-current Town Code (currently 1 year). The Town Code allows for extensions if approved by Town Council.
b. All recorded plats will be valid in perpetuity as provided for in the Town Code. The submittal, approval, and longevity of construction plans are addressed in the Town Code, and shall not be altered by this Agreement.

c. Platted “master plan” tracts such as the tract for the multifamily area and the commercial area within the Property shall not expire. Nonetheless, these tracts will have to be replatted (if being further subdivided) or site planned (if no further subdivision is required) at the time of development.

d. All Punch List items are to be completed by September 1, 2014, and are based on the current Punch List provided by TST, Inc./Town, dated August 31, 2011, which was subsequently updated by the Town and submitted to the Developer’s representatives as the “updated overall punch list” on May 9, 2014 and the “landscape specific punch list” on June 3, 2014 (as updated, the “Punch List”). On June 30, 2014, the Town Engineer and a representative of Developer will update the Town Manager regarding the remaining Punch List items and discuss in detail all remaining issues. The Town acknowledges that Developer has no further public improvement obligations with regard to Filing 1. The Town may restrict building permits on all other current and future phases of development and may restrict construction for new phases of development upon notice to Developer from the Town. The Punch List may be amended prior to final Amended and Restated SIA approval, depending upon walk through with Town Engineer and Developer representative. Upon execution of a contract and payment to XCEL energy for street lighting, and submittal of foresaid documentation to the Town of Timnath, the street light obligation for the 4th Filing shall be deemed complete.

e. The required landscaping for Timnath Ranch 2nd, 3rd, 4th, and 5th Filings must be installed and verified by Town Staff and the Timnath Ranch Metropolitan District (the “District”) per the approved landscape plans prior to acceptance. The District must provide a letter of acceptance of said landscape improvements and the maintenance thereof. The Town is not responsible for the maintenance or replacement of any landscaping within the Town’s right-of-ways.

f. Town will return sureties (all water shares held by the Town) upon successful completion of Punch List items as described above and their acceptance by Town and upon receipt of the Settlement by the Town.

g. Open Space and Drainage Certifications:

i. As submitted, open space requirements for 2nd, 3rd, 4th, and 5th Filing have been met as indicated on Exhibit C attached hereto and incorporated herein.

ii. The property that is to be deeded to the Town for purposes of a heritage center (currently estimated to be 5.07 acres and referred to herein as “Heritage Park”) has been be credited toward the open space requirement for the development. The boundaries and area of Heritage Park are attached hereto and incorporated herein as Exhibit D. Heritage Park will be dedicated at the time of Final Platting of the adjacent development to the west, but in no event later than December 31, 2016.
h. Trail Construction Responsibility — Exhibit E, attached here to and incorporated herein is an accurate representation of the respective responsibility of the Parties for construction of each of the project trails.

i. Developer will dedicate the above-referenced Heritage Park (approximately 5.07 acres) to the Town at the time of development of Tract B of the 5th Filing. The park site is depicted on Exhibit D. The site will not include the house, the barn or the water wells located in and around this site. At the time of platting, the Town will authorize appropriate construction, emergency, and utility easements over the portion of the site necessary to irrigate and otherwise serve the development, the well, barn and house. The construction access easement will terminate when adjacent development is completed. With permission from the appropriate jurisdictions, the Developer may relocate Lake Canal Ditch through this park area for a period of up to five (5) years from the effective date of this Agreement, the intent being to effectively use the land and water to the master plan’s best use, subject to the Town’s approval.

3. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address set forth below. Notice may also be given by fax, and shall be deemed received on the date of such transmission. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town: Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547

With copy to: Town General Counsel
Gary R. White, Esq. and Robert G. Rogers, Esq.
White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave, Suite 2000
Centennial, CO 80122

Notice to Developer: Jim Birdsall
TB Group
444 Mountain Avenue
Berthoud, Colorado 80513

4. No Reliance. All Parties by their execution below represent and warrant to all other Parties hereto that they are executing this Agreement without reliance in any manner upon any statement or representation made by any other Party hereto regarding any matter whatsoever.

5. Joint Authorship. The Parties agree that this Agreement is the result of negotiations and joint authorship and agree that this Agreement shall not be construed or interpreted against any single Party on the grounds of sole or primary authorship.

6. Governing Law. This Agreement has been executed and delivered in the State of Colorado and its validity, interpretation, performance, and enforcement shall be governed by the laws of the State of Colorado.

7. Counterparts. This Agreement may be executed in one or more counterparts and all counterparts
so executed shall constitute one Agreement binding on the Parties, notwithstanding that not all Parties are signatories to the original or the same counterpart.

8. **Authority.** Each person signing this Agreement expressly represents and warrants that he or she is authorized to enter into this Agreement on behalf of the Party for whom he or she signs.

9. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of all successors, permitted assigns, and heirs of each Party herein. No Party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, which consent may be withheld by any Party in its sole discretion.

10. **Attorney Fees.** In the event litigation is commenced by any Party hereto against any other Party for the alleged failure or refusal of any Party to perform its obligations under this Agreement, then the court presiding over such litigation shall award costs and attorney fees to the prevailing party.

11. **Adequacy of Consideration.** Each of the Parties hereto acknowledges that the consideration it has given and received hereunder is fair and adequate consideration for the covenants, undertakings, forbearances, and promises contained herein.

12. **Amended and Restated SIA.** The Parties acknowledge that it is their intent to enter into the Amended and Restated SIA in the immediate future, and that such document will will supersede and replace the Prior SIAs in their entirety and clarify various obligations of Developer to provide certain future public improvements and landscaping necessitated by the proposed development of the Property. The Parties agree that execution of the Amended and Restated SIA shall be a condition precedent to the issuance by the town of building permits associated with the Property.

13. **Entirety of Agreement and Modification.** This Agreement contains the complete and final agreement of the Parties with respect to the matters contemplated herein and supersedes any and all prior agreements regarding the matters contemplated herein, and no modification hereof shall be effective unless in writing and signed by the Party against whom it is sought to be enforced.

*(Remainder of page intentionally left blank)*
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

TOWN OF TIMNATH:

[Signature]
Jill Grossman-Belisle, Mayor

ATTEST:

[Town Clerk Signature]
Milissa Peters, Town Clerk

TIMNATH RANCH, LLC:

By:  [Signature]
Its:  [Title]
Exhibit A

Legal Description

Timmath Ranch Subdivision Second Filing as recorded under Reception Number 20070034468 in the office of the Larimer County Clerk and Recorder.

Timmath Ranch Subdivision Third Filing as recorded under Reception Number 20070023850 in the office of the Larimer County Clerk and Recorder.

Timmath Ranch Subdivision Fourth Filing as recorded under Reception Number 20070067927 in the office of the Larimer County Clerk and Recorder.

Timmath Ranch Subdivision Fifth Filing as recorded under Reception Number 20120009614 in the office of the Larimer County Clerk and Recorder.
Exhibit B
Punch List
Timnath Ranch 3rd Filing Phases 1 and 2, Town Final Acceptance Punch List
Summary Updated 5-9-14 by Town of Timnath - SFH

1. Ensure all Sewer Markers, Water Markers, Sewer Culvert Stamps and Water Stamps are properly installed, painted and or straightened. Completed with District Acceptance. Complete

2. Fix Box Culvert Wing-walls, erosion, sinkhole and riprap at pond 3 and the ditch. Fix in place as needed. Complete - Improvements along with completion of Pond 3 excavation and water storage for irrigation and farming use. Estimated completion July 2014.

3. Clean out backflow preventers and water quality outlet structure from pond 3. Final stabilize functionality is per engineered design. (To be completed along with Pond 3 completion) Completed - functionality is per engineered design Complete

4. Clean out all curb and gutters. Complete - all curb and gutters have been sprayed twice with weed killer Complete

5. Clean up all inlet filters. Remove or replace depending upon final stabilization of basin. Upstream (no replacements at the time) Complete

6. Install freshen all required Colletor striping on School House, Summerfield’s and Twin Bridge including crosswalk striping. Install crosswalks signs for each side of the road at crosswalks. Estimated completion June 2014.

7. Block-out/strip left-turn lane from Club to Harmony. (town has already restriped and made improvements) Completed Complete

8. Ensure all areas have final stabilization and clean up all erosion from streets stubs and in swales and around all storm structures. Estimated completion June 2014.

9. Remove Erosion BMPs that are not in use or replace those that need maintenance and serve a purpose. Completed Complete

10. Submit a copy of your erosion control permit and explanation of how builders are complying. Permit for TR 3rd has been closed out. All builders are responsible for their own permitting and not a responsibility of TR, LLC Complete

11. Finish fix landscaping along collector roads and common areas and in medians/lands where final acceptance is requested. Replace dead/defective trees and install permanent irrigation lines. Estimated completion - Summertime 2014 for the additional front entryway Complete

12. Straighten all leaning signs - Completed 2013 (One more walk through will be instituted and all corrections that may be needed will be completed by June 2014). Missing sign at Summerfield and Fireside; missing barricade at north end of Schoonhouse; leaning speed limit sign south side of Twin Bridge at Brookline Complete

13. Fix all damaged/broken/curved walks, ramps, driveway concrete in ROW, cross-pans, curb and gutters. Replace curb and gutter at School House Drive and Club Drive where concrete batch was bad (South Side of intersection). As-built gutters especially at Twin Bridge heading to Latham. Completed, no slapping water all corrections and submit for construction acceptance submitted to town staff at time of construction acceptance. (One more walk through will be instituted and all corrections that may be needed will be completed by June 2014)

14. Fill test areas where sediment collects and replace cross-pans and gutter sections that do not drain. Clean out or replace gutter culvert at access to Timnath South Complete

15. Clean out all inlets, fixed end sections, and storm systems. Obtain engineer's certification that system will drain and function as designed. Obtain certification of pond volume capacity. 85% of drainage system cleaned to date. Estimated completion June 2014. All installed storm drain systems were
16. Clean out all riprap and ensure installed per detail with geotechnical fabric below. All riprap was installed per plan and detail and was inspected by the previous town staff at the time of construction as well as town acceptance. Clean up estimated completion June 2014.

17. Install all pipe required by the plans in concrete with less than 3% flow line grade. All field pipe were accepted to be deleted by town administration prior to town construction acceptance. Previous town staff wanted deleted outside only within town limits. Complete

18. Install/replace all missing or damaged roundabout and road closed signs (i.e. southbound one way and westbound yield). Add curve signs at Twin Bridge (Total 3 each direction). Estimated completion July 2014.

19. Clean-up all construction debris. Complete

20. Install Erosion control BMPs for tracking onto public streets (i.e. Summerfield’s) and erosion from disturbed areas. This is no longer available as a stockpile site and will be reseeded. Replace Road Barricades


22. Fix asphalt seams and cracks throughout. Seal seams and ensure they properly meet with concrete. One more walkthrough will be instigated and all corrections that may be needed will be completed by June 2014.

23. Make sure that lighting is sufficient for safety and use standards. All overhead lighting was accepted and installed by Xcel Energy and per Xcel Energy specifications and street standards. Complete

24. Fix any broken irrigation lines (in Parkways of Trestle Hill) at present irrigation is managed by the TR metro district. See attached acceptance letter from District. Complete

Filing II Final Acceptance Inspection

- Detention Pond outfall from Lot 7 has severe erosion and is close to failing, please fix Scheduled completion to be completed by June 2014.

- Clean the outfall from Twin Bridge. Scheduled completion to be completed by June 2014.

- Clean the outfall from School House Drive. Scheduled completion to be completed by June 2014.

- Clean debris and built up soil from underneath the culvert located at the south end of the ditch. Scheduled completion to be completed by July 2014.

- Remove the trees that are located throughout the bottom of the ditch. Estimated completion August 2014 or after annual reservoir flushing.

- Please explain the interaction between the outfall pipes located on the north part of the ditch that are located adjacent to the Mill-Brothers-Landscaping Property. TR was not involved in the installation of any such piping. This is a landowner modification and install issue. Complete
Filing IV Final Acceptance Inspection

Iron Forge Street

• Patch the core hole that exists near the west side of Iron Forge Rd
  TR will take care of this issue but was not responsible for the coring; this was done by the PUC
  companies and their contractors/crews, Estimated completion spring 2014.

• Seal the joint crack that exists near Iron Forge Rd and CR 3
  Scheduled completion to be completed by June 2014.

Storm Sewer

• Inlet between Lot 2 and Lot 1
  • Remove debris
    Previously Completed, will re-inspect, estimated completion June 2014.
  • Remove dirt blocking opening
    Previously Completed, will re-inspect, estimated completion June 2014.
  • Remove temporary erosion control devices
    Previously Completed, will re-inspect, estimated completion June 2014.

• Irrigation Siphon north of Iron Forge Rd
  • Remove debris
    Previously Completed, will re-inspect, estimated completion June 2014.
  • Remove dirt blocking opening
    Previously Completed, will re-inspect, estimated completion June 2014.
  • Fix erosion
    Previously Completed, will re-inspect, estimated completion June 2014.

• Irrigation Siphon south of Iron Forge Rd
  • Remove debris
    Previously Completed, will re-inspect, estimated completion June 2014.
  • Remove dirt blocking opening
    Previously Completed, will re-inspect, estimated completion June 2014.

• Outfall structure on west side of Lot 7 detention pond
  • Remove debris
    This is a current land owner issue.
    • Remove dirt blocking opening
    This is a current land owner issue.
    • Fix erosion around the pipe
    This is a current land owner issue. Complete

• Inlet structure on east side of lot 7 detention pond
  • Remove debris
    This is a current land owner issue.
    • Remove dirt blocking opening
    This is a current land owner issue.
    • Remove temporary erosion control devices
    This is a current land owner issue. Complete

3 | Page
Utility Post Marker
At utilities are the ownership of the LCT/VLD and or SECO district and have been accept and beyond all warranty periods.
- Lot 3: Remark fire service line stub
- Lot 4: Remark fire service line stub
- Lot 5: Remark sewer service line stub
- Lot 9: Remark fire service line stub - Complete

Miscellaneous
- Provide pond certifications for the drainage pond located in Lot 7 - Complete
- Certification forwarded to Town Engineer - Complete

- Remove the trash pile that is located in the southwest corner of Lot 6
At the time of construction acceptance by the previous town staff all lot grading was certified and accepted and all lots were clean and finished graded, existing trash piles appeared during the construction of the existing building adjacent to this trash pile - Complete

- Install street lights within Filling IV and along CR 3
Lighting plan has been sent to Town Engineer for approval, completion contingent upon approval and XOel Energies work scheduled to be determined upon lighting approval, projected completion late 2014 - Complete

- Remove the two large soil mounds that are located in Lot 7
These piles became the ownership of the current owner of this lot - Complete

- Please explain why there is not any curb and sidewalk present on CR 3 and the cul-de-sac along the Mill Brothers property
The curb and sidewalk were cut by the previous town staff for the request of Mill Brothers landscaping for access into their lot/business - Complete

April 22, 2014
Inspection Memo

Department: Community Development
Topic: Timnath Ranch Landscape Inspection and Punch List
Date: June 3, 2014
Reference: Timnath Ranch Subdivision, 3rd Filing
Final Landscape and Open Space Plan As-Buils, 11.05.2013

Inspection performed June 2, 2014, As-built Plans dated 11.05.13

1. Sheet 3 of 10, Club Drive and entry
   a. Several missing grasses and plants in entry beds and cobble areas that
      should be replaced per plan and to fill in bare areas. This occurs on both
      sides of the entry. Replant per plan.
   b. One (1) dead and one (1) missing deciduous tree on the eastern side of the
      entry. These must be replaced.
   c. The round-a-bout landscaping is not differentiated as shown. The plan
      indicates manicured and native grass—it appears to be all native. Plans
      should be updated. Also, exposed driplines need to be covered.
   d. The one (1) tree shown in the median is dead and needs replaced. Verify
      drip to the tree.

2. Sheet 4 of 10, Club Drive and entry
   a. The (1) one tree shown in the median is dead and needs replaced. Verify
      drip to the tree.
   b. Median treatments are not differentiated as shown. Plan shows two (2)
      different treatments. Please verify and update plans accordingly.
   c. The existing evergreens are not acceptable as street trees and need to be
      removed and replaced with deciduous/canopy shade trees. Please provide
      an updated plan set showing these modifications.

3. Sheet 5 of 10, Schoolhouse Drive and Eagle Creek Road
   a. The entry beds have dead and missing plant materials. Please replace
      these materials, and replenish the mulch to cover the driplines that are
      exposed.
b. Several of the evergreens along Eagle Creek and School House Dr. are
diseased and declining, and some are topped. These should be replaced
with healthier trees or evaluated and treated by a licensed arborist.
c. One (1) street tree along School House Drive is dead and needs replaced.
d. One (1) street tree at the intersection of School House Drive and
Wheatfield Lane is dead and needs replaced.

4. Sheet 6 of 10, Rock Hill Road area
   a. The entry beds have dead and missing plant materials. Please replace
      these materials, and replenish the mulch to cover the driplines that are
      exposed.
   b. There is one (1) dead Honeylocust along Wheatfield Lane that needs
      replaced.
   c. Three (3) ornamental trees along Wheatfield Lane are topped and need
      replaced.
   d. There is one (1) dead and one (1) missing tree at the intersection of Eagle
      Creek Road and Rock Hill Road. These need to be replaced.

5. Sheet 7 of 10, Summerfield Parkway and Red Bridge Drive area
   a. The entry beds need to have the mulch replenished to cover the driplines
      that are exposed.
   b. All of the Honeylocusts located in the median are declining and appear to
      be diseased. These need to be inspected by a licensed arborist and treated
      or replaced as necessitated.
   c. There are numerous missing ornamental grasses within the median and
      along the drive in the beds. These need to be planted per plan.
   d. There are two (2) missing street trees along Summerfields Parkway that
      need to be replaced per plan.
   e. The evergreens in this area are diseased and declining and should be
      replaced with healthier trees or evaluated and treated by a licensed
      arborist.
   f. There is one (1) dead and one (1) severely diseased and stunted tree along
      Red Bridge Drive. These need to be replaced.
   g. Mulch in the parkway needs to be replenished.

6. Sheet 8 of 10, Summerfield Parkway and School House Drive area
   a. The entry beds have missing plant materials (groundcovers) and dead
      ornamental grasses. These need to be replaced per plan.
b. There are three (3) missing street trees in the parkway along Summerfields Parkway (eastern side, between Fireside Drive and School House Drive) that need to be replaced.

c. All the street trees (4) along the western frontage of Summerfields (between Fireside Drive and Schoolhouse Drive) are declining or dead and need to be replaced.

7. Sheet 9 of 10, Summerfield Parkway and School House Drive area
   a. Covered in other comments.

8. Sheet 10 of 10, Red Bridge Drive area
   a. There is one (1) missing and one (1) dead tree along Red Bridge Drive that need to be replaced. One is in the parkway and one is in the tract by the lots.
   b. The stretch between Brookline Drive and Wishing Well Lane has two (2) missing evergreen trees that need to be planted per plan.
   c. Replenish the mulch and cover driplines in the planting bed areas.
   d. All street trees in this stretch appear to be declining / diseased. These need to be evaluated and treated by a licensed arborist or replaced.
   e. There is one (1) dead tree and one (1) tree with severe dieback along Red Bridge Drive (between Wishing Well Lane and Brookline Drive) that need to be replaced.

Upon completion of the above punchlist items contact the Town of Timnath Community Development Department for re-inspection / verification. The Timnath Ranch Metropolitan District is to provide a letter to the Town acknowledging acceptance and maintenance of landscaping.
Exhibit C
Open Space Requirements
Exhibit D
Heritage Park
Exhibit F
Trail Construction Responsibility
Exhibit 4 - Regional Trails (Amended 4.8.14)

- Responsibility of TR 3RD - Complete
- Responsibility of TR 3RD - To be phased with development
- Responsibility of Town of Timnath
EXHIBIT H-1

AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

CLOMR MAP
TIMNATH RANCH, LLC PROPERTY
REMOVED FROM FLOODPLAIN
EXHIBIT H-2

AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

CLOMR MAP
TIMNATH RANCH METROPOLITAN DISTRICT PROPERTY REMOVED FROM FLOODPLAIN
EXHIBIT H-3

AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH RANCH SECOND, THIRD, FIFTH, SIXTH, AND FUTURE FILINGS

CLOMR MAP
TIMNATH RANCH, LLC PROPERTY
REMAINING IN FLOODPLAIN
**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