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 September 22, 2015, Town Council Meeting Minutes
   b. Approval of the Check Register

5. REPORTS
   a. Mayor and Council

6. ORDER OF BUSINESS:
   a. PRESENTATION: MPO Presentation-Terri Blackmore

   b. RESOLUTION NO. 53, SERIES 2015, A Resolution Approving the Skeebo Minor Subdivision
      Presented by Matt Blakely, Contracted Town Planner

   c. RESOLUTION NO. 69, SERIES 2015, A Resolution Approving the Timnath Landing Subdivision Preliminary Plat
      Presented by Brian Williamson, Contracted Town Planner

   d. RESOLUTION NO. 70, SERIES 2015, A Resolution Approving the Timnath Landing Subdivision Preliminary Planned Development Overlay
      Presented by Brian Williamson, Contracted Town Planner

   e. RESOLUTION NO. 71, SERIES 2015, A Resolution Approving the Intergovernmental Agreement Between Poudre Fire Authority, the Town of Timnath and The Timnath Development Authority
      Presented by Robert Rogers, Contracted Town Attorney

   f. RESOLUTION NO. 72, SERIES 2015, A Resolution Approving the Municipal Court Judge Engagement Agreement
      Presented by Robert Rogers, Contracted Town Attorney
g. **RESOLUTION NO. 73, SERIES 2015**, A Resolution Approving the Angel Light Pyrotechnics Contract
   Presented by April Getchius, Town Manager

h. **RESOLUTION NO. 74, SERIES 2015**, A Resolution Approving the Timnath South Community Park Contract with McCauley Constructors, Inc.
   Presented by Matt Blakely, Contracted Town Planner

i. **RESOLUTION NO. 75, SERIES 2015**, A Resolution Approving the Transportation Master Plan
   Presented by Matt Blakely, Contracted Town Planner

j. **RESOLUTION NO. 76, SERIES 2015**, A Resolution Approving the Bridge Concept Plan
   Presented by Matt Blakely, Contracted Town Planner

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**
1. CALL TO ORDER AND ROLL CALL:
Mayor Pro Tem Voronin called to order the meeting of the Town Council on Tuesday, September 22, 2015, at 6:12 p.m.

Present:
   a. Councilmember Aaron Pearson
   b. Councilmember Paul Steinway
   c. Councilmember Bryan Voronin

Absent
   a. Mayor Jill Grossman-Belisle
   b. Councilmember Bill Neal

Also Present:
   a. April Getchius, Town Manager
   b. Robert Rogers, Contracted Town Attorney
   c. Don Taranto, Contracted Town Engineer
   d. Matt Blakely, Contracted Town Planner
   e. Brian Williamson, Contracted Town Planner
   f. Sherri Wagner, Police Chief
   g. Joel Smith, Police Officer
   h. Robert Wynkoop, Police Officer
   i. Forrest Andersen, Police Officer
   j. Michelle Inge, Police Officer

2. AMENDMENTS TO THE AGENDA:
   a. None

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

4. CONSENT AGENDA:
   a. Approval of the September 8, 2015, Town Council Meeting Minutes
   b. Approval of the Check Register

Councilmember Pearson moved to approve the consent agenda. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.
5. REPORTS:
a. Mayor/Council-
   i. Reservoir improvements update
   ii. Office closure for memorial service
b. Staff-Included in the packet

6. ORDER OF BUSINESS:
a. OATH OF OFFICE: Swear in Officer Michelle Inge
   • Police Chief Sherri Wagner swore in Police Officer Michelle Inge

b. RESOLUTION NO. 66, SERIES 2015, A Resolution Approving Professional Services Agreement with McCauley Constructors, Inc. for the 2015 Storage Building
   Staff Comments:
   • Mr. Taranto spoke to Council about the proposed resolution.

   Town Council Questions and Comments:
   • Councilmember Steinway asked if additional improvements would be added to the contract and it was stated that additional improvements would be added to a separate contract.
   
   **Councilmember Pearson moved to approve RESOLUTION NO. 66, SERIES 2015, A Resolution Approving Professional Services Agreement with McCauley Constructors, Inc. for the 2015 Storage Building. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.**

   c. RESOLUTION NO. 67, SERIES 2015, A Resolution Regarding the Timnath Ranch 6th Filing Final Plat Staff Comments:
   • Mr. Blakely spoke to Council about the proposed resolution.

   Town Council Questions and Comments:
   • Councilmember Pearson asked about road completion and Mr. Blakely and Mr. Taranto explained which roads would be completed in the proposed filing and phases.
   • Mayor Pro Tem asked about the start of construction and Mr. Taranto stated that the road would start to be constructed before the end of the year and completed next year.
   • Councilmember Pearson asked for a timeline of the clubhouse and Mr. Blakely stated that the clubhouse was not slated to be built in the proposed filing.
   
   **Councilmember Pearson moved to approve RESOLUTION NO. 67, SERIES 2015, A Resolution Regarding the Timnath Ranch 6th Filing Final Plat. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.**
d. **RESOLUTION NO. 68, SERIES 2015, A Resolution Approving the Purchase of an Irrigation Tap from the Fort Collins-Loveland Water District for the Harmony Road IIA Median Improvements**

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

**Councilmember Steinway moved to approve RESOLUTION NO. 68, SERIES 2015, A Resolution Approving the Purchase of an Irrigation Tap from the Fort Collins-Loveland Water District for the Harmony Road IIA Median Improvements. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

7. **ADJOURNMENT:**
Mayor Pro Tem Voronin adjourned the meeting 6:30 p.m.

Town Council approved the September 22, 2015, Town Council Meeting Minutes on October 13, 2015.

**TOWN OF TIMNATH**

_____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_____________________________________
Milissa Peters, CMC
Town Clerk
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### LARIMER COUNTY SOLID WASTE

#### 05-00679087

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Total 470117055: 3,758.59

Total Xcel Energy: 4,778.75

Grand Totals: 865,036.65

Dated: ____________________________

Mayor: ____________________________

City Council: _______________________________

City Recorder: _______________________________


To: Town Council

From: April D. Getchius, AICP
Town Manager

Date: October 7, 2015

Subject: North Front Range MPO

Terri Blackmore, Executive Director of the North Front Range MPO will be attending the October 13 Town Council meeting. Her presentation is attached.

Thank you.
MPO Structure

- 17 Member Planning Council – sets Policy and approves funding allocation
- 15 Member Technical Advisory Committee – advises the Council on Technical issues (7 Non-voting members)
- 13 Member Staff – 10 full-time and 3 part-time
Planning Products

- 2040 Regional Transportation Plan (RTP)
  - Adoption scheduled for September 2015

- FY2016–2019 Transportation Improvement Program (TIP)
  - Adopted in March 2015
  - Readopted in September 2015
Air Quality Conformity

- NFRMPO must use a travel model to evaluate RTP and TIP
- MODEL results used by CDPHE APCD to run MOVES2014
- NFRMPO must meet the EPA approved budget for NO\textsubscript{x} and VOC as well as CO
Flow of Funds

Federal

- Federal Transportation Bill
- Sets funding levels
- Allocates money to States

State

- Passes federal funds to MPOs
- Responsible for administering funds

MPO

- Completes federal requirements; Long Range Transportation Plan and Transportation Improvement Program
- Receives federal funds for projects and planning
- Creates a regionally cooperative process for distribution of federal funds to local government members
Transportation Funding Allocation

- **STP Metro** – approximately $3.25M annually
  - 13 projects funded between 2012 and 2015 across the region

- **CMAQ** – approximately $3.0 M annually
  - 12 projects funded between 2012 and 2015
  - Must provide an air quality benefit

- **TAP** – approximately $0.5 M annually
  - Bike and Pedestrian projects
Identified Goals, Objectives, Performance Measures, and Targets

Identified project selection criteria for each funding source

Set funding targets for STP–Metro and separated small communities from large

Allowed small communities to use funds for maintenance
12 projects submitted
9 fully or partially projects funded – $13.8M
- 2 CDOT I-25 projects – Crossroads and Climbing Lane
- 1 Fort Collins – Horsetooth and College Intersection
- 1 Loveland – US 34 Widening
- 1 Larimer – LCR 17 Expansion
- 1 Berthoud – LCR 17 Expansion
- 1 Evans – 65th Ave Widening
- 1 Eaton – Collins Street Resurfacing
- 1 Greeley – 10th Street Access Control
CMAQ 2016 to 2019

10 projects submitted

8 fully or partially funded projects– $13.3 M

- 2 City of Greeley – 1 signal funded & 1 transit partially funded
- 3 City of Loveland – 1 signal funded, 1 transit partially funded, & 1 CNG vehicles partially funded
- 1 Larimer County – CNG vehicles partially funded
- 1 Weld County/LaSalle– CNG vehicles/Facility Expansion partially funded
- 1 Fort Collins – 1 transit partially funded
TAP FY2016-19

- 2 TAP projects Funded – $1M
  - Larimer County/Fort Collins/Loveland – Colorado Front Range Trail
  - Windsor/Severance/Eaton – Great Western Trail
Council Action

- Approved TAC recommended FY2016–2019 Call For Projects at December 2014 meeting

- Expected Approvals:
  - 2040 Regional Transit Element – August 6, 2015
  - 2040 Regional Transportation Plan – September 3, 2015
  - Public Involvement Plan – November 5, 2015
Planning Participation Regional Level

- I–25 Coalition
- US–85 Planning & Environmental Linkages Study
- North Area Transportation Alliance
- NOCO Bike & Ped Collaborative
- Larimer County Strategic Planning
- North I–25 Commuter Rail TAC
- US–287 Coalition
- Front Range on Track
- Hill n Park
- US–34 Coalition
Planning Participation State Level

- State Transportation Advisory Committee
- Regional Air Quality Council
- Statewide MPO Committee
- State Freight Committee
- State Alternative Fuels Committee
- Intermountain Regional Committees
VanGo™ Program

- Operate Vanpool Services
  - 73 vans operate in the North Front Range
  - 5–7 riders per van
  - 91% occupancy
  - Investigating service to Estes Park and Wyoming
  - Riders take turns driving
  - Fares pay for insurance, fuel, maintenance, and administration
Online Transit Guide

- Available @ noco.findmyride.info

Check out Colorado’s latest Online Transit Guide.

noco.findmyride.info

Modeled on DRMAC’s Transit Options Database, this tool helps riders find the transit services they need.
2040 Regional Transit Recommendation

• Community Connections between:
  • Greeley/Evans and Fort Collins
  • Greeley/Evans and Loveland
  • Greeley/Evans and Denver

• Increased investment in the US 287 Corridor

Approved August 6, 2015
Questions?

tblackmore@nfrmpo.org
EXECUTIVE SUMMARY: The project is proposed at 4025 Kern Street. The proposal is for a Minor Subdivision of the lot to change it from one lot to three lots. The first two lots will face Kern St with the third lot having alley access with an access easement between lots one and two off of Kern. Lot one is 4,133 Sq. Ft. while Lot 2 is 5,000 Sq. Ft. and Lot 3 is 8,220 Sq. Ft. The proposal for the three lots will be single family dwelling units. Proper utility connections will be required on all three Lots before any development can occur.

At the Town Council Public Hearing on 8/25/2015 the Town Council tabled the item and requested the applicant provide a site plan for all three lots showing the future development plan and provide letters of support from Old Town residents.

Resident Comments:

The Town received one resident email and is attached to this packet. There was a public comment brought up at the Planning Commission Hearing on 8/4/15. Del Miller at 4005 Kern Street had concerns that were relative to parking and congestion if the use converts to business.

PLANNING COMMISSION ACTION ON 8/4/2015:
Planning Commission made a motion to recommend approval of the Minor Subdivision to the Timnath Town Council on 8/4/2015. That motion passed by a unanimous vote of 5 in favor and 0 opposed.

KEY POINTS/SUPPORTING INFORMATION:

Owner: Steve Whittall
Applicant: Aubrey Carson

Legal Description/address: 4025 Kern Street
Application Type: Minor Subdivision  Case Number: MS-2015-002

Parcel Size (square feet): 17,383  Building total (SF): N/A

Existing Zoning: B
Proposed Zoning: B
Existing Land Use: Single-Family Residential
Proposed Land Use: Single-Family Residential
Process Schedule

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SERVICES:

- **Water**: Fort Collins – Loveland Water District
- **Sewer**: South Fort Collins Sanitation District
- **Fire**: Poudre Fire Authority
- **Electric**: Xcel

Adjacent Zoning/Land Uses:

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<td>North</td>
<td>R-1</td>
<td>Single Family Residential</td>
</tr>
<tr>
<td>South</td>
<td>R-1</td>
<td>Single Family Residential</td>
</tr>
<tr>
<td>East</td>
<td>R-1</td>
<td>Single Family Residential</td>
</tr>
<tr>
<td>West</td>
<td>B</td>
<td>Single Family Residential</td>
</tr>
</tbody>
</table>

Application Description:

**Site Location & Layout:**
The project is proposed at 4025 Kern Street. The proposal is for a Minor Subdivision of the lot to change it from one lot to three lots

The rezoning application conforms to the requirements set forth in section 16.4.8.C in the Timnath Land Use Code.

A. Minor Subdivision Plat Review Criteria. The Town shall use the following criteria to evaluate the applicant’s request:
1. The minor subdivision plat is in compliance with this Code and with the Comprehensive Plan. The Comprehensive Plan calls for the lot to be a Downtown Core designation which relates to a Business zoning which is currently what the property is zoned. The Business zoning encourages the development and expansion of the existing Town business area by providing a concentration and mixture of civic, office, retail, restaurant, housing and cultural land uses.

REFERRAL COMMENTS:
Not returned: AT&T Communications, Poudre School District, Poudre River Public Library District, CenturyLink, Timnath Finance, Timnath Public Works, Xcel Energy, Timnath Town Attorney, Timnath Post Office, Xcel

Returned with no comments: Safebuilt, Larimer County Department of Natural Resources, Larimer County Department of Health and Environment

Returned with comments: Poudre Fire Authority, Timnath Community Development, Timnath Engineering, Fort Collins/Loveland Water District/South Fort Collins Sanitation District

RECOMMENDED MOTION:
Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, the application conforms with the mission and goals of the Timnath Comprehensive Plan, and all criteria outlined in Section 16.4.8.C of the Timnath Land Use Code have been met, I move to recommend approval of the Skeebo Subdivision for 4025 Kern Street, with the following conditions:

1. Allow staff to work with the owner applicant to address minor, non-substantive modifications and unresolved comments prior to final signatures

ATTACHMENTS:
1. Subdivision Map
2. Site Plan
3. Letters of Support from Residents
4. Poudre Fire Authority Concerns
5. Resident Email
TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 53, SERIES 2015  

A REASOLUTION FOR A MINOR SUBDIVISION OF CERTAIN REAL PROPERTY  
LOCATED AT 4025 KERN STREET  

WHEREAS, STEVE WHITTALL, has submitted a request for a minor subdivision of real  
property within the Town of Timnath more particularly described in Exhibit A (legal  
description) and Exhibit B (subdivision plat) and attached hereto and incorporated  
herein by this reference; and  

WHEREAS, a properly noticed public hearing was held on August 4, 2015, and the  
minor subdivision was recommended for approval to at a public hearing held by the  
Town of Timnath Planning Commission with the following conditions:  
   a. Allow staff to continue to work with applicant to address all unresolved  
technical comments to the satisfaction of Town Staff and Referral Agencies.  

WHEREAS, a properly noticed public hearing was held on August 18, 2015, and upon  
hearing statements of staff, the applicant(s) and giving consideration to the  
recommendations, the Town Council continued the action to a future meeting; and  

WHEREAS, a properly noticed public hearing was held on October 13, 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. Approval  
The Minor Subdivision Plat for 4025 Kern St is approved with the following conditions:  
   b. Allow staff to continue to work with applicant to address all unresolved  
technical comments to the satisfaction of Town Staff and Referral Agencies.

TOWN OF TIMNATH, COLORADO

_________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Minor Subdivision

Lot 23 Less North 8 2/3 feet and all Lot 24, Block 8, Timnath
EXHIBIT B
Minor Subdivision Plat

[attached]
TO: Matt Blakley, Town Planner
FROM: Jim Lynxwiler, Fire Protection Technician, Poudre Fire Authority, 970-416-2869
PROJECT: SKEEBO SUBDIVISION Timnath Case Number: MS-2015-001
DESCRIPTION: Subdivide parcel from two lot configuration to three lots.
DATE: May 9, 2015

PFA COMMENTS:

Poudre Fire Authority has no comments relative to the subdivision however, the applicant should be aware that future development on the lots will be subject to code compliance at that time. Pertinent code requirements listed below:

FIRE LANES
A fire lane is required to within 150' of all exterior portions of all buildings. I do not anticipate this being a problem for proposed Lots 1 & 2, which can be directly accessed from Kern Street and access distances can be calculated from there. Depending upon the location of the building footprint in Lot 3 however, it is likely that property will be determined out of access and require a fire sprinkler system to offset this deficiency. Please note, access measurements cannot be made from alleys unless the alley is fully developed to local street standards.

- **IFC 503.1.1**: Fire Lanes shall be provided to within 150' of all portions of the building, as measured by an approved route around the exterior of the building. When fire lanes cannot be provided, the fire code official is authorized to increase the dimension of 150 feet if the building is equipped throughout with an approved, automatic fire-sprinkler system.

WATER SUPPLY
Fire hydrant spacing and flow must meet minimum requirements based on type of occupancy. I do not anticipate this being a problem for proposed Lots 1 & 2, which are each within 300' of an existing hydrant. Lot 3 however, appears to be approximately 450' from the closest hydrant and would be considered out of access for water. A hydrant would have to be located within 300' of the building or the building will require a fire sprinkler system to offset the deficiency.

- **IFC 508.1 and Appendix B**: COMMERCIAL REQUIREMENTS: Hydrants to provide 1,500 gpm at 20 psi residual pressure, spaced not further than 300 feet to the building, or 600-foot centers thereafter.
PREMISE IDENTIFICATION
All three lots need to be separately addressed. The addressing of Lot 3 will require monument signage on Kern Street.

- 2012 IFC 505.1: New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible, visible from the street or road fronting the property, and posted with a minimum of six-inch numerals on a contrasting background. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure.

OTHER COMMENTS
Other fire department comments may be forthcoming at time of building permit.

Please note: Final Plan requires PFA Fire Marshal signature. Contact Fire Marshal, Bob Poncelow at 970-416-2891 to schedule.
September 28, 2015

To the Timnath city council,

As a property owner in downtown Timnath, I strongly urge you to support the Skeebo minor subdivision. This property was previously rezoned to business. As proposed it would be divided into 2 single family lots fronting Kern and a 3rd lot fronting to the alley. The lot fronting the alley would have 4 small, 2 bed 2 bath single family live/ work spaces centered around a common court yard much like an artisan village. There would be a common drive from Kern to the alley. This would provide another housing type for Timnath. It would also create a good buffer between the single family homes to the east and the business downtown core.

Timnath planning and zoning staff unanimously supported and approved this plan. The plan fits the Timnath Downtown comprehensive plan and creates a good buffer between the single family homes and the downtown core. I urge you to approve the Skeebo minor subdivision.

Sincerely,

[Signature]

Laura Olive
Hello Neighbor,

We are asking for YOUR SUPPORT of the proposed **Skeebo Minor Subdivision**!

We are proposing to divide one large lot located in Old Town Timnath on Kern Street into 2 medium sized lots. Please review the attached drawing for clarification.

This is the second step in the process with the City of Timnath. We have already gone through the rezoning process and the referenced property has been rezoned in alignment with the City’s comprehensive plan. The proposed subdivision has the complete support of the planning staff and has been unanimously approved by the planning commission. **We’re asking for your support in obtaining the approval of the city council.**

Please take a few moments to review the enclosed documents and graphics. By singing below you are expressing your support for this proposed minor subdivision.

After the minor subdivision is approved, there will still be a third and final step (SITE PLAN REVIEW) before any new construction is permitted. We have included a color drawing that is an early schematic of the direction we are leaning.

If you have any questions, please feel free to contact the owner of the Kern Street property, Steve Whittall at (970) 566-2040.

Thank you!

\[Signature\]

Roy E. Stone  Carol L. Stone
Name (Printed)

Roy E. Stone  Carol L. Stone
Signature and Date

We appreciate the changes Steve’s brought to the neighborhood
Hello Neighbor,

We are asking for YOUR SUPPORT of the proposed Skeebo Minor Subdivision!

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Thank you!

[Signature]

Name (Printed)
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If you have any questions, please feel free to contact the owner of the Kern Street property, Steve Whittall at (970) 566-2040.

Thank you!

[Ryan Unangst]

Name (Printed)

[Signature and Date 9-30-2015]

4148 Main St.
Hello Neighbor,

We are asking for YOUR SUPPORT of the proposed Skeebo Minor Subdivision!

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If you have any questions, please feel free to contact the owner of the Kern Street property, Steve Whittall at (970) 566-2040.

Thank you!

Signature and Date

Becca Bay
4148 Main Street,
Timnath CO 80547

9/30/15
Hello Neighbor,

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Steve Whittall at (970) 566-2040.

Thank you!

[Signature]

[Name (Printed)]

[Signature and Date]

[Handwritten: 9/20 N. MAIN]
Hello Neighbor,

We are asking for YOUR SUPPORT of the proposed Skeebo Minor Subdivision!

We are proposing to divide one large lot located in Old Town Timnath on Kern Street into 3 medium sized lots. Please review the attached drawing for clarification.

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Thank you!

[Signature]

Name (Printed)

[Signature] 4/30/15

Signature and Date
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Thank you! 

[Signature]

Name (Printed)

[Signature]  

Signature and Date
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Thank you!

LARRY ADINKELMAN
Name (Printed) 9908 5C06 5

Signature and Date 9.30.15
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If you have any questions, please feel free to contact the owner of the Kern Street property, Steve Whittall at (970) 566-2040.

Thank you!

Mark He Barrett
Name (Printed)

3916 Main Timnath 9/30/15
Signature and Date
Hello Neighbor,

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Thank you!

\[Signature\]

Name (Printed)

\[Signature\] 9/29/16

Signature and Date
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Thank you!

[Signature]

---

**June L. McCracken**  
3900 Main Street

Name (Printed)

[Signature and Date]
Hello Neighbor,

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Thank you!

Rosalind Yau
Name (Printed)
5023 Sugar Trail Timnath, Colo. 80547
Signature and Date
Hello Neighbor,

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Thank you!  

---

Dave Livingston  
Name (Printed)

Signature and Date  
4113 Kern St, Timnath, CO 80547
Hello Neighbor,

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Thank you!

**Stephanie Hansen**

Name (Printed)

4008 Main Street

Signature and Date

Timnath, CO 80547

708-280-3645
Hello Neighbor,

We are asking for YOUR SUPPORT of the proposed Skeebo Minor Subdivision!

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Thank you!

[Signature]

Name (Printed)  
Holm Main St Timnath Co 80547

Signature and Date  9-30-15
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Thank you!  

---

Name (Printed)  

Signature and Date  

9/30/16
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Thank you!

[Signature]

Name (Printed)

[Signature] 9.30.15

Signature and Date
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Thank you!

\[Signature\]

\[Name (Printed)\]

\[Date\]
Hello Matt,
Sorry - I had hoped to be at tonight’s meeting but have another meeting on top of this one. Can you please share this. I had hoped to speak and perhaps even more strongly voice my concerns about suggested changes and developments in old town. But hopefully this conveys some of the concern.

Thank you and regards,
Scott

4 August 2015

To the Town of Timnath, Planning Commissioners, and Town Council,

My apologies for not being able to attend the Planning Commission meeting, I will attempt to attend the Town Council meeting if this issue is heard there. Dividing the lots in an established neighborhood has an even greater impact on existing residents than the case of new development with greater densities than adjacent developments. Unlike living next to undeveloped property, there is a reasonable expectation that the current density is not going to change. This is especially true when zoning changes were made after many of the residents made their decisions to live in old town.

The future vision of the area is to be a mix of business and residential properties. If the character of the area currently included a mix of residential and business uses or if the intent of the changes would bring compatible business into the old town area, the issue would be different. What is being proposed only increases the population density of the existing residential neighborhood with no benefit. I am very concerned that the proposed changes will deprive the current residents of the environment that they have chosen to make their homes. Ultimately this will drive out those people who have chosen old town because of the small town feel that is unique to this area of Timnath.

Respectfully,
Scott Taylor
4109 Main St. / P.O. Box 92
Timnath, CO 80547
August 20, 2015

Tony Meza
4009 Kern Street
Timnath, CO 80547

Town of Timnath
Matthew J. Blakely
4800 Goodman Street
Timnath, CO 80521

To whom it may concern,

As a concerned resident of Timnath for 55 years, I am writing to dispute the proposed development of adding two additional houses to the property owned by Steve Whittall. Mr. Whittall wants to add two additional houses to the property which will cause the area to become over populated. I'm concerned this will attract the wrong type of people and cause the town and the surrounding house to become unsafe, causing more traffic, louder noise, stealing, drugs, drinking and more crime. I'm concerned for my property, my family and the local community. The neighborhood now, is a quite peaceful, friendly and neighborly and I'm proud to call this my home. With his proposed plan, I'm concerned this will ultimately affect our neighborhood in a negative way. I don't agree with his plans and do not want to see three additional structures on the one property lot.

On his current property, Mr. Whittall has placed an old, beat down trailer house that brings our property value down. I can remember a time when I requested from the town of Timnath to place a trailer house on my property and was told I was allowed to do this. Did Mr. Whittall get approval from the town to put his trailer on the property?

I also wanted to mention that Mr. Whittall has approached all of the neighbors and has requested they sell their properties to him. I have even been approached by Mr. Whittall to sell him my property and I told him that my property is not for sale.

Respectfully,

Tony Meza

[Signature]
Kevin Koelbel

From: Matt Blakely
Sent: Thursday, August 20, 2015 3:12 PM
To: Kevin Koelbel
Cc: Don Taranto; Brian Williamson
Subject: FW: Contact form - General - 4025 Kern st.

Follow Up Flag: Follow up
Flag Status: Flagged

Kevin,

Here is a comment in opposition to the Kern Street rezoning and possibly the minor subdivision. The rezoning has already been approved. Please make this available at the Town Council meeting on Tuesday night.

Thanks,
Matt

Matthew J. Blakely, RLA, LEED AP
Town Planner
Town of Timnath
4600 Goodman Street
Timnath, Colorado 80547
Ph 970-224-3211  Fx 970-224-3217
www.timnathco.com

From: April Getchius
Sent: Thursday, August 20, 2015 11:09 AM
To: Matt Blakely
Subject: Fwd: Contact form - General - 4025 Kern st.

April

Begin forwarded message:

From: William Conner <irishelvis@gmail.com>
Date: August 20, 2015 at 11:23:25 AM MDT
To: <mpeters@timnathgov.com>
Subject: Contact form - General - 4025 Kern st.
Reply-To: <irishelvis@gmail.com>

Department
General
Name
William Conner
Email
irishelvis@gmail.com

Address
4017 Kern st.
Colorado
United States
Map it

Phone
(970) 346-1817

Subject
4025 Kern st.

Comment
Hi,

In reference to the recent planning and zoning meeting, I'd like to touch base on a few concerns....

x. Commissioner Roys mentions that there is sensitivity to the buffering between commercial and residential will always be there, and within the code there are criteria for buffering between residential and commercial. Mr. Blakely mentions that the higher intensity use will have to buffer to the lower intensity use when that would occur....

I'd like to know what the buffering criteria are?

In addition,

4th st, is all residential and as a long time resident, I am opposed to any business development next door to my house or on Kern between 4th and 5th.

"Vice Chair Seidel is curious about the proposal being in conformance with the business since all of this development is going to be proposed in a tiny pocket of Business zoning.

ix. Steve Whittal mentions that his goal for now is to just bring the lot into conformance with the Comprehensive Plan so that when the 4th Ave area develops he is able to develop the property with the design and intent that the 4th Ave area will become"

I am opposed to this development and feel that it will negatively impact the peaceful nature of the our neighborhood block, which is all residential. Business should remain on main st.

Regards,

Dr W Conner
EXECUTIVE SUMMARY: Preliminary Plat proposal for approximately 629 dwelling units as well as commercial space, and 9 future development tracts. The proposal includes a variety of housing types and densities, varied open space, and connections to regional amenities. There are a series of lakes that will provide parks, trails, and other recreational opportunities for all residents. The community is intended to have a mix of residential options throughout the ultimate build out of the development. The lots that are proposed vary between widths of 40’-90’ and have a density that will range from 2.8-7 DU/AC. The majority of dwelling units will be single family detached dwellings, but there is also a mix of single family attached DU’s.

- The Preliminary Plat is in compliance with the Sketch Plan approved by Town Council on 3/24/2015.

The Preliminary Plat will also require a Preliminary Planned Development Overlay to allow changes to the dimensional standards and density.

PLANNING COMMISSION ACTION ON 10/6/2015:
Planning Commission made a motion to recommend approval of the Preliminary Plat with the following conditions to the Timnath Town Council on 10/6/2015:

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

b. Preliminary Plat to highlight all lots that require 4-sided architecture per Town Council’s sketch plan requirements.

That motion passed by a vote of 3 in favor and 0 opposed.

KEY POINTS/SUPPORTING INFORMATION:

<table>
<thead>
<tr>
<th>Preliminary Plat Process Schedule</th>
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</thead>
<tbody>
<tr>
<td><strong>Task</strong></td>
</tr>
<tr>
<td>Preliminary Plat Application</td>
</tr>
<tr>
<td>Application Certification</td>
</tr>
<tr>
<td>Referral Agency Notification</td>
</tr>
<tr>
<td>Comments Issued</td>
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<tr>
<td>2nd Submittal</td>
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<tr>
<td>Event</td>
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<td>2&lt;sup&gt;nd&lt;/sup&gt; Submittal Comments</td>
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<td>3&lt;sup&gt;rd&lt;/sup&gt; Submittal</td>
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<td>3&lt;sup&gt;rd&lt;/sup&gt; Submittal Comments</td>
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<td>4&lt;sup&gt;th&lt;/sup&gt; Submittal</td>
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<td>4&lt;sup&gt;th&lt;/sup&gt; Submittal Comments</td>
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<tr>
<td>5&lt;sup&gt;th&lt;/sup&gt; Submittal</td>
</tr>
<tr>
<td>Notice to Neighboring Property Owners</td>
</tr>
<tr>
<td>Planning Commission Public Hearing</td>
</tr>
<tr>
<td>Town Council Public Hearing</td>
</tr>
</tbody>
</table>

**Owner:** Tom Marshall, CAC Timnath, LLC  
**Applicant:** Jim Marshall, BCX Development, LLC

**Application Type:** Preliminary Plat  
**Case Number:** PP-2014-003

**Legal Description/Address:** Parcel(s) of land located North of Harmony Road, east of CR 5, south of CR 40, and west of the Harmony Subdivision

**Project Description:** Preliminary Plat proposal for approximately 629 dwelling units as well as commercial space, and 9 future development tracts. The proposal includes a variety of housing types and densities, varied open space, and connections to regional amenities. There are a series of lakes that will provide parks, trails, and other recreational opportunities for all residents. The community is intended to have a mix of residential options throughout the ultimate build out of the development. One significant improvement is the proposed parkway located to the east of Main Street, which will allow Old Town to be a more walkable and pedestrian friendly area in the future. The extension of 4<sup>th</sup> Ave. on the east side of the parkway is intended to include a “main street” area as well as a civic park and associated residential options. There is a proposed Community Park that is on the western side of the development along Harmony Road which will be complete with active ball areas, a basketball court, tennis courts, active play areas along with the South Lake which will have a trail system that residents can run, walk, bike, fish, or use non-motorized boats. There are other pocket parks and neighborhood parks that are designed to provide recreation opportunities for residents that will live in the northern portion of the property. Regional natural amenities within close proximity to the site include the Cache La Poudre River and Timnath Reservoir and Open Space. The development will construct internal trails per the Prost Plan. Just north of the community park is a community recreation center that has a proposed pool and is attached to a neighborhood park that will have a play area for children. The lots that are proposed vary between widths of 40’-90’ and have a density that will range from 2.8-7 DU/AC. The majority of dwelling units will be single family detached dwellings, but there is also a mix of single family attached DU’s.

There are 5 pocket parks, 2 neighborhood parks, and one community park being proposed. The required open space is 20% or 98 acres and the applicant is proposing 29% or roughly 140 acres which includes three lakes.
and trails. There will be a new access point to the subdivision from Harmony Road which will be directly across from Signal Tree Dr. With the addition of the Parkway this will add an additional railroad crossing meaning the current crossing on Main St. will turn into a pedestrian and emergency crossing only. This subdivision will have plenty of connectivity to Old Town from the Parkway and will connect over to the Harmony Subdivision through Grand Tree Blvd.

**Parcel Size (Acres):** 490 +/- total acres

**Number of Lots:** Approximately 629 Dwelling Units as well as commercial and mixed use

<table>
<thead>
<tr>
<th>Existing Zoning: MU, R2, R3, C2, B</th>
<th>Proposed Zoning: MU, R2, R3, C2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Land Use: Farming</td>
<td>Proposed Land Use: Residential, Mixed-Use Commercial, Parks &amp; Open Space</td>
</tr>
</tbody>
</table>

**SERVICES:**
- **Water:** Fort Collins-Loveland Water District
- **Sewer:** South Fort Collins Sanitation District
- **Fire:** Poudre Fire Authority
- **Special Districts:** Portions are within the Timnath Development Authority Urban Renewal Area

**Adjacent Zoning/Land Uses:**

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>FA-1 Unincorporated Larimer County</td>
<td>Farming, Residential</td>
</tr>
<tr>
<td>South</td>
<td>FA-1 Unincorporated Larimer County; C-2</td>
<td>Farming; Residential; Commercial (Riverbend, Walker Manufacturing)</td>
</tr>
<tr>
<td>West</td>
<td>R-1; B</td>
<td>Business; Residential (Old Town)</td>
</tr>
<tr>
<td>East</td>
<td>R-E with PD Overlay</td>
<td>Residential/Estate (Harmony Subdivision)</td>
</tr>
</tbody>
</table>

This Property will also be subject to the following processes:
1. PD Overlay – Concurrent Process
2. Final Plat – Under Review


**Land Use Code, Section 16.4.6.C**

**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.  
   **Response:** The preliminary plat as presented meets this criterion. It is in compliance of the R-2, R-3, and MU zoning requirements and dimensional standards in conjunction with a PD Overlay as well as the Low Density Residential, Medium Density Residential, Mixed Use and Commercial designations on the Comprehensive Plan. The preliminary Plat as proposed extends the street network of Old Town and is proposing a transition of housing scales and types from Old Town into the new development.

2. The application is consistent with the approved sketch plan and incorporates the Planning
Commission’s recommendations and conditions of approval.
Response: This application is consistent with the approved Sketch Plan by Town Council on 3/24/2015 with conditions. Those conditions required modifications of the documents. The Preliminary Landscape Plan addresses the buffering along the railroad tracks, and the Preliminary PD Overlay states that lots adjacent to Old Town will require 4-sided architecture.

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 including:

a. The proposed development promotes the Town’s small town, rural character;
Response: With the roughly 29% open space and the three large lakes and amenities across the development, this project will promote the Town’s Rural Character.

b. Proposed residential development adds diversity to the Town’s housing supply;
Response: This development has a wide range of lot sizes from 4,100sf to 15,400 sf and will have a variety of housing types including single-family detached, single family attached, and multi-family associated with the different sizes of lots and future tracts.

c. Proposed commercial development will benefit the Town’s economic base;
Response: This development plats a 11.36 Acre Commercial Parcel along Harmony Road, this will be subject to either a site plan review if it is developed by a single user, or if it is to be subdivided it will be subject to an updated Preliminary Plat, as well as a Final Plat. Also, there are two business zoned tracts along 4th Ave that are being dedicated to the Town for future potential commercial uses.

d. Parks, open space and trails are incorporated into the site design;
Response: This project incorporates all of the improvements shown on the PROST Plan, including 1 community park, 2 neighborhood parks, five pocket parks and shows the future location of a regional trail along the east side of the project. The project also has a network of trails that link the development’s internal open spaces and parks together.

e. The proposed project protects the Town’s environmental quality; and
Response: The property is currently being farmed or is vacant. The development is responsive to the existing topography of the site and will enhance the irrigation canal and ditch movement through the property through the addition of lakes and incorporate them into park and open space areas. Future development areas that are not being included with this Preliminary Plat will be reviewed at the time of subdividing each specific area.

f. The development enhances cultural, historical, educational and/or human service opportunities.
Response: There are opportunities for educational and human services in the future
4. The utility and transportation design is adequate, given existing and planned capacities of those systems.  
Response: The preliminary plat as presented meets this criterion. The property has gone through a Transportation Impact Study that has projected the increase in traffic and the road system is designed to meet those requirements per LCUASS and Town standards. There is an interconnected street system that extends to Old Town and Harmony Subdivision. The project will include the Parkway achieving the Town’s Master Plan Transportation goals.

5. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.  
Response: The preliminary plat as presented meets this criterion. Lots that are adjacent to the Old Town have been sized to compliment the adjacent lots, and the buffer area between Old Town and the proposed lots have been heavily landscaped, and will have four sided architectural restrictions to give a similar look and feel of Old Town in the new development.

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.  
Response: The preliminary plat as presented meets this criterion. With the new proposal there will be a diverse set of housing types that will bring in a newer demographic to the Town. The proposed plat will add a more diverse housing types and lot sizes to Timnath for future residents.

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, Colorado Geological Survey, Timnath Post Office,

Returned with no comments: Timnath Police Department, South Fort Collins Sanitation District, Fort Collins/Loveland Water District, History Colorado, Safebuilt

Returned with comments: Poudre Fire Authority, Timnath Engineering, Timnath Community Development, Cache La Poudre Reservoir Company, Comcast, Colorado Geologic Survey, FEMA

Outstanding Comments: Timnath Community Development

Staff Recommendation:
Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, the application conforms with the mission and goals of the Timnath Comprehensive Plan, and all criteria outlined in Section 16.4.6.C. of the Timnath Municipal Code have been met, I move to recommend approval of the Timnath Landings Preliminary Plat with the following conditions.
Conditions:
a. Allow staff to work with the owner applicant to address minor, non-substantive modifications prior to final signatures.
b. Preliminary Plat to highlight all lots that require 4-sided architecture per Town Council’s sketch plan requirements.

ATTACHMENTS:
<table>
<thead>
<tr>
<th></th>
<th>Approved Sketch Plan – For reference</th>
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<tbody>
<tr>
<td>2.</td>
<td>Preliminary Plat</td>
</tr>
</tbody>
</table>
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH APPROVING THE PRELIMINARY PLAT FOR TIMNATH LANDING SUBDIVISION, GENERALLY LOCATED EAST OF AND ADJACENT TO CR 5/MAIN STREET, AND NORTH OF AND ADJACENT TO CR 38 (HARMONY RD)

WHEREAS, CAC Timnath, LLC (the “Developer”) has submitted a Preliminary Plat for the Timnath Landing Subdivision, more particularly described in Exhibit A (legal description) and Exhibit B (Preliminary Plat) and attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed public hearing was held on October 6, 2015, and the above described Preliminary Plat 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
2. Preliminary Plat to highlight all lots that require 4-sided architecture per Town Council’s sketch plan requirements.

WHEREAS, a properly noticed public hearing with the Town Council was held on October 13, 2014 and upon hearing the statements of staff, the applicant(s) and giving consideration to the recommendations, the Town Council determines as provided below.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:

Section 1. Preliminary Plat
The Preliminary Plat for Timnath Landing Subdivision is approved as presented with the following condition:

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
2. Preliminary Plat to highlight all lots that require 4-sided architecture per Town Council’s sketch plan requirements

PASSED, APPROVED AND ADOPTED THIS 13 DAY OF OCTOBER, 2015.

TOWN OF TIMNATH, COLORADO

____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

____________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Preliminary Plat

Parcel A:

A Parcel of land located in Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 35; Thence S 89 Degrees 54’07” E along the North line of said Northeast quarter of Section 35, 788.31 feet to the westerly and southerly line of a 75 feet wide right-of-way as described in Book 186, Page 60 of the Larimer County Records; Thence along said right-of-way line the following ten (10) courses:

1) S 40 Degrees 54’07” E, 117.85 feet;  
2) S 08 Degrees 54’07” E, 85.80 feet;  
3) S 01 Degrees 35’53” W, 103.76 feet;  
4) S 20 Degrees 09’ 07” E, 114.07 feet;  
5) S 40 Degrees 54’ 07” E, 108.07 feet;  
6) S 44 Degrees 34’ 07” E, 111.10 feet;  
7) S 74 Degrees 09’ 07” E, 113.93 feet;  
8) S 86 Degrees 24’ 07” E, 108.63 feet;  
9) N 79 Degrees 35’ 53” E, 107.72 feet;  
10) N 70 Degrees 05’ 53” E, 101.07 feet;  

Thence S 00 Degrees 00’00” E, 723.05 feet; Thence S 53 Degrees 14’54” E, 1443.05 feet to the East line of said Northeast quarter of Section 35; Thence S 00 Degrees 06’35” W along said East line, 535.02 feet to the East quarter corner of said Section 35; Thence S 00 Degrees 06’ 32” W along the East line of the Southeast quarter of said Section 35, 423.09 feet; Thence N 89 Degrees 46’32” W, 4814.63 feet; Thence N 00 Degrees 14’31” E, 42.94 feet; Thence S 89 Degrees 45’29” E, 30.00 feet; Thence N 00 Degrees 14’31” E, 380.15 feet to the North line of the Southwest quarter of said Section 35; Thence S 89 Degrees 46’32” E along said North line, 905.61 feet; Thence N 00 Degrees 13’28” E, 300.00 feet; Thence N 00 Degrees 05’50” E, 282.85 feet; Thence N 89 Degrees 54’ 10” W, 906.87 feet; Thence N 00 Degrees 02’16” E, 70.79 feet; Thence N 89 Degrees 57’ 44” W, 60.00 feet; Thence N 00 Degrees 02’16” E, 465.00 feet to the South line of a Parcel of land described at Reception No. 99073702 of the Larimer County Records; Thence S 89 Degrees 57’44” E along said South line, 987.48 feet; Thence N 00 Degrees 02’16” E along the East line of said parcel of land described at Reception No. 99073702, 1521.58 feet to the North line of the Northwest quarter of said Section 35; Thence S 89 Degrees 48’54” E along said North line, 1216.33 feet to the point of beginning, excepting therefrom a portion of Larimer County Road 40 right-of-way described in Book 1122 at Page 167 of the Larimer County Records more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 35; Thence S 89 Degrees 54’07” W along the North line of said Northeast quarter of said Section 35, 788.31 feet; Thence S 40
Degrees 54’ 07” E, 64.52 feet to the South line of Larimer County Road 40; thence along said South right-of-way line the following four (4) courses: 1) S 86 Degrees 28’27” W, 162.59 feet; 2) N 89 Degrees 37’33” W, 261.86 feet; 3) N 85 Degrees 43’33” W, 380.62 feet; 4) N 89 Degrees 49’02” W, 1243.21 feet to said East line of Reception No. 99073702; Thence N 00 Degrees 02’16” E, 30.00 feet to the North line of said Northwest quarter of Section 35; Thence S 89 degrees 48’54” E along said North line, 1216.33 feet to the Point of Beginning.

Excepting therefrom a Parcel of land located in the Southeast quarter of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of said Southeast quarter of Section 35, 2649.40 feet to the Southwest corner of said Southeast quarter of Section 35; Thence N 00 Degrees 10’37” E along the West line of said Southeast quarter of Section 35, 2220.63 feet to the Point of Beginning; Thence continuing along said west line of the Southwest quarter N 00 Degrees 10’37” E, 390.09 feet; Thence S 89 Degrees 46’32” E, 1323.17 feet; Thence S 00 Degrees 08’35” W, 390.09 feet; Thence N 89 Degrees 46’32” W, 1323.40 feet to the Point of Beginning, County of Larimer, State of Colorado.

And also except Lot 1, in Block 7, of the Town of Timnath, per Plat of record, and the vacated alleys to the North and East thereof and adjacent thereto and heretofore vacated by instruments of record, County of Larimer, State of Colorado.

Parcel B:

A Parcel of land located in the Southeast quarter of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of said Southeast quarter of Section 35, 2649.40 feet to the Southwest corner of said Southwest quarter of Section 35; Thence N 00 Degrees 10’37” E along the West line of said Southwest quarter of Section 35, 2220.63 feet to the Point of Beginning; Thence continuing along said West line of the Southwest quarter N 00 Degrees 10’37” E, 390.09 feet; Thence S 89 Degrees 46’32” E, 1323.17 feet; Thence S 00 Degrees 08’35” W, 390.09 feet; Thence N 89 Degrees 46’32” W, 1323.40 feet to the Point of Beginning, County of Larimer, State of Colorado.

Parcel C:

Lot 1, in Block 7, of the Town of Timnath, per Plat of record, and the vacated alleys to the North and East thereof and adjacent thereto and heretofore vacated by instruments of record, County of Larimer, State
of Colorado.

Parcel D:

A Parcel of land located in the South half of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Beginning at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of the Southeast quarter of said Section 35, 2649.40 feet; to the South quarter corner of said Section 35; Thence N 89 Degrees 39’13” W along the South half line of the Southwest quarter of said Section 35, 2642.40 feet to the Southwest corner of said Section 35; Thence N 00 Degrees 14’31” E along the West line of said Southwest quarter of Section 35, 780.70 feet; Thence S 89 Degrees 45’29” E, 42.00 feet; Thence N 00 Degrees 14’31” E, 910.58 feet; Thence S 89 Degrees 39’28” E, 335.84 feet; Thence N 00 Degrees 11’20” E, 131.11 feet to the Southwesterly line of a 100 foot wide railroad right-of-way as described in Book T at Page 346 of the Larimer County Records; Thence S 50 Degrees 24’42” E along said Southwesterly right-of-way line, 432.26 feet; Thence N 00 Degrees 14’31” E, 129.31 feet to the Northeasterly line of said 100 foot wide railroad right-of-way; Thence N 50 Degrees 24’42” W along said Northeasterly right-of-way line, 310.35 feet; Thence N 00 Degrees 13’31” E, 341.36 feet; Thence S 89 Degrees 46’32” E, 4814.63 feet to the East line of the Southeast quarter of said Section 35; Thence S 00 Degrees 06’32” W along said East line of the Southeast quarter of Section 35, 2225.05 feet to the Point of beginning,

Excepting therefrom that portion conveyed to the Board of County Commissioners by Quit Claim Deed recorded in Book 512 at Page 140, and also except those portions described in Deeds of Dedication recorded May 6, 1997 at Reception No. 97027960 and July 27, 2005 at Reception No. 2005 0061972, and also except that portion as conveyed in instrument recorded August 16, 1881 in Book T at Page 346, County of Larimer, State of Colorado; And except the South Thirty (30) feet for Larimer County Road 38 as described in Book R at Page 16 and Book R at Page 27 of the Larimer County Records; And also excepting therefrom a Parcel of land located in the Southeast quarter of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of said Southeast quarter of Section 35, 1324.70 feet to the Point of Beginning; Thence continuing along said South line of the Southeast quarter of Section 35 N 89 Degrees 40’50” W, 1203.44 feet to a point on the Northeasterly right-of-way line of the Colorado and Southern Railroad as described in Book T at Page 346 of the Larimer County records; Thence along said Northeasterly right-of-way line, N 50 Degrees 24’42” W, 156.98 feet to the West line of said Southeast quarter of Section 35; Thence N 00 Degrees 10’37” W along said West line of the Southeast quarter of Section 35, 2121.29 feet; Thence S 89 Degrees 46’32” E, 1323.40 feet; Thence S 00 Degrees 08’35” W, 2222.85 feet to the Point of Beginning, excepting therefrom a portion of Larimer County Road 38 right-of-way described in Book R at
Parcel E:

A Parcel of land located in the Southeast quarter of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of said Southeast quarter of Section 35, 1324.70 feet to the Point of Beginning; Thence continuing along said South line of the Southeast quarter of Section 35 N 89 Degrees 40’50” W, 1203.44 feet to a point on the Northeasterly right-of-way line of the Colorado and Southern Railroad as described in Book T at Page 346 of the Larimer County Records; Thence along said Northeasterly right-of-way line, N 50 Degrees 24’42” W, 156.98 feet to the West line of said Southeast quarter of Section 35; Thence N 00 Degrees 10’37” W along said West line of the Southeast quarter of Section 35, 2121.29 feet; Thence S 89 Degrees 46’32” E, 1323.40 feet; Thence S 00 Degrees 08’35” W, 2222.85 feet to the Point of Beginning, Excepting therefrom a portion of Larimer County road 38 right-of-way described in Book R at Page 16 and 27 of the Larimer County records, County of Larimer, State of Colorado.
EXHIBIT B

Preliminary Plat

[attached]
The project is located just east of Main Street in the Town of Timnath and the Cache La Poudre River. Regional trails are already adjacent to the property, and in conjunction with the Timnath Trails Plan, will ultimately traverse through the property. The project has several existing easements which will allow for connectivity to the regional trail system, as part of the overall connected open space plan for the property.

The Parkway on the west portion of the site has been depicted in this site plan and a Collector road system through the property will provide main access through the site, as well as pedestrian entries and trail opportunities. Side walls will allow pedestrian movement through the site as well as access to the open space, parks and major amenities.

The current design contains more than 20% open space, which significantly exceeds the required 12% (see land use map for open space park parcels.)
EXECUTIVE SUMMARY: The Preliminary PDO is the second step in creating a Planned Development Overlay District. This district will contain the entire Timnath Landings Subdivision, and seeks to modify some of the standards of the underlying zoning districts. These modifications are detailed on Page 5 of the Project Narrative submitted by the applicant and are listed in this staff report. Staff has worked with the owner/applicant to develop the proposed alternative in an effort to satisfy the concerns of the Town Council. Staff is recommending the conditional approval that the narrative and tables be modified to reflect the alternative proposed prior to final signatures.

The Sketch Planned Development Overlay was approved by Planning Commission on 7/7/2015. The Sketch Planned Development Overlay was tabled by Town Council on 7/14/2015 and asked the applicant to provide a map showing the exact locations of homes that will be changing the side yard setback and what those setbacks would be. On 8/25/2015 the Sketch Planned Development Overlay was approved by Town Council.

PLANNING COMMISSION ACTION ON 10/6/2015:
Planning Commission made a motion to recommend approval of the Rezoning to the Timnath Town Council on 10/6/2015. That motion passed by a vote of 3 in favor and 0 opposed with the following conditions:

- a. Revise the table and narrative to reflect the attached setback exhibit.
- b. Allow staff to continue to work with applicant to address all unresolved technical comments to the satisfaction of Town Staff and Referral Agencies.
- c. The applicant provide fencing alternatives for lots along Main Street as part of the Final PD Overlay

STAFF RECOMMENDATION: Staff recommends the approval of the Preliminary PD Overlay with conditions.

KEY POINTS/SUPPORTING INFORMATION:

Owner: Tom Marshall, CAC Timnath, LLC  
Applicant: Jim Marshall, BCX Development, LLC  
Application Type: Rezoning  
Case Number: RZ-2014-005

Legal Description/Address: Parcel(s) of land located North of Harmony Road, east of CR 5, south of CR 40, and west of the Harmony Subdivision

<table>
<thead>
<tr>
<th>Process Schedule</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-application</td>
<td>07/14/2014</td>
</tr>
<tr>
<td>Application</td>
<td>12/19/2014</td>
</tr>
</tbody>
</table>
Submitted                | 12/23/2014
---|---
**Acceptance of Application** | 12/23/2014
**Referral Agency Notification** | Referral comments were due by 1/16/2015
**Comments Issued** | 1/30/2015
**Second Submittal** | (no routing required, only Community Development had comments on first submittal)
**Second Comments issued** | 5/22/2015
**Third Submittal** | 6/19/2015
**Planning Commission** | Sketch PD Overlay - Public Hearing
**Town Council** | Sketch PD Overlay - Public Hearing (Tabled)
**Town Council** | Sketch Planned PD Overlay – Public Hearing (Approved)
**Preliminary PDO Submittal** | 7/7/2015
**Preliminary PDO Planning Commission** | 7/14/2015
**Preliminary PDO Town Council** | 8/25/2015
**Preliminary PDO Town Council** | 9/17/2015
**Preliminary PDO Town Council** | 10/6/2015
**Preliminary PDO Town Council** | 10/13/2015

**Parcel Size (Acres):** 490 +/- total acres

**Number of Lots:** Approximately 1,200-1,400 Dwelling Units as well as commercial and mixed use

**Existing Zoning:** R-2, R-3, MU, C-2  
**Existing Land Use:** Vacant/Farming  
**Proposed Zoning:** Same with a Overlay District  
**Proposed Land Use:** Single Family Residential / Mixed Use

**SERVICES:**
- **Water:** Fort Collins-Loveland Water District
- **Sewer:** South Fort Collins Sanitation District
- **Fire:** Poudre Fire Authority
- **Special Districts:** Portions are within the Timnath Development Authority Urban Renewal Area

**Adjacent Zoning/Land Uses:**

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>FA-1 Unincorporated Larimer County</td>
<td>Farming, Residential</td>
</tr>
<tr>
<td>South</td>
<td>FA-1 Unincorporated Larimer County; C-2</td>
<td>Farming; Residential; Commercial</td>
</tr>
</tbody>
</table>
There is an additional step in the PD Overlay process, the Final PD Overlay. This will be brought back to the Planning Commission and Town Council in conjunction with the Final Plat.

**REVIEW CRITERIA:**
From Section 13.3.4.N.8.b of the Land Use Code:

- Preliminary PD Development Plan Review Criteria. In addition to all of the review criteria for a sketch 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/preliminary plat:

  i. The preliminary PD development plan is substantially consistent with the sketch development plan as approved.
  
  Response: The Preliminary PD Overlay is in compliance with the approved Sketch PD Overlay by Town Council on 8/25/2015.

  ii. All sketch PD development plan conditions of approval have been adequately addressed on the preliminary PD development plan.
  
  Response: The Preliminary PD Overlay have adequately addressed the Town Council’s conditions of approval.

**RECOMMENDED MOTION:**
Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, and all criteria outlined in Section 16.3.4.N.8.b of the Timnath Municipal Code have been met, I move to recommend approval of the Timnath Landings Sketch Planned Development Overlay with the following conditions:

  a. Revise the table and narrative to reflect the attached setback exhibit.
  b. Allow staff to continue to work with applicant to address all unresolved technical comments to the satisfaction of Town Staff and Referral Agencies.
  c. The applicant provide fencing alternatives for lots along Main Street as part of the Final PD Overlay.

**ATTACHMENTS:**
1. Preliminary PD Overlay Narrative
2. Preliminary PD Overlay Plan
3. Approved Sketch PD Overlay Plan – For Reference Only
4. Sketch PD Overlay Narrative – Dated 7/1/2015 For Reference Only
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 70, SERIES 2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH APPROVING THE PRELIMINARY PLANNED DEVELOPMENT OVERLAY FOR TIMNATH LANDING SUBDIVISION, GENERALLY LOCATED EAST OF AND ADJACENT TO CR 5/MAIN STREET, AND NORTH OF AND ADJACENT TO CR 38 (HARMONY RD)

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

WHEREAS, a properly noticed public hearing was held on October 6, 2015, and the above described Sketch Planned Development Overlay was recommended for approval to the Town Council by the Town of Timnath Planning Commission; and

WHEREAS, a properly noticed public hearing with the Town Council was held on October 13, 2015 and upon hearing the statements of staff, the applicant(s) and giving consideration to the recommendations, the Town Council continued the action to a future meeting; and

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:

Section 1. Preliminary Planned Development Overlay
The Preliminary Planned Development Overlay for Timnath Landing Subdivision is approved as presented with the following conditions:

a. Revise the table and narrative to reflect the revised setbacks as presented to Council at the Public Hearing.
b. Allow staff to continue to work with applicant to address all unresolved technical comments to the satisfaction of Town Staff and Referral Agencies.
c. The applicant provide fencing alternatives for lots along Main Street as part of the Final PD Overlay

PASSED, APPROVED AND ADOPTED THIS 13 DAY OF OCTOBER, 2015.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Preliminary Planned Development Overlay

Parcel A:

A Parcel of land located in Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 35; Thence S 89 Degrees 54’07” E along the North line of said Northeast quarter of Section 35, 788.31 feet to the westerly and southerly line of a 75 feet wide right-of-way as described in Book 186, Page 60 of the Larimer County Records; Thence along said right-of-way line the following ten (10) courses:

1) S 40 Degrees 54’07” E, 117.85 feet;
2) S 08 Degrees 54’07” E, 85.80 feet;
3) S 01 Degrees 35’53” W, 103.76 feet;
4) S 20 Degrees 09’ 07” E, 114.07 feet;
5) S 40 Degrees 54’ 07” E, 108.07 feet;
6) S 44 Degrees 34’ 07” E, 111.10 feet;
7) S 74 Degrees 09’ 07” E, 113.93 feet;
8) S 86 Degrees 24’ 07” E, 108.63 feet;
9) N 79 Degrees 35’ 53” E, 107.72 feet;
10) N 70 Degrees 05’ 53” E, 101.07 feet;

Thence S 00 Degrees 00’00” E, 723.05 feet; Thence S 53 Degrees 14’54” E, 1443.05 feet to the East line of said Northeast quarter of Section 35; Thence S 00 Degrees 06’35” W along said East line, 535.02 feet to the East quarter corner of said Section 35; Thence S 00 Degrees 06’ 32” W along the East line of the Southeast quarter of said Section 35, 423.09 feet; Thence N 89 Degrees 46’32” W, 4814.63 feet; Thence N 00 Degrees 14’31” E, 42.94 feet; Thence S 89 Degrees 45’29” E, 30.00 feet; Thence N 00 Degrees 14’31” E, 300.00 feet to the North line of the Southwest quarter of said Section 35; Thence S 89 Degrees 46’32” E along said North line, 905.61 feet; Thence N 00 Degrees 13’28” E, 30.00 feet; Thence N 00 Degrees 05’50” E, 282.85 feet; Thence N 89 Degrees 54’ 10” W, 906.87 feet; Thence N 00 Degrees 02’16” E, 70.79 feet; Thence N 89 Degrees 57’ 44” W, 60.00 feet; Thence N 00 Degrees 02’16” E, 465.00 feet to the South line of a Parcel of land described at Reception No. 99073702 of the Larimer County Records; Thence S 89 Degrees 57’44” E along said South line, 987.48 feet; Thence N 00 Degrees 02’16” E along the East line of said parcel of land described at Reception No. 99073702, 1521.58 feet to the North line of the Northwest quarter of said Section 35; Thence S 89 Degrees 48’54” E along said North line, 1216.33 feet to the point of beginning, excepting therefrom a portion of Larimer County Road 40 right-of-way described in Book 1122 at Page 167 of the Larimer County Records more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 35; Thence S 89 Degrees 54’07” W along the North line of said Northeast quarter of said Section 35, 788.31 feet; Thence S 40
Degrees 54’ 07” E, 64.52 feet to the South line of Larimer County Road 40; thence along said South right-of-way line the following four (4) courses: 1) S 86 Degrees 28’27” W, 162.59 feet; 2) N 89 Degrees 37’33” W, 261.86 feet; 3) N 85 Degrees 43’33” W, 380.62 feet; 4) N 89 Degrees 49’02” W, 1243.21 feet to said East line of Reception No. 99073702; Thence N 00 Degrees 02’16” E, 30.00 feet to the North line of said Northwest quarter of Section 35; Thence S 89 degrees 48’54” E along said North line, 1216.33 feet to the Point of Beginning.

Excepting therefrom a Parcel of land located in the Southeast quarter of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of said Southeast quarter of Section 35, 2649.40 feet to the Southwest corner of said Southeast quarter of Section 35; Thence N 00 Degrees 10’37” E along the West line of said Southeast quarter of Section 35, 2220.63 feet to the Point of Beginning; Thence continuing along said West line of the Southeast quarter N 00 Degrees 10’37” E, 390.09 feet; Thence S 89 Degrees 46’32” E, 1323.17 feet; Thence S 00 Degrees 08’35” W, 390.09 feet; Thence N 89 Degrees 46’32” W, 1323.40 feet to the Point of Beginning, County of Larimer, State of Colorado.

And also except Lot 1, in Block 7, of the Town of Timnath, per Plat of record, and the vacated alleys to the North and East thereof and adjacent thereto and heretofore vacated by instruments of record, County of Larimer, State of Colorado.

Parcel B:

A Parcel of land located in the Southeast quarter of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of said Southeast quarter of Section 35, 2649.40 feet to the Southwest corner of said Southwest quarter of Section 35; Thence N 00 Degrees 10’37” E along the West line of said Southwest quarter of Section 35, 2220.63 feet to the Point of Beginning; Thence continuing along said West line of the Southwest quarter N 00 Degrees 10’37” E, 390.09 feet; Thence S 89 Degrees 46’32” E, 1323.17 feet; Thence S 00 Degrees 08’35” W, 390.09 feet; Thence N 89 Degrees 46’32” W, 1323.40 feet to the Point of Beginning, County of Larimer, State of Colorado.

Parcel C:

Lot 1, in Block 7, of the Town of Timnath, per Plat of record, and the vacated alleys to the North and East thereof and adjacent thereto and heretofore vacated by instruments of record, County of Larimer, State
Parcel D:

A Parcel of land located in the South half of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Beginning at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of the Southeast quarter of said Section 35, 2649.40 feet; to the South quarter corner of said Section 35; Thence N 89 Degrees 39’13” W along the South line of the Southwest quarter of said Section 35, 2642.40 feet to the Southwest corner of said Section 35; Thence N 00 Degrees 14’31” E along the South line of said Southwest quarter of Section 35, 780.70 feet; Thence S 89 Degrees 45’29” E, 42.00 feet; Thence N 00 Degrees 14’31” E, 910.58 feet; Thence S 89 Degrees 39’28” E, 335.84 feet; Thence N 00 Degrees 11’20” E, 131.11 feet to the Southwesterly line of a 100 foot wide railroad right-of-way as described in Book T at Page 346 of the Larimer County Records; Thence S 50 Degrees 24’42” E along said Southwesterly right-of-way line, 432.26 feet; Thence N 00 Degrees 14’31” E, 129.31 feet to the Northeasterly line of said 100 foot wide railroad right-of-way; Thence N 50 Degrees 24’42” W along said Northeasterly right-of-way line, 310.35 feet; Thence N 00 Degrees 14’31” E, 341.36 feet; Thence S 89 Degrees 46’32” E, 4814.63 feet to the East line of the Southeast quarter of said Section 35; Thence S 00 Degrees 06’32” W along said east line of the Southeast quarter of Section 35, 2225.05 feet to the Point of beginning;

Excepting therefrom that portion conveyed to the Board of County Commissioners by Quit Claim Deed recorded in Book 512 at Page 140, and also except those portions described in Deeds of Dedication recorded May 6, 1997 at Reception No. 97027960 and July 27, 2005 at Reception No. 2005 0061972, and also except that portion as conveyed in instrument recorded August 16, 1881 in Book T at Page 346, County of Larimer, State of Colorado; And except the South Thirty (30) feet for Larimer County Road 38 as described in Book R at Page 16 and Book R at Page 27 of the Larimer County Records;

And also excepting therefrom a Parcel of land located in the Southeast quarter of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of said Southeast quarter of Section 35, 1324.70 feet to the Point of Beginning; Thence continuing along said South line of the Southeast quarter of Section 35 N 89 Degrees 40’50” W, 1203.44 feet to a point on the Northeasterly right-of-way line of the Colorado and Southern Railroad as described in Book T at Page 346 of the Larimer County records; Thence along said Northeasterly right-of-way line, N 50 Degrees 24’42” W, 156.98 feet to the West line of said Southeast quarter of Section 35; Thence N 00 Degrees 10’37” W along said West line of the Southeast quarter of Section 35, 2121.29 feet; Thence S 89 Degrees 46’32” E, 1323.40 feet; Thence S 00 Degrees 08’35” W, 2222.85 feet to the Point of Beginning, excepting therefrom a portion of Larimer County Road 38 right-of-way described in Book R at
Parcel E:

A Parcel of land located in the Southeast quarter of Section 35, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Section 35; Thence N 89 Degrees 40’50” W along the South line of said Southeast quarter of Section 35, 1324.70 feet to the Point of Beginning; Thence continuing along said South line of the Southeast quarter of Section 35 N 89 Degrees 40’50” W, 1203.44 feet to a point on the Northeasterly right-of-way line of the Colorado and Southern Railroad as described in Book T at Page 346 of the Larimer County Records; Thence along said Northeasterly right-of-way line, N 50 Degrees 24’42” W, 156.98 feet to the West line of said Southeast quarter of Section 35; Thence N 00 Degrees 10’37” W along said West line of the Southeast quarter of Section 35, 2121.29 feet; Thence S 89 Degrees 46’32” E, 1323.40 feet; Thence S 00 Degrees 08’35” W, 2222.85 feet to the Point of Beginning, Excepting therefrom a portion of Larimer County road 38 right-of-way described in Book R at Page 16 and 27 of the Larimer County records, County of Larimer, State of Colorado.
EXHIBIT B

Preliminary Planned Development Overlay

[attached]
PRELIMINARY PD OVERLAY NARRATIVE

town of timnath, colorado
Town of Timnath

c/o
Matt Blakely, Kevin Koelbel, Brian Williamson
Town Planning
4800 Goodman Street,
Timnath, CO 80547
970-224-3211 Office

Re: Timnath Landing
- Preliminary PD Overlay Narrative - 9-9-2015

Dear Mr. Blakely & Town of Timnath Team,

It is my honor and pleasure to share a new chapter in the Timnath Landing project with each of you.

Please accept this narrative as the required narrative that accompanies the second stage of the PD Overlay process for the Timnath Landing Project. This submittal builds on the recently approved Initial PD Overlay, we have identified general areas within the property for various side yard setbacks consistent with the recently approved Initial PD Overlay document. In addition, and as requested, we have updated the Preliminary Plat document to reflect the setbacks as approved in the Initial PD Overlay. At this time HOA or District Maintenance documents have not been prepared for the property.

Regards,

John Prestwich
John Prestwich - RLA, PCS Group, Inc.
Timnath Landing -  
General Development Information

Design Rationale

Timnath Landing has been thoughtfully planned around the creation of a series of lakes that will provide a connection to the land, a great feature that will include parks, trails and other recreational opportunities for all residents. Timnath Landing has been planned to become a unique and vibrant neighborhood within the Town of Timnath. Numerous recreational opportunities, amenities, and a diverse housing supply will add diversity to the growing Town of Timnath. The community is planned incorporate a variety of residential options throughout the ultimate build out, as well as a mixed use component. The proposed parkway will further goals of the Town by creating a new Main Street area that compliments the existing Old Town. Multiple Neighborhood Parks, a Community Park, many Pocket Parks, and an extensive trails system will provide for countless recreational opportunities, and a series of lakes built for the development will add a very unique sense of place for residents and provide possible regional attractions. Community gardens and a recreation center, coupled with diverse housing, will provide for a vibrant community built into the existing fabric, which will complement the existing development and character, while also providing for a transition to and from Harmony Road.

Drainage and Stormwater Management:

At the Sketch Plan stage of this project we have anticipated that the majority of the required drainage and storm water management will be handled through the careful design of the lake features. The lakes are anticipated to be at three different elevations, and will likely include a pump house at the low end to facilitate the conveyance of the drainage. A full drainage report has been included with the Preliminary Plat documents.

Water Supply Information:

The development anticipates connecting to the Municipal water system.

Commercial Mineral Deposits:

We do not anticipate any commercial mineral deposits, we have provided all the required mineral property information with this submittal.

Floodplain:

A portion of the property is currently in the floodplain; however, there is currently a CLOMR being processed as part of a larger regional improvement for the Box Elder drainage that will remove the floodplain from this property.
Comprehensive Plan:

At the request of the Town of Timnath staff we have proposed a Comprehensive Plan Amendment, that Amendment has received unanimous approval from both the Planning Commission and Town Council. The purpose of the Comprehensive Plan Amendment was to bring the Comprehensive Plan into alignment with the approved Sketch Plan for the project. One of the benefits discussed with the Comprehensive Plan Amendment was a betterment of the compatibility with the adjacent neighborhoods.

Consistency with the Sketch Plan:

This PD Overlay has been prepared as a method of making possible the concepts and designs as depicted in the Sketch Plan document.

General Benefits:

The Timnath Landing development will play a significant role in bringing and extending services for the Town of Timnath, specifically this project will be designing sewer lines that will serve portions of the existing Old Town. Timnath Landing proposes a variety of recreational opportunities and natural resource enhancement/preservation. Careful consideration and planning has allowed for numerous trail connections, open space and park areas, and other amenities, which would not be possible without this proposed PD Overlay. Bicycle and pedestrian circulation has been integrated into the development of lakes, roadways, and open space areas. The project location along Harmony Road, coupled with close proximity to local commercial developments and amenities such as the Timnath Gateway Reservoir, provide unique opportunities within the Town of Timnath and overall region.

The PD Overlay will allow for the development of this uniquely themed community. The current land plan anticipates approximately 30% of the property will remain in open space as both active and passive areas. This is almost 50% more than the Code requires, but we believe that this will aid in creating a unique and desirable place to live, and will promote the character of the Town of Timnath. The land plan includes large contiguous areas of open space throughout the community, and as a result we have elected to propose a wide variety of lot sizes in order to facilitate the development of the community in a timely manner - by offering a wider range of lot sizes and house products the community can be built more quickly and the full value of the open space and park areas can be realized sooner. This also supports the Town's goal of providing a diversity of housing types. In order to provide this diversity and large amount of open space and parks we have requested modest revisions to the dimensional standards to help offset the cost of providing these amenities. These amenities will be available to all residents of the Town of Timnath. In addition we believe that this community will be compatible with the adjacent neighborhoods by providing buffers where appropriate, by providing key linkages to the Regional Trail system, and by providing park features that can be enjoyed by all residents.
Specific Request:

The specific side yard setbacks being requested for modification is shown in the diagram below. The Preliminary PD Overlay document also reflects the diagram below.
Specifically we are requesting some modifications to the dimensional requirements of the underlying zone districts to accomplish the full design of this Master Planned community. In addition to the side yard setbacks we are requesting a few other dimensional variations. In the R-2 Zone District a reduction from a 54 foot minimum lot width to a 50 foot minimum lot width, the minimum lot size in R-2 is requested to be 5,750 square feet, in the MU Zone district the request is for a minimum lot size of 4,275 square feet. These dimensional variations are listed on the Cover sheet of the Preliminary PD Overlay document.

The benefits created by allowing the modest decrease in lot size and side yard setbacks is that this Master Planned community is able to offer a significant amount of consolidated open space that is available not only to residents of Timnath Landing, but the entire community of Timnath. The lake features include trails and fishing areas that can be enjoyed by all residents of Timnath, and without the PD Overlay the residential footprint would be larger, decreasing the value of the overall open space amenities being offered by this proposal. The development team has been working with specific builders to ensure that the plan being proposed accommodates a variety of homes that will fit a variety of price points, ensuring one of the Town of Timnath’s Comprehensive Plan goals of providing a diverse housing supply. Specifically in the MU area adjacent to the residential area of Old Town Timnath we have proposed detached single family homes and a pocket park. Original plans contemplated commercial uses in those areas and through meetings with the Community we determined that Single Family detached homes of a comparable scale was the appropriate plan for this area. In order to accomplish that we have proposed lots that would allow homes of a comparable scale, in addition at the direction of Council the homes adjacent to Main Street will be required to include architectural enhancements.

Buffers:

The Timnath Landing proposal includes buffer or similar uses to the adjacent properties. Along the north edge of the property appropriate landscape buffers will be determined against County Road 40 at the time of plat, in general County Road provides a buffer to the adjacent properties. Along the eastern property boundary there is a trail corridor that ranges from 40-50 feet in width running the entire length of the property line. In addition the TROC provides an additional 160-180 foot buffer to the adjacent eastern property. The Timnath Landing sketch plan identifies significant buffers along Harmony Road for the residential portion of the property. These buffers include the south lake area, approximately 22 acres in size, and the Community Park which is over 10 acres in size. We have recently completed both a Comprehensive Plan Amendment and a Rezoning for the Timnath Landing property which redefined a significant portion of the west side of the property from High Density Residential to detached Single Family residential, which provides a significantly better transition from Old Town Timnath to the Timnath Landing Master Planned community.
Town Council Conditions:

As a part of the approval of the Sketch Plan for Timnath Landing the Town Council requested and the Timnath Landing development team agreed to 3 conditions.

1. A decorative screen wall and landscape buffer will be designed and installed for the homes adjacent to the north side of the railroad tracks.

2. The homes adjacent to the railroad tracks and along Harmony Road will be subject to Architectural enhancements - the enhancements will be identified as part of the block diversity plan required during the building permit process.

3. Architectural and landscape enhancements will be required for all development along Main Street, the landscape enhancements will be identified on the landscape plans - the architectural enhancements will be identified as part of the block diversity plan required during the building permit process.
Town of Timnath  
c/o  
Matt Blakely, Kevin Koebel, Brian Williamson  
Town Planning  
4800 Goodman Street,  
Timnath, CO 80547  
970-224-3211 Office  

Re: Timnath Landing  
- PD Overlay Narrative - 6-24-2015  

Dear Mr. Blakely & Town of Timnath Team,  

It is my honor and pleasure to share a new chapter in the Timnath Landing project with each of you.  

As you know, it takes a vision to build a legacy. It takes a tremendous amount of dedication and commitment to create experiences and meaningful places that future generations will admire and enjoy. It takes a dedicated team and people like you, who are committed, invested, and curious about what happened yesterday, what happens today, and what will happen tomorrow. In your role as community leaders, you experience the impact of planning decisions every day.  

I encourage you to imagine the possibilities of this proposal for a unique addition to the Town of Timnath. Our dedicated team strives to be inventive and to integrate history, culture and landscape in building on this property for tomorrow and beyond. We have been inspired by your goals, desires and vision for the future as defined in the current Timnath Comprehensive Plan. We believe your vision, in combination with our creative energies, has resulted in the design of a unique and vibrant community where people can connect with each other, nature, recreation, and history where they live.  

Regards,  

John Prestwich  
John Prestwich - RLA, PCS Group, Inc.
Timnath Landing -
General Development Information

Design Rationale

Timnath Landing has been thoughtfully planned around the creation of a series of lakes that will provide a connection to the land, a great feature that will include parks, trails and other recreational opportunities for all residents. Timnath Landing has been planned to become a unique and vibrant neighborhood within the Town of Timnath. Numerous recreational opportunities, amenities, and a diverse housing supply will add diversity to the growing Town of Timnath. The community is planned incorporate a variety of residential options throughout the ultimate build out, as well as a mixed use component. The proposed parkway will further goals of the Town by creating a new Main Street area that compliments the existing Old Town. Multiple Neighborhood Parks, a Community Park, many Pocket Parks, and an extensive trails system will provide for numerous recreational opportunities, and a series of lakes built for the development will add a very unique sense of place for residents and provide possible regional attractions. Community gardens and a recreation center, coupled with diverse housing, will provide for a vibrant community built into the existing fabric, which will complement the existing development and characterize while also providing for a transition to and from Harmony Road.

Drainage and Stormwater Management:

At the Sketch Plan stage of this project we have anticipated that the majority of the required drainage and storm water management will be handled through the careful design of the lake features. The lakes are anticipated to be at three different elevations, and will likely include a pump house at the low end to facilitate the conveyance of the drainage. A full drainage report has been included with the Preliminary Plat documents.

Water Supply Information:

The development anticipates connecting to the Municipal water system.

Commercial Mineral Deposits:

We do not anticipate any commercial mineral deposits, we have provided all the required mineral property information with this submittal.

Floodplain:

A portion of the property is currently in the floodplain; however, there is currently a CLOMR being processed as part of a larger regional improvement for the Box Elder drainage that will remove the floodplain from this property.
Comprehensive Plan:

At the request of the Town of Timnath staff we have proposed a Comprehensive Plan Amendment, that Amendment has received unanimous approval from both the Planning Commission and Town Council. The purpose of the Comprehensive Plan Amendment was to bring the Comprehensive Plan into alignment with the approved Sketch Plan for the project. One of the benefits discussed with the Comprehensive Plan Amendment was a betterment of the compatibility with the adjacent neighborhoods.

Consistency with the Sketch Plan:

This PD Overlay has been prepared as a method of making possible the concepts and designs as depicted in the Sketch Plan document.

General Benefits:

The Timnath Landing development will play a significant role in bringing and extending services for the Town of Timnath, specifically this project will be designing sewer lines that will serve portions of the existing Old Town. Timnath Landing proposes a variety of recreational opportunities and natural resource enhancement/preservation. Careful consideration and planning has allowed for numerous trail connections, open space and park areas, and other amenities, which would not be possible without this proposed PD Overlay. Bicycle and pedestrian circulation has been integrated into the development of lakes, roadways, and open space areas. The project location along Harmony Road, coupled with close proximity to local commercial developments and amenities such as the Timnath Gateway Reservoir, provide unique opportunities within the Town of Timnath and overall region.

The PD Overlay will allow for the development of this uniquely themed community. The current land plan anticipates approximately 30% of the property will remain in open space as both active and passive areas. This is almost 50% more than the Code requires, but we believe that this will aid in creating a unique and desirable place to live, and will promote the character of the Town of Timnath. The land plan includes large contiguous areas of open space throughout the community, and as a result we have elected to propose a wide variety of lot sizes in order to facilitate the development of the community in a timely manner - by offering a wider range of lot sizes and house products the community can be built more quickly and the full value of the open space and park areas can be realized sooner. This also supports the Town's goal of providing a diversity of housing types. In order to provide this diversity and large amount of open space and parks we have requested modest revisions to the dimensional standards to help offset the cost of providing these amenities. These amenities will be available to all residents of the Town of Timnath. In addition we believe that this community will be compatible with the adjacent neighborhoods by providing buffers where appropriate, by providing key linkages to the Regional Trail system, and by providing park features that can be enjoyed by all residents.
### Specific Request:

<table>
<thead>
<tr>
<th></th>
<th>R-2/SFD</th>
<th>TIMNATH LANDING PD EXEMPTION</th>
<th>R-3/SFA</th>
<th>TIMNATH LANDING PD EXEMPTION</th>
<th>MU</th>
<th>TIMNATH LANDING PD EXEMPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINIMUM LOT AREA PER DWELLING (SQUARE FEET, UNLESS OTHERWISE NOTED)</td>
<td>6,000²</td>
<td>5,500</td>
<td>1,800</td>
<td>NO CHANGE REQUESTED</td>
<td>4,500 (SFD)</td>
<td>1,800 (SFA, MF)</td>
</tr>
<tr>
<td>MINIMUM LOT WIDTH (TOTAL IN FEET, UNLESS OTHERWISE NOTED)</td>
<td>54</td>
<td>50</td>
<td>20</td>
<td>NO CHANGE REQUESTED</td>
<td>SUBJECT TO EACH RESIDENTIAL TYPE⁸</td>
<td>NO CHANGE REQUESTED</td>
</tr>
<tr>
<td>MINIMUM LOT FRONTAGE (FEET)</td>
<td>35</td>
<td>NO CHANGE REQUESTED</td>
<td>18 FOR TOWNHOMES 35 FOR APARTMENTS AND CONDOS</td>
<td>NO CHANGE REQUESTED</td>
<td>SUBJECT TO EACH RESIDENTIAL TYPE⁸</td>
<td>NO CHANGE REQUESTED</td>
</tr>
<tr>
<td>MAXIMUM LOT COVERAGE OF PRINCIPAL AND ACCESSORY BUILDINGS (PERCENT)</td>
<td>50%</td>
<td>NO CHANGE REQUESTED</td>
<td>N/A</td>
<td>NO CHANGE REQUESTED</td>
<td>N/A</td>
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</tr>
<tr>
<td>MINIMUM FRONT YARD SETBACK² (FEET) PRINCIPAL BUILDING</td>
<td>15</td>
<td>NO CHANGE REQUESTED</td>
<td>15</td>
<td>NO CHANGE REQUESTED</td>
<td>15</td>
<td>NO CHANGE REQUESTED</td>
</tr>
<tr>
<td>MINIMUM FRONT YARD SETBACK² (FEET) ACCESSORY BUILDING</td>
<td>55</td>
<td>NO CHANGE REQUESTED</td>
<td>45</td>
<td>NO CHANGE REQUESTED</td>
<td>45</td>
<td>NO CHANGE REQUESTED</td>
</tr>
<tr>
<td>MINIMUM SIDE YARD SETBACK (FEET)⁹ (AT END OF EACH ROW)</td>
<td>7</td>
<td>NO CHANGE REQUESTED</td>
<td>5</td>
<td>NO CHANGE REQUESTED</td>
<td>8</td>
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<tr>
<td>MINIMUM DISTANCE BETWEEN BUILDINGS (FEET)</td>
<td>10</td>
<td>NO CHANGE REQUESTED</td>
<td>10</td>
<td>NO CHANGE REQUESTED</td>
<td>6</td>
<td>NO CHANGE REQUESTED</td>
</tr>
<tr>
<td>MINIMUM REAR YARD SETBACK (FEET) PRINCIPAL BUILDING</td>
<td>20</td>
<td>NO CHANGE REQUESTED</td>
<td>20</td>
<td>NO CHANGE REQUESTED</td>
<td>20</td>
<td>NO CHANGE REQUESTED</td>
</tr>
<tr>
<td>GARAGE WITH ITS ENTRANCE FACING AN ALLEY</td>
<td>5</td>
<td>NO CHANGE REQUESTED</td>
<td>5</td>
<td>NO CHANGE REQUESTED</td>
<td>5</td>
<td>NO CHANGE REQUESTED</td>
</tr>
<tr>
<td>ACCESSORY BUILDING OR STRUCTURES</td>
<td>5</td>
<td>NO CHANGE REQUESTED</td>
<td>5</td>
<td>NO CHANGE REQUESTED</td>
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<td>NO CHANGE REQUESTED</td>
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<tr>
<td>MINIMUM FLOOR AREA PER DWELLING UNIT</td>
<td>750</td>
<td>NO CHANGE REQUESTED</td>
<td>600</td>
<td>NO CHANGE REQUESTED</td>
<td>AS SPECIFIED ON MU PLAN</td>
<td>NO CHANGE REQUESTED</td>
</tr>
<tr>
<td>MAXIMUM BUILDING HEIGHT (FEET)</td>
<td>35</td>
<td>NO CHANGE REQUESTED</td>
<td>35</td>
<td>NO CHANGE REQUESTED</td>
<td>35</td>
<td>NO CHANGE REQUESTED</td>
</tr>
</tbody>
</table>

The specific criteria being requested for modification is listed in the comparative chart above. Specifically we are requesting some modifications to the dimensional requirements of the underlying zone districts to accomplish the full design of this Master Planned community. The benefits created
by allowing the modest decrease in lot size and side yard setbacks is that this Master Planned community is able to offer a significant amount of consolidated open space that is available not only to residents of Timnath Landing, but the entire community of Timnath. The lake features include trails and fishing areas that can be enjoyed by all residents of Timnath, and without the PD Overlay the residential footprint would be larger, decreasing the value of the overall open space amenities being offered by this proposal. The development team has been working with specific builders to ensure that the plan being proposed accommodates a variety of homes that will fit a variety of price points, ensuring one of the Town of Timnath's Comprehensive Plan goals of providing a diverse housing supply. Specifically in the MU area adjacent to the residential area of Old Town Timnath we have proposed detached single family homes and a pocket park. Original plans contemplated commercial uses in those areas and through meetings with the Community we determined that Single Family detached homes of a comparable scale was the appropriate plan for this area. In order to accomplish that we have proposed lots that would allow homes of a comparable scale, in addition at the direction of Council the homes adjacent to Main Street will be required to include architectural enhancements.

There is only one area that has been rezoned to R-3 in Timnath Landing, this area has been planned for duplex/paired homes. The standards for R-3 anticipate unique development standards for Townhomes or Condominiums. We have requested one minor revision which is to allow for a 6 foot setback at the end of the paired homes instead of the current 8 feet. This request will be mitigated by the fact that there will never be more than two homes together in this area, versus a more typical Townhome of Condominium approach where it would be more likely to see many units attached together creating a much larger single building.

Buffers:

The Timnath Landing proposal includes buffer or similar uses to the adjacent properties. Along the north edge of the property appropriate landscape buffers will be determined against County Road 40 at the time of platting. General County Road provides a buffer to the adjacent properties. Along the eastern property boundary there is a trail corridor that ranges from 40-50 feet in width running the entire length of the property line. In addition the TROC provides an additional 160-180 foot buffer to the adjacent eastern property. The Timnath Landing sketch plan identifies significant buffers along Harmony Road for the residential portion of the property. These buffers include the south lake area, approximately 22 acres in size, and the Community Park which is over 10 acres in size. We have recently completed both a Comprehensive Plan Amendment and a Zoning for the Timnath Landing property which redefined a significant portion of the west side of the property from High Density Residential to detached Single Family residential, which provides a significantly better transition from Old Town Timnath to the Timnath Landing Master Planned community.
Town Council Conditions:

As a part of the approval of the Sketch Plan for Timnath Landing the Town Council requested and the Timnath Landing development team agreed to 3 conditions.

1. A decorative screen wall and landscape buffer will be designed and installed for the homes adjacent to the north side of the railroad tracks.

2. The homes adjacent to the railroad tracks and along Harmony Road will be subject to Architectural enhancements - the enhancements will be identified as part of the block diversity plan required during the building permit process.

3. Architectural and landscape enhancements will be required for all development along Main Street, the landscape enhancements will be identified on the landscape plans - the architectural enhancements will be identified as part of the block diversity plan required during the building permit process.
EXECUTIVE SUMMARY: The parties listed previously entered into an Intergovernmental Agreement ("IGA") in 2007, which was amended in July 2015. It provides for the payment of TDA collected tax increment to the Fire Department, construction of a new fire station, establishment of a temporary station until the new station is completed, and the transfer of property. After the amendment was approved on June 23, 2015 by Resolution No. 40, Series 2015, the Poudre Fire Department requested substantive changes to the payment structure, but not the overall amount of payment. Town staff is re-submitting the IGA to Town Council for further review because of these changes.

STAFF RECOMMENDATION: Staff recommends approval of this resolution.

KEY POINTS/SUPPORTING INFORMATION:
This agreement:
- Still provides for the construction of a new fire station in Timnath.
- Still provides for a temporary station, which is warranted because of the Town’s growth, until the new station is completed.
- **Substantive Modification of payment structure as follows:**
  - Upon the opening of the temporary station, the Town and TDA shall pay $425,000 of the Accumulated District Increment to the Fire Department to support the operations of said temporary station.
  - This is $95,000 more than the previously called for advance payment of $330,000 upon the opening of the temporary station.
    - In both the 2007 Agreement and July 2015 Amendment, it was the intention to pay a portion of the increment as an advance.
  - This increase in advance payment does not represent an increase in overall spending.
  - The Town and TDA will be paying to the Fire Department no more and no less than the overall increment originally called for. However, a larger portion of the overall amount will be shifted to being paid up-front, as opposed to after construction of the new fire station commences.
- **Ongoing Payments:**
  - Upon the Commencement Date, the Town and TDA shall pay to the Fire District all of...
the remaining Accumulated District Increment (minus the payment of the $425,000), to be used toward construction of Lot 8 Fire Station.
  o After the Commencement Date, the Town and TDA shall pay to the Fire District all Ongoing District Increment it receives after the Commencement Date, and shall continue to pay the Ongoing District Increment it receives provided the Lot 8 Fire Station is built and staffed. The Town and TDA shall pay the Ongoing District Increment to the Fire District after its receipt on a monthly basis on the first day of each month.

- Other Substantive Modifications:
  o Provides express right for Fire Department to use Temporary Fire Station Premises
  o Adds conditions to closing of Riverbend Property
  o Provides obligation and authority to Fire Department to provide deed of easement required as part of Riverbend Closing
  o Clarifies remedies if Fire Department Does not perform.

| ADVANTAGES: | No Increase in spending. Provides for the cooperative agreement to establish a temporary and new fire station and its ongoing operation. |
| DISADVANTAGES: | None. |
| FINANCIAL IMPACT: | This increase in advance payment does not represent an increase in overall spending. The Town and TDA will simply pay a larger portion of the overall amount paid up-front, as opposed to after the commencement of construction of the new fire station. |
| RECOMMENDED MOTION: | I move approval of Resolution No. 71, Series 2015 ratifying substantive modifications to an intergovernmental agreement among the Town of Timnath, the Timnath Development Authority, the Poudre Valley Fire Protection District and the Poudre Fire Authority. |
| ATTACHMENTS: | 1. Resolution  
  2. Agreement (clean version)  
  3. Agreement (redline version) |
A RESOLUTION RATIFYING A SUBSTANTIVE MODIFICATION TO THE PREVIOUSLY APPROVED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF TIMNATH, COLORADO, THE TIMNATH DEVELOPMENT AUTHORITY, THE POUDRE VALLEY FIRE PROTECTION DISTRICT AND THE POUDRE FIRE AUTHORITY

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 Town Council previously passed Resolution No. 40, Series 2015 on June 23, 2015, approving an Amended And Restated Intergovernmental Agreement between The Town Of Timnath, Colorado, the Timnath Development Authority, the Poudre Valley Fire Protection District and the Poudre Fire Authority (the "Agreement"); and

WHEREAS, after approval, but before execution of the original version of the Agreement, the Poudre Fire Authority requested substantive modifications to the Agreement, attached hereto as Exhibit A, and Town Staff is re-submitting the modified Agreement for further review and consideration; and

WHEREAS, the Town Council is familiar with the Agreement, as modified, 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, as modified, 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.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF TIMNATH, COLORADO,
THE TIMNATH DEVELOPMENT AUTHORITY,
THE Poudre Valley Fire Protection District AND
THE Poudre Fire Authority

This Amended and Restated Intergovernmental Agreement (the “Agreement”) is entered into as of this _____ day of ______________, 2015 (the “Effective Date”) between the Town of Timnath, Colorado (the “Town”), a Colorado home-rule municipality; the Timnath Development Authority (the “TDA”), an urban renewal authority established pursuant to the Colorado Urban Renewal Law; the Poudre Valley Fire Protection District (the “Fire District”), a Colorado fire protection district authorized pursuant to Section 32-1-101, et. seq, C.R.S.; and the Poudre Fire Authority, a separate legal authority organized pursuant to Section 29-1-203(4), C.R.S. (the “Fire Authority”).

RECITALS

1. The Fire District is a quasi-governmental corporation and political subdivision of the State of Colorado existing pursuant to § 32-1-101, et seq., C.R.S., and was organized to provide fire protection, emergency medical and rescue services (“Fire Protection Services”) to the residents and property owners within its jurisdictional boundaries.

2. The Fire Authority was formed in 1981 by intergovernmental agreement between the Fire District and the City of Fort Collins, to provide Fire Protection Services to all areas within the Fire District and the City of Fort Collins, the intergovernmental agreement having been most recently amended and restated by intergovernmental agreement dated July 15, 2014 (“Fire Authority IGA”). The Fire District and the Fire Authority may hereinafter be referred to jointly as the “Fire Department”.

3. As a Colorado home-rule municipality, the Town has the power to provide Fire Protection Services pursuant to §§31-15-601(1)(I), 31-15-201, 31-23-207, 31-23-214, 31-23-303 and 31-30-101, C.R.S.

4. On November 10, 2004, the Board of Trustees of the Town authorized the formation of the TDA with the Board serving as the Directors of the TDA. Pursuant to the Timnath Urban Renewal Plan approved by the Town Board on December 15, 2004 (the “Plan”), the TDA has received since adoption of the Plan, and will continue to receive, property tax increment collected within the Plan area, now based on 10.595 mills, as assessed above the base amount, levied by the Fire District (the “District Increment”).

5. The Town believes it to be in the best interests of the Town’s residents and visitors to provide within its municipal boundaries standardized Fire Protection Services by a single provider.
6. The Fire District has provided Fire Protection Services to the Town since 1950 and currently provides Fire Protection Services to most lands within the Town through the Fire Authority.

7. By Resolution No. 2000-F, and pursuant to § 29-22-102, C.R.S., the Town designated the Fire Department as the emergency response authority for hazardous substance incidents occurring within the corporate limits of Timnath.

8. The Town, the Fire District and the Fire Authority entered into an agreement on February 6, 2001 (the "2001 Service Agreement"), whereby the parties agreed to take the necessary steps to make the Fire District the exclusive Fire Protection Services provider for the Town; agreed that the Fire District could charge fees for its services; agreed that the Fire District would provide fire prevention services and hazardous substances response; agreed that the Fire Authority would assume the Fire District's obligations to provide Fire Protection Services; agreed that the Town would require landowners seeking annexation into the town to seek inclusion in the Fire District and the Fire District would consider inclusion of all lands legally eligible for inclusion in the Fire District; and agreed that the Town, during an annexation process, would take all actions necessary and appropriate to exclude the lands in another fire protection district and include them into the Fire District.

9. The Town and the Fire District also entered into an intergovernmental agreement dated July 20, 2005 (the "2005 IGA"), whereby the Town designated the Fire District as the fire service provider for the Town with all areas of the Town to be included in the boundaries of the Fire District. The Town agreed to require landowners who seek annexation of their lands into the Town, which lands are located within a fire protection district other than the Fire District, to concurrently petition for exclusion of the lands from the other fire protection district and inclusion of such lands into the Fire District. As to lands already within the Town which are located within a fire protection district other than the Fire District, the Town agreed to file petitions to exclude such lands from the boundaries of the other fire protection district and request, or require where possible, the owners of such excluded lands to petition for inclusion into the Fire District.

10. In 2008, the Town did not seek inclusion of a portion of the Graves Annexation into the Fire District as required by the 2001 Service Agreement and the 2005 IGA. Said portion therefore remains outside the Fire District despite its annexation to the Town, and still within the service area of the Windsor/Severance Fire Protection District. The parties acknowledge that the Town has been in ongoing negotiations with the owners of the property in the Graves Annexation in an effort to facilitate exclusion of said property from the Windsor/Severance Fire Protection District and include said property in the Fire District.

11. The Town, TDA, Fire District, and the Fire Authority, (collectively, the "Parties", or individually a "Party") entered into an Intergovernmental Agreement dated March 1, 2007 (the "2007 IGA") regarding, among other things, the construction of a new fire station within the corporate boundaries of the Town and the payment of the District Increment to the Fire District. From the inception of the TDA to the Effective Date, the TDA has accumulated and currently holds in escrow District Increment in the approximate amount of $1,908,041.05 for
the purpose of facilitating construction of a new fire station under the 2007 IGA (the "Accumulated District Increment").

12. The Town and the Fire Authority have shared facilities for many years with the Town formerly occupying facilities owned by the Fire Authority (the "Town Hall") and the Fire Department occupying an existing fire station facility owned by the Town. Pursuant to an Exchange Agreement dated February 10, 2012 (the "Exchange Agreement"), the Fire Authority transferred the Town Hall to Riverbend Ventures LLC ("Riverbend Ventures") in exchange for the conveyance of property designated as Lot 15 under the applicable preliminary plat, owned by Riverbend Ventures to the Fire Authority by Special Warranty Deed dated February 10, 2012 and recorded on February 15, 2012 at Reception # 20120010397 in the records of the Clerk and Recorder for Larimer County (the "Old Lot 15 Fire Authority Property").

13. Riverbend Ventures, the Town and the TDA entered into a "Public Improvements Agreement" dated February 10, 2012, and recorded on April 25, 2012 at Reception # 20120027087 of the Larimer County, Colorado real property records (the "Original Public Improvements Agreement") which was subsequently amended and restated in its entirety in the "Amended and Restated Public Improvements Agreement" dated October 14, 2014, and recorded on June 26, 2015 at Reception # 20150040691 of the Larimer County, Colorado records (the "Restated Public Improvements Agreement"). The Restated Public Improvements Agreement provides that the TDA will design, construct, install, and pay the cost of certain public improvements as described in Exhibit C to the Restated Public Improvements Agreement (the "Public Improvements"), which costs are to be repaid in part by the applicable property owners through lot assessments that are due on a per-lot basis upon application for the building permit for the applicable lot (however, the Fire Authority has agreed in Section 2.3 below to pay its $100,000 share of this assessment for the hereafter described Lot 8 when Lot 8 is conveyed to the Fire Authority as provided herein). Pursuant to the Restated Public Improvements Agreement, Riverbend Ventures and the Town have submitted and processed a Final Plat for the area and development which was recorded on June 23, 2015 at Reception # 20150039320 of the Larimer County, Colorado real property records (the "Plat"). The Plat includes and reconfigures the Old Lot 15 Fire Authority Property which is shown thereon, in part, as Lot 8 ("Lot 8").

14. The Restated Public Improvements Agreement contemplates the construction on Lot 8 of the new fire station contemplated in the 2007 IGA (the "Lot 8 Fire Station"), rather than the Old Lot 15 Fire Authority Property. The Fire Authority and the Fire District believe that Lot 8 is a suitable location to construct the Lot 8 Fire Station.

15. The Old Lot 15 Fire Authority Property, which is described in metes and bounds, is not configured using the same legal description as Lot 8, which is described using a lot and block description. Therefore, upon approval of the Plat and as hereafter provided, the Fire Authority will convey the Old Lot 15 Fire Authority Property to the Town or such person or entity designated by the Town in exchange for Lot 8 being conveyed to the Fire Authority.

16. The Fire Authority has completed design of the Lot 8 Fire Station, which was submitted to the Town through an application for Fire Station Conditional Use Permit, and approved by the Town Planning Commission on May 5, 2015, and approved by the Town
Council on May 12, 2015, by Resolution No. 31, Series 2015 (the “Station Design”). This design submittal shall be considered the “Approved Station Design” for purposes of this document.

17. Based upon events and circumstances occurring since the execution of the 2007 IGA, the Parties desire to restate and replace the 2007 IGA pursuant to the terms and conditions of this Agreement.

18. Pursuant to § 31-25-112(1)(d), C.R.S., a public body has the ability to enter into agreements with an urban renewal authority respecting action to be taken by the authority and public body including agreements respecting the planning or undertaking of plans, projects, programs, works, operations, or activities which such public body is otherwise empowered to undertake.

19. Pursuant to Article XIV, Section 18 of the Colorado Constitution and §29-1-203, C.R.S., the parties are authorized to enter into intergovernmental agreements for the provision of services of mutual benefit.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

Section 1.0 Conveyance of Lot 8. Upon recording of the Plat, the TDA and the Town shall work cooperatively to require the owner to transfer the newly platted Lot 8 to the Fire Authority by special warranty deed, free and clear of all liens and encumbrances, including free and clear of any and all declarations, covenants or conditions, except only those permitted exceptions listed on Exhibit A, attached hereto and incorporated herein. The Town shall be responsible for all costs associated with conveyance of Lot 8 or portions thereof, including the cost of a standard policy of title insurance to be issued to the Fire Authority in the insured amount of $400,000.00. Prior to and as a condition of receiving Lot 8, but in a simultaneous closing, the Fire Authority shall convey by special warranty deed its interest in the Old Lot 15 Fire Authority Property to such person or entity as designated by the Town and TDA. In addition, at the closing for Lot 8, the Fire Authority agrees to relinquish to Riverbend Ventures all of the Fire Authority’s right title and interest in and to the easement granted to it in that certain “Grant of Easement” dated February 10, 2012, and recorded on February 15, 2012, at Reception #20120010398 of the Larimer County, Colorado records. The Town shall be responsible for all costs associated with such conveyance of the Old Lot 15 Fire Authority Property or portions thereof, including the cost of a standard policy of title insurance to be issued to the grantee in an insured amount of $400,000.00. The Town and the Fire Authority acknowledge that one of the permitted exceptions subject to which the Fire Authority will take title to Lot 8 is the “Annexation Agreement Riverbend Project” dated December 22, 2008, and recorded on January 9, 2009, at Reception #20090011236 of the Larimer County, Colorado records (the “Annexation Agreement”). The Town agrees that in the event there is any conflict between the provisions of this Agreement and the Annexation Agreement that are enforceable
DRAFT October 7, 2015

against or impose an obligation on Lot 8 or the Fire Authority as the owner of Lot 8, that the provisions of this Agreement shall control as between the Town and the Fire Authority.

Section 2.0. Construction and Operation of the Lot 8 Fire Station.

Section 2.1. Obligation to Commence Construction. The Fire Authority agrees to commence construction of the Lot 8 Fire Station within 12 months of the satisfaction of all of the following conditions: (a) the completion of all public improvements as described in Section 2.3 of this Agreement, with the exception of the Fire Signal, which shall be completed and operational prior to occupancy of the Lot 8 Fire Station, (b) conveyance of the Old Lot 15 Fire Authority Property to the Town or its designee and conveyance of Lot 8 to the Fire Authority, (c) the provision of adequate access to Lot 8 for its intended use, including provision of an access and emergency easement across Lot 7 to provide shared access with the Town Hall and allow Fire Authority vehicles and apparatus to cross Lot 7 to reach Lot 8 as shown on the site plan for Lot 8 previously submitted to the Town, (d) the payment to the Fire District of the District Increment as required by Sections 3.2.A. and 3.2.B. of this Agreement, (e) the release of Lot 8 from the Original and Restated Public Improvements Agreements as contemplated by the second paragraph of Section 2.3, and (f) the termination and cancellation of the “Right of First Offer (Riverbend Lot 15)” recorded on February 15, 2012 at Reception #20120010402 of the Larimer County, Colorado records and of the “Fire Station Option Agreement (Lot 15 Riverbend)” recorded on February 15, 2012 at Reception #20120010403 of the Larimer County, Colorado records. For purposes of this Agreement, construction commences on the date that the Fire Authority obtains a building permit for the Lot 8 Fire Station (the “Commencement Date”).

Section 2.2. Station Design/Construction Costs. The Lot 8 Fire Station shall be designed so as to comply with the requirements of the Town’s Code, building regulations, and design requirements existing as of the Effective Date and applicable to similar structures throughout the Town. The Fire Authority shall utilize the Station Design for the construction of the Lot 8 Fire Station, through the standard Fire Authority construction procurement process. The Town will waive applicable permit fees and administrative or overhead charges except those resulting in a direct cost to the Town, such as building permit fees that are payable to the Town’s contract building plan reviewer and inspector. The Parties agree that changes in the Station Design may be required as a result of Town Code regulations which are required of any applicant. These changes will be made at the cost of the Fire Authority. Any changes to the Station Design or site plan that are not required by the Town Code or Town standards shall be made at the expense of the Party requesting the changes.

Section 2.3. Public Improvements and Fire Authority Cost Share for Lot 8. The TDA and the Town will be responsible for paying, from non-District Increment, for the installation of any and all costs associated with the Public Improvements necessary for the construction and operation of the Lot 8 Fire Station as described in the Restated Public Improvements Agreement (other than the public improvements assessment as described herein). The emergency signal and mast arms (the “Fire Signal”) listed in Exhibit C of the Restated Public Improvements Agreement shall be considered as a component of the required Public Improvements to be constructed by the TDA or Town and must include red/yellow/green lights
for traffic on both directions of Harmony Road and for traffic entering Harmony Road from the Road Right of Way (Signal Tree Drive), and must be capable of Opticom activation from responding fire apparatus. The Fire Signal must be installed prior to the Completion of Construction of the Lot 8 Fire Station. Additionally, the Town shall pay all costs associated with installing additional Opticom, as determined reasonably necessary by the Fire Authority, on newly installed traffic signals within the Town’s control and maintenance of all Opticom systems located within the Town’s control.

The Parties acknowledge that the Lot 8 Infrastructure Assessment described and set forth in Exhibit D of the Restated Public Improvements Agreement includes an increased Lot 8 Assessment amount over and above the amount associated with the Original Lot 15 Fire Authority Property under the Original Public Improvements Agreement. The Parties further agree that the Lot 8 Infrastructure Assessment is $240,671. The Town agrees that it will pay $140,671 of that amount from non-District Increment with the balance of $100,000 to be paid by the Fire Authority to the TDA upon the transfer of Lot 8 to the Fire Authority. Upon the Fire Authority’s payment of $100,000, the TDA and the Town shall deliver to the Fire Authority for recording the fully executed original of the "Release of Public Improvement Agreements" attached hereto and incorporated herein as Exhibit B, releasing Lot 8 from any and all current and future obligations under the Original and Restated Public Improvements Agreements, as these agreements now exist or are hereafter amended, but such release shall not be deemed to waive or terminate any rights or benefits the Fire Authority may have as a third party beneficiary under such agreements. In addition, the Fire Authority shall have no obligation to transfer the Old Lot 15 Fire Authority Property as contemplated in Section 1.0 until it has received such fully executed release. The Fire Authority and the Fire District shall not be subject to any other fees associated with development of Lot 8 or construction of the Lot 8 Fire Station (other than building and development fees as stated in Section 2.2), including any and all fees and charges contemplated by the Restated Public Improvements Agreement or by the Annexation Agreement.

Section 2.4. Staffing and Temporary Fire Station. The Parties agree that a staffed temporary fire station in Timnath is desirable prior to the opening and staffing of the Lot 8 Fire Station. The Town hereby grants to the Fire Authority the right to possess and use, at no charge, the Town’s real property located at 4104 Main Street, Timnath, Colorado, to be used as the temporary fire station (the “Temporary Station”). The Fire Authority may use the Temporary Station until it has the Lot 8 Fire Station in full operation. The Fire Authority agrees to begin its operation of the Temporary Station within 30 days of the Effective Date, subject to the granting of any necessary approvals by the Town for the Fire Authority to place and use the mobile home on the site of the Temporary Station. The Fire Authority hereby agrees to staff the Temporary Station upon its opening, and subsequently staff the Lot 8 Fire Station beginning immediately upon the Lot 8 Fire Station’s opening. The level of ongoing staff at the Temporary Station and the Lot 8 Fire Station shall be a management decision of the Fire Authority and subject to the Fire Authority’s discretion. The Temporary Station is anticipated to be closed within three months of the Completion of Construction of the Lot 8 Fire Station, and may be closed immediately upon the initial staffing of the Lot 8 Fire Station. However, in the event Lot 8 is not conveyed to the Fire Authority for any reason on or before June 1, 2016, the Fire Authority may, in its sole discretion, cease staffing the Temporary Station.
Section 3.0. Paymen of Tax Increment Amounts from Accumulated District Increment and Ongoing District Increment.

Section 3.1. Revenues of the TDA. Pursuant to the Plan, all of the Accumulated District Increment received by the TDA has been maintained in an escrow account from inception of the TDA to the Effective Date, and additionally the TDA will continue to receive District Increment from the Effective Date until its dissolution (“Ongoing District Increment”).

Section 3.2. Payment of Accumulated Increment for Funding Temporary Fire Station and Lot 8 Fire Station Construction.

A. Upon the opening of the Temporary Station, the Town and TDA shall pay $425,000 of the Accumulated District Increment to the Fire District to support the construction, staffing, equipping and operation of the Temporary Station.

B. Upon the Commencement Date, the Town and TDA shall pay to the Fire District all of the Accumulated District Increment remaining after payment of the $425,000 pursuant to Paragraph 3.2.A., to be used toward construction of Lot 8 Fire Station.

C. After the Commencement Date, the Town and TDA shall pay to the Fire District all Ongoing District Increment they receive after the Commencement Date and shall continue such payment of the Ongoing District Increment so received provided the Lot 8 Fire Station is built and staffed initially. The Town and TDA shall pay the Ongoing District Increment to the Fire District after its receipt on a monthly basis on the first day of each month.

Section 3.3. Use of Accumulated and Ongoing District Increment. The Fire District will convey to the Fire Authority the Accumulated and Ongoing District Increment received from the TDA, and the Fire Authority will use the Accumulated and Ongoing District Increment payments to meet its obligations under this Agreement, including but not limited to the following:

Section 3.3.1. The planning, design, and construction of the Lot 8 Fire Station, or, as provided for in Section 2.4, the establishment of the Temporary Station.

Section 3.3.2. The Fire Authority’s costs of the escalating service demands in the Plan area resulting from increased development prior to and after construction of the Lot 8 Fire Station.

Section 3.3.3. The operation, maintenance, and equipping of the Temporary Station and of the Lot 8 Fire Station once construction is complete.

Section 3.3.4. The cost of staffing the Temporary Station and Lot 8 Fire Station as described in this Agreement.
Section 3.3.5. The purchase of a new fire engine to operate from the Temporary Station or the Lot 8 Fire Station. The actual purchase date of a new fire engine will be determined by the Fire Authority based on need and the availability of funds.

Section 3.3.6. To provide Fire Protection Services to the Lot 8 Fire Station response area.

Section 3.4. Fire District's Base Property Tax. Nothing in this Agreement will alter or diminish the Fire District’s right to receive and spend as it determines appropriate its property tax assessment base amount.

Section 3.5. Sole Remedy. If the Fire Department fails to meet its obligations under this Agreement, the TDA's and the Town’s exclusive remedies shall be to cease making Ongoing District Increment payments and they shall be entitled to reimbursement of previous District Increment payments to the Fire District, except for the $425,000 to be paid pursuant to Section 3.2. A., and those funds expended in good faith by the Fire Authority for construction of the Lot 8 Fire Station prior to suspension or termination of construction. The TDA and Town must provide the Fire Department with written notice 30 days prior to ceasing its Ongoing District Increment payments.

Section 3.6. District Increment Payments Constitute an Obligation. The District Increment payments are intended to be used to offset a portion of the costs the Fire Authority will incur to plan, construct, equip, and operate the Lot 8 Fire Station. The TDA’s pledge to remit the District Increment payments constitutes a binding obligation pursuant to the Colorado Urban Renewal Law that is not subject to annual appropriation by the TDA.

Section 4.0. Entire Agreement; Terminating the 2007 IGA.

This Agreement represents the full understanding of the Parties, and supersedes any prior understanding, agreement or discussion of the Parties regarding the subject matter. This Agreement is not intended to supersede or modify the 2001 Service Agreement or the 2005 IGA. Upon its execution by all Parties, this Agreement shall replace and supersede the 2007 IGA, which shall be of no further force or effect.

Section 5.0. Force Majeure.

All deadlines set forth in Section 2.0 of this Agreement may be extended by the Fire District or the Fire Authority if reasonably necessary for delays caused by war, civil unrest, acts of God, natural disaster or other similar event, or unreasonable delays caused by the Town, the TDA, or Riverbend Ventures LLC, and its successors, assigns or grantees.

Section 6.0 Term and Annual Appropriation.

This Agreement shall become effective upon execution by all Parties. Except for the TDA’s pledge to remit District Increment payments as set forth in Section 3.0, the obligations of
any Party under this Agreement dependent upon expenditure of funds by such Party shall be conditioned upon the annual appropriation of sufficient funds therefore by the Party’s governing or funding body.

Section 7.0. Termination.

This Agreement shall terminate on December 15, 2029, unless sooner terminated as provided herein. This Agreement can also be terminated by any Party hereto giving written notice to the others prior to the Commencement Date that the Lot 8 Fire Station will not be built. Such termination shall be effective on the date of such notice. In the event of termination for this reason, all District Increment payments not already expended on or irrevocably contractually obligated by the Fire Authority for the construction, staffing, equipping, and operation of the Temporary Station and for the design, construction, and equipping of the Lot 8 Fire Station shall be reimbursed to the TDA. However, the Fire Authority shall be entitled to retain from the $425,000 paid to it under Section 3.2.A. its reasonable costs to discontinue its operation of the Temporary Station in the event of such termination. Termination of this Agreement shall not impact any other agreements among the Parties existing and still in force at the time of termination of this Agreement.

Section 8.0. Severability.

If any provision of this Agreement is held invalid or unenforceable for any reason, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 9.0. Breach and Waiver.

If any Party is in breach of its obligations hereunder, the Party claiming a breach shall provide the breaching Party with notice of the breach in writing and a reasonable opportunity to cure. In the event of failure to cure, the non-breaching Party may terminate the Agreement and seek any legal or equitable remedy against the breaching Party unless otherwise provided in this Agreement. A waiver of any Party to this Agreement of the breach of any term or provision shall not operate or be construed as a waiver of any subsequent breach by any Party.

Section 10.0. No Third Party Beneficiaries.

Any enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person or entity.

Section 11.0. Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered or sent by certified mail, return receipt requested, postage and fees prepaid, or by commercial overnight courier,
addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be given when deposited in the United States mail or with a commercial courier.

FOR THE TOWN OF TIMNATH, COLORADO
Town Manager
4800 Goodman Street
Timnath, CO 80547

FOR THE TIMNATH DEVELOPMENT AUTHORITY
4800 Goodman Street
Timnath, CO 80547

FOR THE POUDRE FIRE AUTHORITY
102 Remington Street
Fort Collins, CO 80524

FOR THE POUDRE VALLEY FIRE PROTECTION DISTRICT
President
102 Remington Street
Fort Collins, CO 80524

Section 12.0. Exhibits and Recitals.

The Recitals and the exhibits referred to in this Agreement are incorporated herein for all purposes.

Section 13.0. Additional Documents or Action.

The Parties may execute any additional documents or take any additional action reasonably necessary to carry out this Agreement.

Section 14.0. Termination of Fire Authority.

If the Amended and Restated Intergovernmental Agreement which created the Fire Authority is terminated or the Fire Authority otherwise ceases to exist, any rights or obligations of the Fire Authority or the Fire Department hereunder shall be assumed by the Fire District.

Section 15.0. Assignment.

This Agreement shall not be assigned or amended by any Party, unless in writing executed by all Parties. Any assignment of this Agreement without the other Parties’ prior written consent shall be null and void.

Section 16.0. Paragraph Headings.
The paragraph headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the meaning, scope or intent of this Agreement or of any provisions herein.

Section 17.0. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 18.0 Survival of Obligations.

All representations and all unperformed obligations of the Parties herein required shall survive the conveyances in Section 1.0 and all Parties shall remain bound by this Agreement until all of their respective obligations hereunder have been completely performed as provide herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day first above written.

TOWN OF TIMNATH, COLORADO

By: __________________________
Jill Grossman-Belisle, Mayor

ATTEST: ______________________

TIMNATH DEVELOPMENT AUTHORITY

By: __________________________
Jill Grossman-Belisle, Chair

ATTEST: ______________________

POUDRE VALLEY FIRE PROTECTION DISTRICT

By: __________________________
David Pusey, Vice Chair
POUDRE FIRE AUTHORITY

By: __________________________
    David Pusey, Chair

ATTEST: ________________________
Exhibit A
Permitted Exceptions
Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: FCC25134448-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

8. RIGHTS OF WAY FOR DITCHES AND COUNTY ROADS AS ESTABLISHED AND OR/USED.

9. ANY QUESTION, DISPUTE OR ADVERSE CLAIMS AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY NATURAL OR OTHER THAN NATURAL CAUSES, OR ALTERATION THROUGH ANY CAUSE, NATURAL OR UNNATURAL, OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF WATERS IN THE Cache LA Poudre RIVER LYING WITHIN SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED, BANK OR CHANNEL AS A LEGAL DESCRIPTION MONUMENT OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS; AND ANY RIGHTS, INTEREST OF EASEMENTS IN FAVOR OF THE RIPARIAN OWNERS, THE STATE OF COLORADO, THE UNITED STATES OF AMERICA, OR THE GENERAL PUBLIC, WHICH EXIST, HAVE EXISTED, OR ARE CLAIMED TO EXIST IN AND OVER THE WATERS AND PRESENT AND PAST BED AND BANKS OF THE Cache LA Poudre RIVER.

10. RIGHT OF WAY EASEMENT AS GRANTED TO WYCO PIPE LINE COMPANY IN INSTRUMENT RECORDED MARCH 10, 1947, IN BOOK 830 AT PAGE 265.

11. UNDIVIDED 1/4 INTEREST IN AND TO ALL OIL AND GAS AS CONVEYED IN DEED RECORDED NOVEMBER 21, 1931 IN BOOK 594 AT PAGE 370, AND ANY AND ALL INTERESTS THEREIN OR RIGHTS THEREUNDER.

12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED NOVEMBER 27, 1953 IN BOOK 962 AT PAGE 237.
Old Republic National Title Insurance Company  
Schedule B-2  
(Exceptions)  

Order Number: FCC25134448-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

13. RIGHT TO THE USE OF CERTAIN LATERALS FOR CARRYING WATER ACROSS SUBJECT PROPERTY AS DISCLOSED IN DEED RECORDED JUNE 14, 1966 IN BOOK 1331 AT PAGE 423.

14. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH IN INSTRUMENT RECORDED JULY 25, 1988 AT RECEPTION NO. 88034099.

15. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED SEPTEMBER 26, 1997 AT RECEPTION NO. 97063495.

16. RIGHT OF WAY FOR PUBLIC HIGHWAY AND CONVEYANCE OF PERMANENT SLOPE EASEMENT AS PER INSTRUMENT RECORDED NOVEMBER 17, 1997 AT RECEPTION NO. 97075700.


19. TERMS, CONDITIONS AND PROVISIONS OF CONVEYANCE OF PERMANENT SLOPE EASEMENT RECORDED JULY 06, 2005 AT RECEPTION NO. 20050055080.

20. EASEMENT GRANTED TO POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC., FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 28, 2006, UNDER RECEPTION NO. 20060022235.

21. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #42 RECORDED NOVEMBER 12, 2008 AT RECEPTION NO. 20080070313.

22. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED JANUARY 09, 2009 AT RECEPTION NO. 2009001236.

23. THOSE MATTERS SHOWN ON THE RIVERBEND ANNEXATION MAP RECORDED JANUARY 9, 2009, UNDER RECEPTION NO. 2009001237.

24. RESERVATION OF A ROAD AND UTILITY EASEMENT AS CONTAINED IN DEED RECORDED MARCH 05, 2009, UNDER RECEPTION NO. 20090013519.

25. OIL AND GAS LEASE BETWEEN D. SANFORD PORTER AND DE CLAR OIL AND GAS, INC., RECORDED JANUARY 06, 2011 UNDER RECEPTION NO. 20110001478 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

26. TERMS, CONDITIONS, PROVISIONS, RESERVATIONS AND CONVEYANCES IN MINERAL DEED RECORDED DECEMBER 09, 2011 AT RECEPTION NO. 20110076962, AND ANY AND ALL INTERESTS THEREIN OR RIGHTS THEREUNDER.

27. TERMS, CONDITIONS AND PROVISIONS OF COVENANT RECORDED DECEMBER 28, 2011 AT RECEPTION NO. 20110081454.
Old Republic National Title Insurance Company
Schedule B-2
(Exceptions)

Order Number: FCC25134448-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

28. TERMS, CONDITIONS, PROVISIONS, RESERVATIONS AND CONVEYANCES IN MINERAL DEED RECORDED DECEMBER 09, 2011 AT RECEPTION NO. 20110076966, AND ANY AND ALL INTERESTS THEREIN OR RIGHTS THEREUNDER.


33. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF FIRST OFFER RECORDED FEBRUARY 15, 2012 AT RECEPTION NO. 20120010406.

34. TERMS, CONDITIONS AND PROVISIONS OF POLICE STATION OPTION AGREEMENT RECORDED FEBRUARY 15, 2012 AT RECEPTION NO. 20120010407.

35. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF FIRST OFFER RECORDED FEBRUARY 15, 2012 AT RECEPTION NO. 20120010408.


37. TERMS, CONDITIONS AND PROVISIONS OF OPTION AGREEMENT RECORDED FEBRUARY 15, 2012 AT RECEPTION NO. 20120010410.

38. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF LOAN AGREEMENT RECORDED FEBRUARY 21, 2012 AT RECEPTION NO. 20120011189.


40. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AND RIGHT OF WAY RECORDED APRIL 25, 2012 AT RECEPTION NO. 20120027095.

41. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED FEBRUARY 13, 2013 AT RECEPTION NO. 20130011694.

42. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT SLOPE AND DRAINAGE EASEMENT AGREEMENT RECORDED FEBRUARY 13, 2013 AT RECEPTION NO. 20130011695.

43. TERMS, CONDITIONS AND PROVISIONS OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED FEBRUARY 13, 2013 AT RECEPTION NO. 20130011696.
The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

44. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDERED FEBRUARY 13, 2013 AT RECEPTION NO. 20130011697.

45. TERMS, CONDITIONS AND PROVISIONS OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED FEBRUARY 13, 2013 AT RECEPTION NO. 20130011698.

46. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED FEBRUARY 13, 2013 AT RECEPTION NO. 20130011699.

47. MATTERS SHOWN ON LAND SURVEY PLAT RECORDED FEBRUARY 14, 2013 AT RECEPTION NO. 20130012403.

48. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RIVERBEND 1ST FILING RECORDED JUNE 23, 2015 AT RECEPTION NO. 20150039320.

49. TERMS, CONDITIONS AND PROVISIONS OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED JANUARY 30, 2015 AT RECEPTION NO. 20150005535.

50. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED JULY 16, 2015 AT RECEPTION NO. 20150046003.

51. DEED OF TRUST DATED FEBRUARY 10, 2012 FROM RIVERBEND VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF LARIMER COUNTY FOR THE USE OF TIMNATH LANDS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO SECURE THE SUM OF $2,300,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED FEBRUARY 15, 2012, UNDER RECEPTION NO. 20120010395.

SUBORDINATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST RECORDED DECEMBER 13, 2012 UNDER RECEPTION NO. 20120089785.

52. DEED OF TRUST DATED DECEMBER 07, 2012 FROM TIMNATH LANDS LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF LARIMER COUNTY FOR THE USE OF GREAT WESTERN BANK TO SECURE THE SUM OF $935,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED DECEMBER 11, 2012, UNDER RECEPTION NO. 20120089159.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 11, 2012, UNDER RECEPTION NO. 20120089160.

53. DEED OF TRUST DATED DECEMBER 07, 2012 FROM TIMNATH LANDS LLC, A COLORADO LIMITED LIABILITY COMPANY AND RIVERBEND VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF LARIMER COUNTY FOR THE USE OF GREAT WESTERN BANK TO SECURE THE SUM OF $2,450,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED DECEMBER 12, 2012, UNDER RECEPTION NO. 20120089550.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 12, 2012, UNDER RECEPTION NO. 20120089551.
Exhibit B
Lot 8 Release
RELEASE OF PUBLIC IMPROVEMENT AGREEMENTS AND CLAIMS

THIS RELEASE OF PUBLIC IMPROVEMENT AGREEMENTS AND CLAIMS ("Release") is executed this 15th day of April, 2015, by the TIMNATH DEVELOPMENT AUTHORITY, an urban renewal authority established pursuant Title 31, Article 25, Part 1 of the Colorado Revised Statutes (the "TDA") with its address at 4800 Goodman Street, Timnath, CO 80547; the TOWN OF TIMNATH, COLORADO, a municipal corporation (the "Town") with its address at 4800 Goodman Street, Timnath, CO 80547; RIVERBEND VENTURES, LLC, TIMNATH LANDS, LLC, and ARBOR HOLDINGS, LLC, each of which is a Colorado limited liability company (collectively, "Riverbend Ventures") and each with the address of 2725 Rocky Mountain Avenue, Suite 400, Loveland, CO 80538; and the POUDRE FIRE AUTHORITY, a separate legal entity organized pursuant to C.R.S Section 29-1-203(4) (the "PFA") with its address at 102 Remington Street, Fort Collins, CO 80524. The TDA, the Town, Riverbend Ventures, and the PFA shall be collectively referred to as the "Parties."

WHEREAS, the Town, the TDA and Riverbend Ventures have previously entered into that certain "Public Improvements Agreement" dated February 10, 2012, and recorded on April 25, 2012, at Reception #20120027087 of the Larimer County, Colorado records, and that certain "Amended and Restated Public Improvements Agreement" dated October 14, 2014, and recorded on June 26, 2015, at Reception 201500040691 of the Larimer County, Colorado records (jointly, the "Public Improvement Agreements"); and

WHEREAS, the Public Improvement Agreements provide that the TDA will be designing, constructing, installing, and paying the cost of the "Public Improvements" described in Exhibit "C" attached to each of the Public Improvement Agreements (the "Public Improvements"); and

WHEREAS, the Public Improvement Agreements currently encumber that certain real property legally described as Lot 8 of the Riverbend 1st Filing, Town of Timnath, County of Larimer, State of Colorado ("Lot 8") and Lot 8 will be benefited and served by the Public Improvements; and

WHEREAS, under the Public Improvement Agreements Lot 8 currently has assessed against it "Lot Infrastructure Assessments" in the total amount of $240,671 (the "Lot 8 Assessment"); and

WHEREAS, Riverbend Ventures is the current fee title owner of Lot 8; and

WHEREAS, the PFA has agreed under an "Amended and Restated Intergovernmental Agreement between the Town of Timnath, Colorado, the Timnath Development Authority, the Foudre Valley Fire Protection District and the Poudre Fire Authority" dated [DATE] (the "IGA") to accept conveyance of fee title to Lot 8 from Riverbend Ventures and to build and operate a new fire station on Lot 8 to serve the Town, but subject to several conditions, including, without limitation, the following conditions: (1) that the PFA shall only be obligated under the Public Improvement Agreements to pay to the Town the total amount of $100,000 for the Lot 8 Assessment, (2) that the PFA shall be released from any and all other current and future
obligations under the Public Improvement Agreements, as these Agreements now exist or are hereafter amended, and (3) that the Town, the TDA and Riverbend Ventures acknowledge and agree that this Release shall not be deemed to waive or terminate any the PFA’s rights or benefits it has or may have as a third-party beneficiary under the Public Improvement Agreements; and

WHEREAS, the Town and TDA have agreed in the ICA to provide this Release to the Fire Authority subject to these aforesaid conditions; and

WHEREAS, Riverbend Ventures has also agreed to provide this Release subject to the aforesaid conditions provided the PFA agrees to release Riverbend Ventures from any and all claims or causes PFA may have against Riverbend Ventures arising from the TDA’s or the Town’s design, construction or installation of the Public Improvements, which release the PFA has agreed to provide.

NOW THEREFORE, for and in consideration of the Fire Authority paying to the Town the total amount of One Hundred Thousand Dollars ($100,000.00) as payment in full of the Lot 3 Assessment, together with other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Town, the TDA and Riverbend Ventures hereby release Lot 3 from any and all other current and future obligations under the Public Improvement Agreements, as the Public Improvement Agreements now exist or are hereafter amended. Notwithstanding the foregoing, the Town, the TDA and Riverbend Ventures acknowledge and agree that this Release shall not be deemed to waive or terminate any of the PFA’s rights or benefits it has or may have as a third-party beneficiary under the Public Improvement Agreements. The PFA hereby releases Riverbend Ventures and its principals, members, managers, agents, employees, predecessors and their respective heirs, personal representatives, successors and assigns (the “Released Parties”) from any and all claims and causes of action that PFA has now or may have in the future against any of the Released Parties arising from the TDA’s and/or the Town’s design, construction or installation of the Public Improvements. However, nothing herein shall be deemed a release of any claims the PFA may have now or in the future against the Town and/or the TDA arising from the design, construction or installation of the Public Improvements.

IN WITNESS WHEREOF, the Parties have executed this Release as of the day and year first above written.

TIMNATH DEVELOPMENT AUTHORITY

By: ________________________________
Gill Grossman-Belisle, Chairperson

ATTEST:
______________________________
Authority Secretary
STATE OF COLORADO  
COUNTY OF LARIMER  

The foregoing instrument was acknowledged before me this 25th day of August, 2015, by Jill Grossman-Belisle, as Chairperson of Timnath Development Authority.

Notary Public

My Commission Expires: 8-8-16

TOWN OF TIMNATH, COLORADO

By: _______________________

Jill Grossman-Belisle, Mayor

ATTEST:

Town Clerk

The foregoing instrument was acknowledged before me this 25th day of August, 2015, by Jill Grossman-Belisle, as Mayor of the Town of Timnath.

Notary Public

My Commission Expires: 8-8-16
RIVERBEND VENTURES, LLC

By: Craig Harrison, Managing Member

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was acknowledged before me this 10th day of August, 2015, by Craig Harrison, as Managing Member of Riverbend Ventures, LLC.

Notary Public

My Commission Expires: July 16, 2017

TIMNATH LANDS, LLC

By: Craig Harrison, Managing Member

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was acknowledged before me this 10th day of August, 2015, by Craig Harrison, as Managing Member of Timnath Lands, LLC.

Notary Public

My Commission Expires: July 16, 2017
STATE OF COLORADO  

COUNTY OF LARIMER  

The foregoing instrument was acknowledged before me this 10th day of August, 2015, by Craig Harrison, as Managing Member of Arbor Holdings, LLC.

Notary Public

Mary Donaldson

POUDRE FIRE AUTHORITY

By: David Pusey, Chair

ATTEST: ______________________

STATE OF COLORADO  

COUNTY OF LARIMER  

The foregoing instrument was acknowledged before me this ___ day of ____, 2015, by David Pusey, as Chair of the Poudre Fire Authority.

Notary Public

My Commission Expires: ______________
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF TIMNATH, COLORADO,
THE TIMNATH DEVELOPMENT AUTHORITY,
THE POUDRE VALLEY FIRE PROTECTION DISTRICT AND
THE POUDRE FIRE AUTHORITY

This Amended and Restated Intergovernmental Agreement (the “Agreement”) is entered into as of this ______ day of ________________, 2015 (the “Effective Date”) between the Town of Timnath, Colorado (the “Town”), a Colorado home-rule municipality; the Timnath Development Authority (the “TDA”), an urban renewal authority established pursuant to the Colorado Urban Renewal Law; the Poudre Valley Fire Protection District (the “Fire District”), a Colorado fire protection district authorized pursuant to Section 32-1-101, et. seq, C.R.S.; and the Poudre Fire Authority, a separate legal authority organized pursuant to Section 29-1-203(4), C.R.S. (the “Fire Authority”).

RECITALS

1. The Fire District is a quasi-governmental corporation and political subdivision of the State of Colorado existing pursuant to § 32-1-101, et seq., C.R.S., and was organized to provide fire protection, emergency medical and rescue services (“Fire Protection Services”) to the residents and property owners within its jurisdictional boundaries.

2. The Fire Authority was formed in 1981 by intergovernmental agreement between the Fire District and the City of Fort Collins, to provide Fire Protection Services to all areas within the Fire District and the City of Fort Collins, the intergovernmental agreement having been most recently amended and restated by intergovernmental agreement dated July 15, 2014 (“Fire Authority IGA”). The Fire District and the Fire Authority may hereinafter be referred to jointly as the “Fire Department”.

3. As a Colorado home-rule municipality, the Town has the power to provide fire protection, emergency medical and rescue services pursuant to §§31-15-601(1)(1), 31-15-201, 31-23-207, 31-23-214, 31-23-303 and 31-30-101, C.R.S.

4. On November 10, 2004, the Board of Trustees of the Town authorized the formation of the TDA with the Board serving as the Directors of the TDA. Pursuant to the Timnath Urban Renewal Plan approved by the Town Board on December 15, 2004 (the “Plan”), the TDA has received since adoption of the Plan, and will continue to receive, property tax increment collected within the Plan area, now based on 10.595 mills, as assessed above the base amount, levied by the Fire District (the “District Increment”).

5. The Town believes it to be in the best interests of the Town’s residents and visitors to provide within its municipal boundaries standardized Fire Protection Services by a single provider.
6. The Fire District has provided Fire Protection Services to the Town since 1950 and currently provides Fire Protection Services to most lands within the Town through the Fire Authority.

7. By Resolution No. 2000-F, and pursuant to § 29-22-102, C.R.S., the Town designated the Fire Department as the emergency response authority for hazardous substance incidents occurring within the corporate limits of Timnath.

8. The Town, the Fire District and the Fire Authority entered into an agreement on February 6, 2001 (the “2001 Service Agreement”), whereby the parties agreed to take the necessary steps to make the Fire District the exclusive Fire Protection Services provider for the Town; agreed that the Fire District could charge fees for its services; agreed that the Fire District would provide fire prevention services and hazardous substances response; agreed that the Fire Authority would assume the Fire District’s obligations to provide Fire Protection Services; agreed that the Town would require landowners seeking annexation into the town to seek inclusion in the Fire District and the Fire District would consider inclusion of all lands legally eligible for inclusion in the Fire District; and agreed that the Town, during an annexation process, would take all actions necessary and appropriate to exclude the lands in another fire protection district and include them into the Fire District.

9. The Town and the Fire District also entered into an intergovernmental agreement dated July 20, 2005 (the “2005 IGA”), whereby the Town designated the Fire District as the fire service provider for the Town with all areas of the Town to be included in the boundaries of the Fire District. The Town agreed to require landowners who seek annexation of their lands into the Town, which lands are located within a fire protection district other than the Fire District, to concurrently petition for exclusion of the lands from the other fire protection district and inclusion of such lands into the Fire District. As to lands already within the Town which are located within a fire protection district other than the Fire District, the Town agreed to file petitions to exclude such lands from the boundaries of the other fire protection district and request, or require where possible, the owners of such excluded lands to petition for inclusion into the Fire District.

10. In 2008, the Town did not seek inclusion of a portion of the Graves Annexation into the Fire District as required by the 2001 Service Agreement and the 2005 IGA. Said portion therefore remains outside the Fire District despite its annexation to the Town, and still within the service area of the Windsor/Severance Fire Protection District. The parties acknowledge that the Town has been in ongoing negotiations with the owners of the property in the Graves Annexation in an effort to facilitate exclusion of said property from the Windsor/Severance Fire Protection District and include said property in the Fire District.

11. The Town, TDA, Fire District, and the Fire Authority, (collectively, the “Parties”, or individually a “Party”) entered into an Intergovernmental Agreement dated March 1, 2007 (the “2007 IGA”) regarding, among other things, the construction of a new fire station within the corporate boundaries of the Town and the payment of the District Increment to the Fire District. From the inception of the TDA to the Effective Date, the TDA has accumulated and currently holds in escrow District Increment in the approximate amount of
$1,908,041.05 for the purpose of facilitating construction of a new fire station under the 2007 IGA (the “Accumulated District Increment”).

12. The Town and the Fire Authority have shared facilities for many years with the Town formerly occupying facilities owned by the Fire Authority (the “Town Hall”) and the Fire Department occupying an existing fire station facility owned by the Town. Pursuant to an Exchange Agreement dated February 10, 2012 (the “Exchange Agreement”), the Fire Authority transferred the Town Hall to Riverbend Ventures LLC (“Riverbend Ventures”) in exchange for the conveyance of property designated as Lot 15 under the applicable preliminary plat, owned by Riverbend Ventures to the Fire Authority by Special Warranty Deed dated February 10, 2012 and recorded on February 15, 2012 at Reception Number # 20120010397 in the records of the Clerk and Recorder for Larimer County (the “Old Lot 15 Fire Authority Property”).

13. Riverbend Ventures, the Town and the TDA entered into a “Public Improvements Agreement” dated February 10, 2012, and recorded on April 25, 2012 at Reception # 20120027087 of the Larimer County, Colorado real property records (the “Original Public Improvements Agreement”) which was subsequently amended and restated in its entirety in the “Amended and Restated Public Improvements Agreement” dated October 14, 2014, and recorded on [DATE]June 26, 2015 at Reception # 20150040691 of the Larimer County, Colorado records (the “Restated Public Improvements Agreement”). The Restated Public Improvements Agreement provides that the TDA will design, construct, install, and pay the cost of certain public improvements as described in Exhibit C to the Restated Public Improvements Agreement (the “Public Improvements”), which costs are to be repaid in part by the applicable property owners through lot assessments that are due on a per-lot basis upon application for the building permit for the applicable lot. (however, the Fire Authority has agreed in Section 2.3 below to pay its $100,000 share of this assessment for the hereafter described Lot 8 when Lot 8 is conveyed to the Fire Authority as provided herein). Pursuant to the Restated Public Improvements Agreement, Riverbend Ventures and the Town have agreed to submit and process a Preliminary Plat and Final Plat for the area and development conceptually shown as Exhibit B to the Restated Public Improvements Agreement which was recorded on June 23, 2015 at Reception # 20150039320 of the Larimer County, Colorado real property records (the “Plat”). The Plat includes and reconfigures the Old Lot 15 Fire Authority Property which is shown thereon, in part, as Lot 8 (“Lot 8”). The Fire Authority has not previously agreed to the Plat or the reconfiguration of the Old Lot 15 Fire Authority Property.

14. The Restated Public Improvements Agreement contemplates the construction on Lot 8 of the new fire station contemplated in the 2007 IGA (the “Lot 8 Fire Station”), rather than the previously identified “Old Lot 15” Fire Authority Property. The Fire Authority and the Fire District believe that Lot 8 is a suitable location to construct the Lot 8 Fire Station.

15. The Old Lot 15 Fire Authority Property, which is described in metes and bounds, is not configured using the same legal description as Lot 8, which is described using a lot and block description. Therefore, upon approval of the Plat and as hereafter provided, the Fire Authority will convey the Old Lot 15 Fire Authority Property to the Town or such person or entity designated by the Town in exchange for Lot 8 being conveyed to the Fire Authority.
16. The Fire Authority has completed design of the Lot 8 Fire Station, which was submitted to the Town through an application for Fire Station Conditional Use Permit, and approved by the Town Planning Commission on May 5, 2015, and approved by the Town Council on May 12, 2015, by Resolution No. 31, Series 2015 (the “Station Design”). This design submittal shall be considered the “Approved Station Design” for purposes of this document.

17. Based upon events and circumstances occurring since the execution of the 2007 IGA, the Parties desire to restate and replace the 2007 IGA pursuant to the terms and conditions of this Agreement.

18. Pursuant to § 31-25-112(1)(d), C.R.S., a public body has the ability to enter into agreements with an urban renewal authority respecting action to be taken by the authority and public body including agreements respecting the planning or undertaking of plans, projects, programs, works, operations, or activities which such public body is otherwise empowered to undertake.

19. Pursuant to Article XIV, Section 18 of the Colorado Constitution and §29-1-203, C.R.S., the parties are authorized to enter into intergovernmental agreements for the provision of services of mutual benefit.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

Section 1.0 Conveyance of Lot 8. Upon recording of the Plat, the TDA and the Town shall work cooperatively to require the owner to transfer the newly platted Lot 8 to the Fire Authority by general warranty deed, free and clear of all liens and encumbrances, including free and clear of any and all declarations, covenants or conditions, except only those permitted exceptions listed on Exhibit A, attached hereto and incorporated herein. The Town shall be responsible for all costs associated with conveyance of Lot 8 or portions thereof, including the cost of a standard policy of title insurance to be issued to the Fire Authority in the insured amount of $400,000.00, with standard exceptions deleted. Prior to and as a condition of receiving Lot 8, but in a simultaneous closing, the Fire Authority shall convey by general warranty deed its interest in the Old Lot 15 Fire Authority Property to such person or entity as designated by the Town and TDA. The Town shall be responsible for all costs associated with conveyance of the Old Lot 15 Fire Authority Property or portions thereof, including the cost of a standard policy of title insurance to be issued to the grantee in an insured amount of $400,000.00. The Town and the Fire Authority acknowledge that one of the permitted exceptions subject to which the Fire Authority will take
title to Lot 8 is the “Annexation Agreement Riverbend Project” dated December 22, 2008, and recorded on January 9, 2009, at Reception #20090001236 of the Larimer County, Colorado records (the “Annexation Agreement”). The Town agrees that in the event there is any conflict between the provisions of this Agreement and the Annexation Agreement that are enforceable against or impose an obligation on Lot 8 or the Fire Authority as the owner of Lot 8, that the provisions of this Agreement shall control as between the Town and the Fire Authority.

Section 2.0. Construction and Operation of the Lot 8 Fire Station

Section 2.1. Obligation to Commence Construction. The Fire Authority agrees to commence construction of the Lot 8 Fire Station within 12 months of the satisfaction of all of the following conditions: (a) the completion of all public improvements as described in Section 2.43 of this Agreement, with the exception of the Fire Signal, which shall be completed and operational prior to occupancy of the Lot 8 Fire Station, (b) the filing of a final plat by Riverbend Ventures acceptable to the Fire Authority and the plat’s acceptance by the Town for property that includes the Old Lot 15 Fire Authority Property and which plats Lot 8, (c) recording of the plat, (d) conveyance of the Old Lot 15 Fire Authority Property to the Town or its designee and conveyance of Lot 8 to the Fire Authority, (e) the provision of adequate access to Lot 8 for its intended use, including provision of an access and emergency easement across Lot 7 to provide shared access with the Town Hall and allow Fire Authority vehicles and apparatus to cross Lot 7 to reach Lot 8 as shown on the site plan for Lot 8 previously submitted to the Town, (f) the payment to the Fire District of the District Increment as required by Section 3.2.A. and 3.2.B. of this Agreement, and (g) the release of Lot 8 from the Original and Restated Public Improvements Agreements as contemplated by the second paragraph of Section 2.3., and (i) the termination and cancellation of the “Right of First Offer (Riverbend Lot 15)” recorded on February 15, 2012 at Reception #20120010402 of the Larimer County, Colorado records and of the “Fire Station Option Agreement (Lot 15 Riverbend)” recorded on February 15, 2012 at Reception #20120010403 of the Larimer County, Colorado records. For purposes of this Agreement, construction commences on the date that the Fire Authority obtains a building permit for the Lot 8 Fire Station (the “Commencement Date”).

Section 2.2. Station Design/Construction Costs. The Lot 8 Fire Station shall be designed so as to comply with the requirements of the Town’s Code, building regulations, and design requirements existing as of the Effective Date and applicable to similar structures throughout the Town. The Fire Authority shall utilize the Station Design for the construction of the Lot 8 Fire Station, through the standard Fire Authority construction procurement process. The Town will waive applicable permit fees and administrative or overhead charges except those resulting in a direct cost to the Town, such as building permit fees that are payable to the Town’s contract building plan reviewer and inspector. The Parties agree that changes in the Station Design may be required as a result of Town Code regulations which are required of any applicant. These changes will be made at the cost of the Fire Authority. Any changes to the Station Design or site plan that are not required by the Town Code or Town standards shall be made at the expense of the entity requesting the changes.
Section 2.3. Public Improvements and Fire Authority Cost Share for Lot 8. The TDA and the Town will be responsible for paying, from non-District Increment, for the installation of any and all costs associated with the Public Improvements necessary for the construction and operation of the Lot 8 Fire Station as described in the Restated Public Improvements Agreement (other than the public improvements assessment as described herein). The emergency signal and mast arms (the “Fire Signal”) listed in Exhibit C of the Restated Public Improvements Agreement shall be considered as a component of the required Public Improvements to be constructed by the TDA or Town and must include red/yellow/green lights for traffic on both directions of Harmony Road and for traffic entering Harmony Road from the Road Right of Way (Signal Tree Drive), and must be capable of Opticom activation from responding fire apparatus. The Fire Signal must be installed prior to the Completion of Construction of the Lot 8 Fire Station. Additionally, the Town shall pay all costs associated with installing additional Opticom, as determined reasonably necessary by the Fire Authority, on newly installed traffic signals within the Town’s control and maintenance of all Opticom systems located within the Town’s control.

The Parties acknowledge that the Lot 8 Infrastructure Assessment described and set forth in Exhibit D of the Restated Public Improvements Agreement includes an increased Lot 8 Assessment amount over and above the amount associated with the Original Lot 15 Fire Authority Property under the Original Public Improvements Agreement. The Parties further agree that the Lot 8 Infrastructure Assessment is $240,671. The Town agrees that it will pay $140,671 of that amount from non-District Increment with the balance of $100,000 to be paid by the Fire Authority to the TDA upon the transfer of Lot 8 to the Fire Authority. Upon the Fire Authority’s payment of $100,000, the TDA and the Town shall deliver to the Fire Authority for recording the fully executed original of the "Release of Public Improvement Agreements” attached hereto and incorporated herein as Exhibit B, releasing Lot 8 from any and all current and future obligations under the Original and Restated Public Improvements Agreements, as these agreements now exist or are hereafter amended, but such release shall not be deemed to waive or terminate any rights or benefits the Fire Authority may have as a third party beneficiary under such agreements. In addition, the Fire Authority shall have no obligation to transfer the Old Lot 15 Fire Authority Property as contemplated in Section 1.0 until it has received such fully executed release. The Fire Authority and the Fire District shall not be subject to any other fees associated with development of Lot 8 or construction of the Lot 8 Fire Station (other than building and development fees as stated in Section 2.2), including any and all fees and charges contemplated by the Restated Public Improvements Agreement or by the Annexation Agreement.

Section 2.4. Staffing and Temporary Fire Station. The Parties agree that a staffed temporary fire station in Timnath is desirable prior to the opening and staffing of the Lot 8 Fire Station. The Town hereby grants to the Fire Authority the right to possess and use, at no charge, the Town’s real property located at 4104 Main Street, Timnath, Colorado, to be used as the temporary fire station (the “Temporary Station”). The Fire Authority may use the Temporary Station until it has the Lot 8 Fire Station in full operation. The Fire Authority agrees to begin its operation of the Temporary Station within 30 days of the Effective Date, subject to the availability of a suitable site, its acquisition by the Fire Authority, and the granting of any necessary approvals by the Town.
use the mobile home on the site of the Temporary Station. The Fire Authority hereby agrees also to staff the temporary fire station Temporary Station upon its opening, and subsequently staff the Lot 8 Fire Station beginning immediately upon the Lot 8 Fire Station’s opening. The level of ongoing staff at the temporary fire station Temporary Station and the Lot 8 Fire Station shall be a management decision of the Fire Authority and subject to the Fire Authority’s discretion. The temporary fire station Temporary Station is anticipated to be closed within three months of the Completion of Construction of the Lot 8 Fire Station, and may be closed immediately upon the initial staffing of the Lot 8 Fire Station. However, in the event Lot 8 is not conveyed to the Fire Authority for any reason on or before June 1, 2016, the Fire Authority may, in its sole discretion, cease staffing the Temporary Station.

Section 3.0. Payment of Tax Increment Amounts from Accumulated District Increment and Ongoing District Increment.

Section 3.1. Revenues of the TDA. Pursuant to the Plan, all of the Accumulated District Increment received by the TDA has been maintained in an escrow account from inception of the TDA to the Effective Date, and additionally the TDA will continue to receive District Increment from the Effective Date until its dissolution (“Ongoing District Increment”).

Section 3.2. Payment of Accumulated Increment for Funding Temporary Fire Station and Lot 8 Fire Station Construction.

A. Upon the opening of the temporary station Temporary Station, the Town and TDA shall pay $320,425,000 of the Accumulated District Increment to the Fire District to support the operations, construction, staffing, equipping and operation of said temporary station the Temporary Station.

B. Upon the Commencement Date, the Town and TDA shall pay to the Fire District all of the Accumulated District Increment remaining after payment of the $320,425,000 pursuant to Paragraph 3.2. to be used toward construction of Lot 8 Fire Station.

C. After the Commencement Date, the Town and TDA shall pay to the Fire District all Ongoing District Increment they receive after the Commencement Date and shall continue such payment of the Ongoing District Increment so received provided the Lot 8 Fire Station is built and staffed initially. The Town and TDA shall pay the Ongoing District Increment to the Fire District after its receipt on a monthly basis on the first day of each month.

Section 3.3. Use of Accumulated and Ongoing District Increment. The Fire District will convey to the Fire Authority the Accumulated and Ongoing District Increment received from the TDA, and the Fire Authority will use the Accumulated and Ongoing District Increment payments to meet its obligations under this Agreement, including but not limited to the following:
Section 3.3.1. The planning, design, and construction of the Lot 8 Fire Station, or, as provided for in Section 2.54, the establishment of a temporary station, the Temporary Station.

Section 3.3.2. The Fire Authority’s costs of the escalating service demands in the Plan area resulting from increased development prior to and after construction of the Lot 8 Fire Station.

Section 3.3.3. The operation, maintenance, and equipping of the temporary fire station, Temporary Station, and of the Lot 8 Fire Station once construction is complete.

Section 3.3.4. The cost of staffing the temporary fire station, Temporary Station, and Lot 8 Fire Station as described in this Agreement.

Section 3.3.5. The purchase of a new fire engine to operate from the temporary fire station, Temporary Station, or the Lot 8 Fire Station. The actual purchase date of a new fire engine will be determined by the Fire Authority based on need and the availability of funds.

Section 3.3.6. To provide service, Fire Protection Services, to the Lot 8 Fire Station response area.

Section 3.4. Fire District’s Base Property Tax. Nothing in this Agreement will alter or diminish the Fire District’s right to receive and spend as it determines appropriate its property tax assessment base amount.

Section 3.5. Sole Remedy. If the Fire Department fails to meet its obligations under this Agreement, the TDA’s and the Town’s exclusive remedies shall be to cease making Ongoing District Increment payments. Additionally, if the Fire Authority fails to construct the Lot 8 Fire Station in accordance with this Agreement, the Town’s and the TDA’s obligation to make payments of Accumulated District Increment payments shall cease and the Town or the TDA and they shall be entitled to reimbursement of previous District Increment payments to the Fire District, except those in excess of $330 for the $425,000 to be paid pursuant to Section 3.2. A., and those funds expended in good faith by the Fire Authority for construction of the Lot 8 Fire Station prior to suspension or termination of construction. The TDA and Town must provide prior written notice to the Fire Department to avoid making Ongoing District Increment payments.

Section 3.6. District Increment Payments Constitute an Obligation. The District Increment payments are intended to be used to offset a portion of the costs the Fire Authority will incur to plan, construct, equip, and operate the Lot 8 Fire Station. The TDA’s pledge to remit the District Increment payments constitutes a binding obligation pursuant to the Colorado Urban Renewal Law that is not subject to annual appropriation by the TDA.

Section 4.0. Entire Agreement; Terminating the 2007 IGA.
This Agreement represents the full understanding of the Parties, and supersedes any prior understanding, agreement or discussion of the Parties regarding the subject matter. This Agreement is not intended to supersede or modify the 2001 Service Agreement or the 2005 IGA. Upon its execution by all Parties, this Agreement shall replace and supersede the 2007 IGA, which shall be of no further force or effect.

Section 5.0. Force Majeure.

All deadlines set forth in Section 2.0 of this Agreement may be extended by the Fire District or the Fire Authority if reasonably necessary for delays caused by war, civil unrest, acts of God, natural disaster or other similar event, or unreasonable delays caused by the Town, the TDA, or Riverbend Ventures LLC, and its successors, assigns or grantees.

Section 6.0 Term and Annual Appropriation.

This Agreement shall become effective upon execution by all Parties. Except for the TDA’s pledge to remit District Increment payments as set forth in Section 3.0, any obligation of any Party under this Agreement dependent upon expenditure of funds by such Party shall be conditioned upon and to the extent of the annual appropriation of sufficient funds therefore by the Party’s governing or funding body. If this Agreement is terminated by any Party for non-appropriation, no Party shall have any further obligation hereunder.

Section 7.0. Termination.

This Agreement shall terminate on December 15, 2029, unless sooner terminated as provided herein. This Agreement can also be terminated by any Party hereto giving written notice to the others prior to the Commencement Date that the Lot 8 Fire Station will not be built. Such termination shall be effective on the date of such notice. In the event of termination for this reason, all District Increment payments not already expended on or irrevocably contractually obligated by the Fire Authority for the construction, staffing, equipping, and operation of the Temporary Station and for the design, construction, and equipping of the Lot 8 Fire Station shall be reimbursed to the TDA. However, the Fire Authority shall be entitled to retain from the $425,000 paid to it under Section 3.2.A. its reasonable costs to discontinue its operation of the Temporary Station in the event of such termination. Termination of this Agreement shall not impact any other agreements among the Parties existing and still in force at the time of termination of this Agreement.

Section 8.0. Severability.

If any provision of this Agreement is held invalid or unenforceable for any reason, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 9.0. Breach and Waiver.
If any Party is in breach of its obligations hereunder, the Party claiming a breach shall provide the breaching Party with notice of the breach in writing and a reasonable opportunity to cure. In the event of failure to cure, the non-breaching Party may terminate the Agreement and seek any legal or equitable remedy against the breaching Party unless otherwise provided in this Agreement. A waiver of any Party to this Agreement of the breach of any term or provision shall not operate or be construed as a waiver of any subsequent breach by any Party.

Section 10.0. No Third Party Beneficiaries.

Any enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person or entity.

Section 11.0. Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered or sent by certified mail, return receipt requested, postage and fees prepaid, or by commercial overnight courier, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be given when deposited in the United States mail or with a commercial courier.

FOR THE TOWN OF TIMNATH, COLORADO
Town Manager
4800 Goodman Street
Timnath, CO 80547

FOR THE TIMNATH DEVELOPMENT AUTHORITY
4800 Goodman Street
Timnath, CO 80547

FOR THE Poudre FIRE AUTHORITY
102 Remington Street
Fort Collins, CO 80524

FOR THE POUDRE VALLEY FIRE PROTECTION DISTRICT
President
102 Remington Street
Fort Collins, CO 80524

Section 12.0. Exhibits and Recitals.

The Recitals and any exhibits referred to in this Agreement are incorporated herein for all purposes.
Section 13.0. Additional Documents or Action.

The Parties may execute any additional documents or take any additional action reasonably necessary to carry out this Agreement.

Section 14.0. Termination of Fire Authority.

If the Amended and Restated Intergovernmental Agreement which created the Fire Authority is terminated or the Fire Authority otherwise ceases to exist, any rights or obligations of the Fire Authority or the Fire Department hereunder shall be assumed by the Fire District.

Section 15.0. Assignment.

This Agreement shall not be assigned or amended by any Party, unless in writing executed by all Parties. Any assignment of this Agreement without the other Parties’ prior written consent shall be null and void.

Section 16.0. Paragraph Headings.

The paragraph headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the meaning, scope or intent of this Agreement or of any provisions herein.

Section 17.0. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
Section 18.0  Survival of Obligations.

All representations and all unperformed obligations of the Parties herein required shall survive the conveyances in Section 1.0 and all Parties shall remain bound by this Agreement until all of their respective obligations hereunder have been completely performed as provided herein.

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

TOWN OF TIMNATH, COLORADO

By: Jill Grossman-Belisle, Mayor

ATTEST:_______________

TIMNATH DEVELOPMENT AUTHORITY

By: Jill Grossman-Belisle, Chair

ATTEST:_______________

POUDRE VALLEY FIRE PROTECTION DISTRICT

By: David Pusey, Vice Chair

ATTEST:_______________

POUDRE FIRE AUTHORITY
By:__________________________
David Pusey, Chair

ATTEST:_______________
Exhibit A
Permitted Exceptions
Exhibit B
Lot 8 Release
TIMNATH TOWN COUNCIL COMMUNICATION

| Meeting Date:          | Item: A Resolution Approving Renewal of an Engagement Letter with March, Olive & Pharris, LLC for Municipal Judge Services | Ordinance □  
|                       |                                                                                                               | Resolution ✓  
|                       |                                                                                                               | Discussion □  
|                       |                                                                                                               | For Information □  

Presented by: Robert Rogers  
Town Attorney

**EXECUTIVE SUMMARY:** This Resolution would approve renewal of an engagement letter with March, Olive & Pharris, LLC for Municipal Judge Services for the Town of Timnath. The Timnath Charter calls for renewal of the municipal judge contract every two years. This firm has provided Contract Municipal Judge services for the last two years.

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

**KEY POINTS/SUPPORTING INFORMATION:**

- Renews engagement of March, Olive & Pharris, LLC as Contract Municipal Judge.
- Town Charter (Section 8.3.1) calls for renewal of this contract every two years.
- The engagement letter is identical to the previous engagement letter.

**ADVANTAGES:** The town is familiar with this firm’s services and has had a good working relationship with the firm.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** None.

**RECOMMENDED MOTION:** I move approval of Resolution No. 72, Series 2015 Approving Renewal of an Engagement Letter with March, Olive & Pharris, LLC for Municipal Judge Services.

**ATTACHMENTS:**

1. Resolution  
2. Engagement Letter
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 72, SERIES 2015

A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH MARCH, OLIVE & PHARRIS, LLC FOR MUNICIPAL JUDGE SERVICES

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 engagement letter between March, Olive & Pharris, LLC and the Town (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.


TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
October 2, 2015

Town of Timnath
Attn: Milissa Peters, CMC
Town Clerk/Court Clerk
4800 Goodman Street
Timnath, CO 80547

Re: Scope of Representation and Fees

Dear Ms. Peters:

The purpose of this letter is to set forth our mutual understanding of the nature and scope of March, Olive & Pharris, LLCs legal representation of you and the fees for such representation.

We will do our utmost to serve you effectively. Obviously, we cannot guarantee success, but we will strive to represent your interests professionally and efficiently. While certain attorneys may have primary responsibility for your case, other attorneys and office staff may be utilized both to draw on additional expertise and to provide support. It is our policy to assign and delegate responsibilities based upon the degree of expertise and experience required. For many years, our office has used paralegal support to provide more cost-efficient services. Paralegals are skilled non-lawyers who work under the direct supervision of an attorney. Our office’s attorneys, paralegals and staff are bound to keep matters confidential by the code of professional conduct. Be aware that our paralegals and staff are not attorneys and will not give legal advice or operate independently of supervising attorneys.

Billings for the majority of the work which we perform are based upon the amount of time expended in conjunction with a project, multiplied by the hourly rate of the attorney or staff member providing services. Unless we have made other arrangements or are providing services on a flat-fee or contingent basis, the hourly rates for attorneys providing services are as follows:

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<thead>
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<th>Name</th>
<th>Rate</th>
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<tbody>
<tr>
<td>J. Brad March</td>
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<td>Stewart W. Olive</td>
<td>$250/150</td>
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<td>John W. Pharris</td>
<td>$250</td>
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</tbody>
</table>
In the past when providing services, we have also billed for routine costs, including long distance phone calls, photocopying, postage and faxed documents. Because we believe that our hourly rates should cover these routine costs, we will not bill you for them. Extraordinary costs such as large copying projects (normally done out of the office), computerized legal research, courier or express mail services, substantial mailings (in excess of $20.00), travel costs, deposition costs and copies, preparation costs for exhibits, advertising costs and court or other filing fees will continue to be accounted and billed for separately.

In some instances we may charge an initial retainer. Retainers are paid as an advance to ensure payment of fees and costs. If this is required, we will let you know the amount at the time you sign this engagement letter. Unless otherwise agreed, monthly bills will be paid out of the retainer and you will be responsible for replenishing the amount of the retainer upon receipt of your bill. If an extraordinary amount of work or substantial costs are expected, or you have failed to make payments in the past, it is possible that an additional retainer may be requested.

Our office provides monthly billing statements, and payment of those statements is expected within 20 days after the statement has been mailed. We reserve the right to charge interest at the rate of 18% per annum for balances not paid within 30 days of the billing date. Statements provided will attempt to detail the work performed on a daily basis. If you have any questions related to the work performed or regarding any charges, please do not hesitate to contact the attorney who performed the work.

We reserve the right to withdraw as counsel for any reason, including failure to pay monthly billing statements or reasons consistent with the Colorado Rules of Professional Responsibility applicable to all attorneys practicing law in this state. Likewise, you also have the right to terminate representation at any time and for any reason. The practices of the attorneys in our firm have always been based upon highly valued relationships with our clients. If for any reason we feel it necessary to terminate an attorney-client relationship, we would first contact you to explain the basis of our decision. Likewise, if you have any concern regarding the services which we have provided and wish to terminate the relationship, we would appreciate the opportunity to discuss your concerns. Obviously, there are some cases where an inability to represent a client is not controllable, such as instances in which conflicts of interest may arise. In the event of termination, we will immediately account to you for any amounts due and will promptly refund any retainers, and would likewise expect prompt payment for any outstanding invoices.

We hope the foregoing provisions of this engagement letter answer any questions you may have concerning the terms and conditions of our legal representation of you. If you find these terms and conditions acceptable, please sign and date this letter. If you have any questions regarding this letter or a future bill, please do not hesitate to call us.
On a personal note, I am very pleased that you have selected our firm to represent you. We look forward to serving you.

Very truly yours,

MARCH, OLIVE & PHARRIS, LLC

By: [Signature]

Stewart W. Olive

c: Client File

---------------------

ACKNOWLEDGMENT AND ACCEPTANCE

The undersigned has read and understands the foregoing and hereby accepts and agrees to the terms and conditions set forth herein concerning the engagement of March, Olive & Pharris, LLC, for the performance of legal services.

Town of Timnath

By: [Signature]

Milissa Peters, Town Clerk
### EXECUTIVE SUMMARY

The Town Council had approved fireworks for the reservoir for the 2015 budget. Unfortunately, scheduling of these programs requires significant lead time and staff was unable to secure fireworks services for 2015. We have secured Angel Light Pyrotechnics for 2016 show at a cost of $43,000. One-half will be due upon signing of the contract. A video of their City of Denver show can be seen at: [https://www.youtube.com/watch?v=c7lMPw7yhfU&index=73&list=PLD3908CABF1C670B0](https://www.youtube.com/watch?v=c7lMPw7yhfU&index=73&list=PLD3908CABF1C670B0). The pyrotechnics begin at time stamp 2:25.

As a side note, the Poudre Fire Authority staff worked very successfully with this company frequently.

### STAFF RECOMMENDATION

Staff recommends approval of this resolution.

### KEY POINTS/SUPPORTING INFORMATION

Approval of this contract will secure a date for fireworks program at Timnath Reservoir in 2016.

### ADVANTAGES

In a continuing effort to build on events for the Town, this will be a first fireworks event.

### DISADVANTAGES

None.

### FINANCIAL IMPACT

$50,000 was budgeted for 2015. Although there was no show in 2015, $21,500 of this budget will be used to secure the date and contract.

### RECOMMENDED MOTION

I move approval of Resolution No. 73, Series 2015 entitled “A Resolution Approving A Contract With Angel Light Pyrotechnics”.

### ATTACHMENTS

1. Resolution
2. Contract
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 73, SERIES 2015

A RESOLUTION APPROVING A CONTRACT WITH ANGEL LIGHT PYROTECHNICS

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 a contract with Angel Light Pyrotechnics to provide fireworks services for 2016; 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. In addition the Town Manager is authorized to issue a check for $21,500 as a deposit to secure the date for the contract.


TOWN OF TIMNATH, COLORADO

_________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
Contract
Valid for year 2016 show only

Contracted Parties:

Angel Light Pyrotechnics, LLC
&
Town of Timnath

Re: Fireworks Display for Independence Day
July 4th 2016, Rain Date: July 5th 2016

Angel Light Pyrotechnics, LLC (further known as A.L.P.) is licensed for business by the U.S. Department of Justice, Bureau of Alcohol Tobacco Firearms and Explosives and the State of Colorado for fireworks displays and special effects. A.L.P. shall:

• ALP will acquire permits and inspections needed for the fireworks show only. Excluding “Special Events” permits for the event.

• Set up and fire all display fireworks and special effects for the show.

• Provide insurance and co-insure Town of Timnath and property owners.

• Provide labor, assistance and consultation to perform work in compliance with published, applicable Federal, State Local Laws, Codes and Regulations.

• Have final determination as to the safe firing of any and all pyrotechnic and firework devices.

• Provide equipment and devices necessary or required to complete the Display.

• Perform “Dud hunt(s)” for unexploded fireworks immediately after the show and the following morning after night shows.

• Clean up of major fireworks debris, 3 inches and larger, on the entire fallout area. (Small debris, 3 inches and smaller, will be the sponsors’ responsibility.)
**Town of Timnath (further know as the Sponsor) shall:**

- Provide the payment of all fees for permits, labor, products, insurance and other fees related to the firing of the display in the form of a $21,500.00 deposit **in advance** due at the signing of the contract to reserve the date, and a final $21,500.00 show fee due immediately after each completed show, or a total of $43,000.00 may be paid in advance.

- Sponsor shall agree to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to arrange for any bonds as required by law in the Sponsor’s community when necessary, and agree to furnish necessary police, fire, and Sponsor’s protection, for proper crowd control, auto parking, and proper supervision in cleaning of debris or any pyrotechnic material which remains at the site of the display after a display has taken place.

- Provide contact information for any event personnel for fire watch, crowd control, security, set up, and area access, including keys, for 3 day set up, tear down and dud hunts.

- Provide parking arrangements for pyro crew.

- Provide a temporary crowd control barrier at the position determined by A.L.P. The crowd line needs to be established for 2-3 days if possible but at minimum 3 hours prior to show time. At no time will general public be allowed within 100 feet of the set up when explosives are present. This may require 2 crowd lines if there are other events nearby.

- Provide overnight security when explosives are present the night of July 3rd.

- Arrange to mow area or pre burn around discharge site measuring approximately 350’ radius from the point determined by A.L.P. in order to remove dry ground cover.

- Provide permission letter from land owners of launch location if other than Timnath. ALP can provide letter template.

- Know in the case of a cancellation of the show by the sponsor, after the contract is signed, for reasons other than those listed below, the sponsor agrees to pay A.L.P. 40% of the total display price.
Circumstances, affecting the planning or performance of the display that are beyond the control of the Sponsor and/or A.L.P.

(A.L.P. reserves the right to cancel or postpone this contract due to overseas fireworks importation problems and/or fireworks industry supply shortages causing a lack in A.L.P. inventory.)

(Circumstances include severe weather at our Warehouse location in all below scenarios.)

1) Weather delay. If extreme rain or other inclement weather described in paragraph 2 should delay the set up of the display, the start of the display may be delayed by the same amount of time or more. **A.L.P. can still fire the display in light rain or snow if needed.**

2) Display date weather cancellation, before the display has been set up. Should inclement weather (extreme rain, hail, extreme snow, ice, fog, cold -15 F or lower, high winds, lightning, or dry conditions creating a significant fire danger, or other extreme conditions or severe weather) cause the Authority Having Jurisdiction or the lead pyrotechnician for A.L.P. to cancel the display before A.L.P. begins set up; the sponsor will have 11 months from the date of this contract to reschedule the display for no additional fees, including insurance. If the display is rescheduled for a date after 11 months, a fee of 15% of the total display price will be added. Should the Sponsor not wish to reschedule the display, the Sponsor agrees to pay A.L.P. 30% of the total display price specified in this document.

3) Display date weather cancellation, after the display has been set up. Should inclement weather as described in paragraph 2 cause either the Authority Having Jurisdiction or the lead pyrotechnician for A.L.P. to cancel the display, A.L.P. will attempt to fire the display on the following day for an additional fee of $300 per day, including insurance transfer. Should the sponsor wish the display to be performed on a date more than two days after the original display date (thus causing A.L.P. to remove its equipment from the site and set up again on the alternate date), the Sponsor agrees to pay A.L.P. an additional fee of 20% of the total display price specified in this document for the added labor and transportation expense. Should the Sponsor not wish to reschedule the display, the Sponsor agrees to pay A.L.P. 40% of the total display price specified in this document.

4) Display date weather cancellation after the display has begun. Should inclement weather as described in paragraph 2 cause either the Authority Having Jurisdiction or the lead pyrotechnician for A.L.P. to cancel the display after the show has begun, the Sponsor agrees to pay A.L.P. the total display cost specified in this document, including any unpaid balance thereof. A.L.P. will carry over an equal amount of the remaining fireworks product to the Sponsor’s next contract for a comparable event with A.L.P.
NOTICE AND DISCLAIMER

In every show there is an uncertain amount of unfired product (or duds). A.L.P. has no quality control on the manufacture of imported product. If severe weather is encountered while the show is set up there also may be a delay in the shoot time and up to a 20% shot count loss due to weather damage, which is considered a circumstance out of our control. A.L.P. does its best to purchase, build and protect reliable and high quality product and takes great care in firing the product safely and completely. We don't like taking fireworks back to the shop. :)

The contracted party agrees to contact A.L.P. immediately if any “dud” is found. (They look like burnt baseballs/softballs) A.L.P. can then determine and perform proper and safe handling of that product.

Urgent Calls 970-215-6496.

The contracted party is hereby notified that all firework shows and the product used in the shows may have a risk to life and property. The risk is significantly increased if not handled properly by qualified professionals.

A.L.P. reserves the right to postpone or cancel a show due to inadequate fire protection due to the absence or low participation of the Fire Department or Authority Having Jurisdiction (A.H.J.), rendering the display unsafe or high risk. Refer to page 3 for scenarios.

A.L.P. reserves the right to video and photo our set up and all of our effects during all performances for liability, advertising and research reasons.

A.L.P. reserves the right to postpone or cancel a show due to adverse weather conditions, which are determined by the A.H.J. and A.L.P. Rain dates will then be discussed. Refer to page 3 for scenarios.

In the event of an accident the contracted parties agree to relieve Angel Light Pyrotechnics LLC. (A.L.P.), it’s owners, it's employees, it's volunteers, and it's suppliers, from any and all liability associated with the planning, set up, and use of fireworks and special effects.
This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.

The undersigned agree to and will abide to all pages and provisions of this contract.

Angel Light Pyrotechnics, LLC: Larry Darrington, Jr.

Date: 10-02-15

Representative of Timnath

Date:
TOWN COUNCIL COMMUNICATION

Meeting Date: October 13, 2015
Presented by: Matt Blakely
Town Planner

Item: Resolution No. 74, Series 2015, A Resolution Approving the Agreement with McCauley Constructors, Inc. for the Town of Timnath Community Park

EXECUTIVE SUMMARY:
- Agreement between the Town and McCauley Constructors, Inc. to complete the Timnath Community Park improvements.
- Base Bid in the amount of $2,650,213.16.
- Add Alternates in the amount of $48,829.00. Alternates include finishing the pavilion with stone column wraps, stone façade, and cupola.
- Total Bid in the amount of $2,699,042.16.
- Approved budget for 2015 of $1,200,000 and anticipated budget for 2016 of $1,800,000.
- Budget numbers also include design and construction administration time, water/sewer service tap, and electrical service.

The Town of Timnath is prepared to make improvements to the Community Park located east of Summerfield Parkway and south of Great Western Railroad Tracks. The improvements include the installation of parking, electrical/lighting, grading and drainage, landscaping, restroom building, playground equipment, shelter, and irrigation as per the contract documents. The project will span the 2015 and 2016 budget years and therefore the total amount of the project will be split between 2015 and 2016.

STAFF RECOMMENDATION: Staff recommends that Council award the contract with McCauley Constructors, Inc. to complete the Community Park improvements.

KEY POINTS/SUPPORTING INFORMATION:

The Town published the bid for the project utilizing the Rocky Mountain E-purchasing system on September 8, 2015. Bids were received, opened, and read aloud by the Town on October 13, 2015 at 3pm. The Town received five bids for the project. The following is a breakdown of the base bid results from lowest to highest of the bids received:

1. McCauley Constructors, Inc. - $2,650,213.16
2. Taylor Kohrs - $2,798,675.00
3. DS Constructors - $2,936,350.00
4. GTC - $2,972,700.00
5. Bosco Constructors - $3,024,090.00

The low bid was submitted by McCauley Constructors, Inc. Their bid met all the necessary requirements as stipulated in the contract documents.

ADVANTAGES:
- Awarding this contract will commence the construction of the community park improvements.
- Provide much needed park amenities to the citizens of Timnath.
<table>
<thead>
<tr>
<th>DISADVANTAGES:</th>
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<tbody>
<tr>
<td>• Additional maintenance</td>
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<tr>
<th>FINANCIAL IMPACT:</th>
</tr>
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<tbody>
<tr>
<td>• This is a budgeted item. 2015 budget amount is $1,200,000 and 2016 anticipated budget amount of $1,800,000 for a total budget amount of $3,000,000.</td>
</tr>
<tr>
<td>• The bid amount is $2,650,213.16 plus $48,829.00 for the add alternates for a total of $2,699,042.16.</td>
</tr>
<tr>
<td>• The budget amount includes design, construction administration, water/sewer service tap, and electrical service.</td>
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<tr>
<th>RECOMMENDED MOTION:</th>
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<tbody>
<tr>
<td>• I move to approve Resolution No. 74, Series 2015 approving the Agreement with McCauley Constructors, Inc. for the Town of Timnath Community Park.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Resolution</td>
</tr>
<tr>
<td>2. Agreement</td>
</tr>
<tr>
<td>3. Town Council Purchase Authorization</td>
</tr>
</tbody>
</table>
Town Council Purchase Authorization

Date: October 13, 2015
Vendor: McCauley Constructors, Inc.
Department: Community Development
Project: Town of Timnath Community Park

Description: Improvements to the Community Park located east of Summerfield Parkway and south of Great Western Railroad Tracks. The improvements include the installation of parking, electrical/lighting, grading and drainage, landscaping, restroom building, playground equipment, shelter, and irrigation as per the contract documents.

Is this purchase more than $25,000  __X__ Yes  ____No
Is this the purchase of Real Estate or Land  ____Yes  __X__ No
Is this the purchase of Public Art  ____Yes  __X__ No
Is this a budget request for a purchase that will exceed the approved budget  ____Yes  __X__ No

Advantages:• Awarding this contract will commence the construction of the community park improvements.
• Provide much needed park amenities to the citizens of Timnath.

Disadvantages:
• Additional maintenance

<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>
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</thead>
<tbody>
<tr>
<td>Town of Timnath Community Park</td>
<td>$3,000,000</td>
<td>$2,818,130.60</td>
<td>$0</td>
<td>$2,699,042.16</td>
<td>$119,088.44</td>
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</tbody>
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Financial Impact:
• This is a budgeted item. 2015 budget amount is $1,200,000 and 2016 anticipated budget amount of $1,800,000 for a total budget amount of $3,000,000.
• The bid amount is $2,650,213.16 plus $48,829.00 for the add alternates for a total of $2,699,042.16.

Recommendation/Justification:
Recommend approval to complete the Timnath Community Park.

[Signatures and dates]
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 Agreement between the Town of Timnath and McCauley Constructors, Inc. (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.


TOWN OF TIMNATH, COLORADO

____________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

____________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

AGREEMENT
AGREEMENT

This agreement is dated as of the 13th day of October, 2015 by and between:

Town of Timnath (hereinafter called Owner) and

McCauley Constructors, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: Town of Timnath Community Park

ARTICLE 2. ENGINEER

The project has been designed by TST, Inc. Consulting Engineers who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be substantially completed by 5/1/2016 or within 180 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by 6/1/2016 or within 270 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars ($500.00) for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the work is substantially complete.

3.3 After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred dollars ($500.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.
ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows: two million, six hundred ninety-nine thousand, forty-two dollars and sixteen cents. $2,699,042.16.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment as recommended by Engineer, on or about the 10th day of each month following the month that the Engineer received and processed the application during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

Ninety-five percent (95%) of work completed.

Ninety-five percent (95%) of materials and equipment not incorporated in the work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

5.1.2 Upon Substantial Completion in an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Contract Price, less such amounts as Engineer shall determine or Owner may withhold in accordance with paragraph 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 14 of the General Conditions shall bear interest at a rate not exceeding 12.0 percent per annum.

ARTICLE 7. CONTRACTOR’S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:
7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to reply.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the work consist of the following:

8.1 This Agreement (pages 1 to 6, inclusive).

8.2 Performance and Labor and Material Payment Bond.

8.3 Notice of Award.

8.4 General Conditions (pages 1 to 62, inclusive).

8.5 Supplementary Conditions (pages 1 to 9, inclusive).
8.6 Drawings, consisting of a cover sheet and sheets numbered 1 through 8 inclusive with each sheet bearing the following general title: Harmony Median Landscape Improvements.

8.7 Contractor’s Bid.

8.8 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS

1. The Contractor shall not:

   (A) Knowingly employ or contract with an illegal alien who will perform work under the public contract for services; or

   (B) 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 who is newly hired to perform work under the public contract for services.

2. 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 employment verification program established pursuant to C.R.S. 8-17.5-102(5) ("the Department Program") or 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 ("the E-verify Program")
3. The Contractor shall use either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

4. The Contractor shall, within twenty days after hiring an employee who is newly hired for employment to perform work under the public contract, 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. 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 Owner.

5. If the Contractor obtains actual knowledge that a Subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

   (A) Notify the Subcontractor and the Owner within three 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 days of receiving the notice required pursuant to paragraph 4(A) 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 days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Contract shall comply with any reasonable request by the Colorado Department of Labor and Employment (“the Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. 8-17.5-102(5)(a).

7. If a Contractor violates a provision of the public contract for services required pursuant to paragraphs 1-5, the Owner may terminate the contract for breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner.
ARTICLE 11. OTHER PROVISIONS

In witness whereof, the parties hereto have signed this Agreement in triplicate. One counter part each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on ______________________, 2015.

Owner: Town of Timnath

By: ______________________________

Contractor: McCauley Constructors, Inc.

By: ______________________________

(CORPORATE SEAL)             (CORPORATE SEAL)

Attest: _________________________

Attest: _________________________

Address for giving notices
Town of Timnath
4800 Goodman St.
Timnath, CO 80547

Address for giving notices
McCauley Constructors, Inc.
650 Innovation Circle
Windsor, CO 80550

License No. ______________________
**EXECUTIVE SUMMARY:**

**Purpose of Transportation Plan Update**

Transportation is a critical component of community planning, and we need to be proactive about transportation as the pace of growth and development increases. The Transportation Plan provides guidance on how to strategically plan and accommodate this expected growth. The plan updates the Town’s previous Transportation Plan (adopted in 2005), and complements both the Comprehensive Plan and the PROST Plan.

The plan addresses all modes of transportation and is intended to accommodate projected growth through 2040. It contains guidance to assist staff and policy makers in reviewing development proposals and implementing transportation improvements. The plan includes a list of projects that would be necessary to realize Timnath’s transportation goals. It is intended that the plan be flexible enough to accommodate future revisions and adjustments as development conditions dictate.

**Overview of Planning Process**

The transportation planning process began in December 2014 and involved a number of specific tasks, coordination, and public involvement over an eight month period. The transportation goals, objectives, and action steps established in Timnath’s Comprehensive Plan (2013) were used as a starting point to develop the policy framework. New or modified goals were created and upon adoption of this Plan, they will supersede the Comprehensive Plan’s transportation goals and objectives.

An inventory of the existing transportation system and areas of deficiencies were documented so that immediate needs could be identified. Current and projected socioeconomic data were obtained and used to confirm the assumptions used in the travel demand model. The travel demand model was then used to project future traffic and identify future needs. A list of short-term, mid-term, and long-term needs was developed that will serve as the basis for the Town’s Capital Improvement Plan (CIP), and street standards were established.

**Community Involvement**

An essential part of the transportation planning process was public participation. The project team solicited input from the community throughout the planning process and at two key milestones. An open house was held at the Town Hall on March 26, 2015, where citizens were given an opportunity to review existing conditions and provide their input on transportation needs and concerns. Approximately 20 citizens attended the open house event. The public could also provide their thoughts by filling out the project survey, either at a public meeting or online. The survey received
over 60 responses at the public meeting and online.

A second open house was held at the Town Hall on July 20, 2015. This open house focused on the implementation strategy and action plan. The intent of this open house was to gain input from the community about the way in which projects have been prioritized. Approximately 10 citizens were in attendance.

**Town Council and Planning Commission Workshops**
Two joint workshops were held with the Planning Commission and the Town Council; the first workshop was held on April 13, 2015 and was focused on setting the policy framework for the transportation plan. The planning team presented draft recommendations to the Planning Commission and Town Council in a joint workshop on June 30, 2015.

At the second workshop, the Town Council asked the planning team to do additional evaluation of east-west roadway improvement alternatives aimed at relieving congestion on Harmony Road. The additional evaluation and findings are included in Appendix B of the Transportation Plan. In summary, the east-west roadway improvements (extension of Kechter Road, a south beltway, and/or an interchange at I-25/Kechter Road) are not expected to relieve future congestion on Harmony Road enough to justify the associated costs and impacts, and are therefore not included in the recommendations.

**Master Plan Highlights and Recommendations**
Chapter 5 of the Transportation Plan documents the long range plan for streets (Figure 24), bicycle and pedestrian (Figures 37 and 38) and transit (page 59). Chapter 6 (Implementation Strategy) includes listings of the projects and associated costs needed to realize the long range modal plans. The projects have been divided into four time frames (short term, mid-term, long term and beyond 2040) based on the anticipated timing needs, as shown in Figures 39 – 42. The Action Plan (beginning on page 70) includes a list of actions the Town should consider taking to ensure that the needed local and regional transportation improvements are funded.

**PLANNING COMMISSION ACTION:** On September 1, 2015 the Timnath Planning Commission recommended approval of the Timnath Transportation Plan to the Town Council by a vote of 5-0 in favor with no conditions.

**STAFF RECOMMENDATION:** Staff recommends approval of the Timnath Transportation Plan.

**ADVANTAGES:**
- The Transportation Plan as updated reflects the Town’s current and future growth.
- The updated Transportation Plan provides a roadmap for the Town’s future transportation needs.
- It is a guiding document for Town Staff, Planning Commission, Town Council, and developers.
- Updates an outdated Plan document.

**DISADVANTAGES:**
- None
**FINANCIAL IMPACT:**
- There are short, mid, and long term projects identified in the Transportation Plan that have been coordinated with the Capital Improvements Plan.

**RECOMMENDED MOTION:**
- I move to approve Resolution No. 75, Series 2015 approving

**ATTACHMENTS:**
1. Resolution
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 75, SERIES 2015

A RESOLUTION APPROVING THE TOWN OF TIMNATH TRANSPORTATION PLAN

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, public notice has been posted that the Planning Commission will be considering the Town of Timnath Transportation Plan at a Public Hearing at the September 1, 2015 meeting; and

WHEREAS, the Planning Commission of the Town of Timnath has conducted a public hearing on September 1, 2015 and has recommended approval of the Town of Timnath Transportation Plan to the Town Council by passing vote of 5-0; and

WHEREAS, public notice has been posted that the Town Council of the Town of Timnath will be considering the Town of Timnath Transportation Plan at a Public Hearing at the October 13, 2015 meeting; and

WHEREAS, the Town Council of the Town of Timnath has determined it is in the best interest of the citizens and the Town of Timnath to adopt the Town of Timnath Transportation Plan.

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

Section 1. Approval
The Town of Timnath Transportation Plan 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.

TOWN OF TIMNATH, COLORADO

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Town of Timnath Transportation Master Plan
TIMNATH TRANSPORTATION PLAN

Prepared for:
Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547

Prepared by:
Felsburg Holt & Ullevig
6300 South Syracuse Way, Suite 600
Centennial, Colorado 80111
303-721-1440

Project Manager:
Jenny Young, PE, AICP

Project Planners:
Kelly Leadbetter, AICP
Shea Suski

FHU Reference No. 114312-01

August 2015
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1. Introduction

The Town of Timnath is a community of approximately 3,000 residents. The Town, founded in 1882, has remained an agriculture and farming community for decades. Since 2008, many communities in northern Colorado have been experiencing rapid growth, and Timnath is no exception. Timnath has experienced significant population growth in recent years and was the fastest growing community in Colorado in 2013.

Timnath is proximate to Fort Collins, on the east side of I-25. In 2004, the size of the Town increased considerably with the annexation of more than 2,000 acres of land. These annexations extended the Town boundaries eastward to the Larimer-Weld county line and south past Larimer County Road (LCR) 36. Later annexations extended the Town boundaries northward toward State Highway (SH) 14. Transportation will largely influence the way in which Timnath will continue to grow and develop.

Purpose

Transportation is a critical component of community planning, and Timnath recognizes the need to be proactive about transportation as the pace of growth and development increases. This Transportation Plan, therefore, will provide guidance on how to strategically plan and accommodate this expected growth. This plan updates the Town’s previous Transportation Plan, which was adopted in 2005.

The plan addresses all modes of transportation and is intended to accommodate projected growth through 2040. This plan contains guidance to assist staff and policy makers in reviewing development proposals and implementing transportation improvements. The plan includes a list of projects that would be necessary to realize Timnath’s transportation goals. It is intended that this plan be flexible enough to accommodate future revisions and adjustments as development conditions dictate.

Study Area

The Timnath Comprehensive Plan (2013) identifies the Town limits, as well as a Growth Management Area (GMA). The GMA represents those areas beyond the Town limits that can reasonably be expected to annex into the Town as growth continues. The study area for this Plan, therefore, is the GMA limits, including the expanded GMA area to the north.

Approach

The development of this Transportation Plan involved a number of specific tasks, coordination, and public involvement. The transportation goals, objectives, and action steps established in Timnath’s Comprehensive Plan (2013) were used as a starting point to develop the policy framework. New or modified goals were created and upon adoption of this Plan, they will supersede the Comprehensive Plan’s transportation goals and objectives. An inventory of the existing transportation system and areas of deficiencies were then documented so that immediate needs could be identified. Current and projected socioeconomic data were obtained and used to confirm the assumptions used in the travel demand model. The travel demand model was then used to project future traffic and identify future needs. A list of short-term, mid-term, and long-term needs was developed that will serve as the basis for the Town’s Capital Improvement Plan (CIP), and street standards were established. Figure 1 shows the sequence of the major work items included in the transportation planning process.
Public Involvement

An essential part of the transportation planning process is public participation. The project team solicited input from the community throughout the life of the project and at two key milestones. An open house was held at the Town Hall on March 26, 2015, where citizens were given an opportunity to review existing conditions and provide their input on transportation needs and concerns. Approximately 20 citizens attended the open house event.

A second open house was held at the Town Hall on July 20, 2015. This open house focused on the implementation strategy and action plan. The intent of this open house was to gain input from the community about the way in which projects have been prioritized. Approximately 10 citizens were in attendance.

The public could also provide their thoughts by filling out the project survey, either at a public meeting or online. The survey received over 60 responses at the public meeting and online. The results from three key questions included in the questionnaire are provided below. Appendix A includes a summary of the comments received.
On a scale of 1 to 5, with 1 being best, how would you rate the ease of traveling in and around Timnath?

Opinions on the ease of travel by bike in Timnath are primarily negative, with about 54 percent of respondents rating the ease of travel as low or very low, while about 19 percent responded positively. Travel by foot fared slightly better, with 46 percent responding negatively and 26 percent responding positively. Only 23 percent felt travel by car was not easy to do, while over 75 percent of respondents rated the ease positively or neutral.

Figure 2. Ease of Travel by Mode
On a scale of 1 to 5, with 1 being the highest priority, how would you prioritize transportation improvements needed in Timnath?

When prioritizing transportation improvements, a large majority of respondents gave a higher priority to new or improved sidewalks/trails, new or improved biking facilities, and road widening—each with over 75 percent of respondents giving a 1 or a 2 rating. Most respondents approved of constructing the new parkway (65 percent higher priority vs. only 13 percent as a lower priority), while improving safety and railroad crossings also received support as a higher priority. Few felt it was important to improve vanpool service or add bus service, though nearly 25 percent of respondents rated such improvements with medium prioritization. Desire for additional traffic signals was mixed, though a majority placed a lower priority on this improvement.

Figure 3. Traffic Improvements
Overall, how satisfied are you with Timnath’s existing transportation network?

Opinions were generally evenly split between satisfied, neutral, and somewhat unsatisfied (26 percent, 26 percent, and 27 percent, respectively). Nearly 17 percent were very unsatisfied, while only 4 percent of respondents were very satisfied.

![Satisfaction with Transportation Network](image)

**Figure 4. Satisfaction with Transportation Network**

**Relevant Plans**

Local and regional agencies have completed several planning plans and studies in the Timnath area in recent years. Each plan, as listed below, has been used to varying degrees in the development of the Transportation Plan.

**Timnath Comprehensive Plan**

Timnath’s Comprehensive Plan was completed in 2013. The Comprehensive Plan is a representation of what stakeholders envision their Town to look like in the near-term and long-term future. The Plan is used to guide decision-making by the Town’s Planning Commission and Town Council. The Plan provides goals, objectives, and action items that will guide the development of Timnath over the next 10 to 20 years. The Plan’s transportation goals, objectives, and action items are integrated into this Plan; however, the transportation goals and objectives included in this Transportation Plan supersede those in the Comprehensive Plan upon adoption of this Plan.

**Parks, Recreation, Open Space and Trails Plan**

Timnath’s Parks, Recreation, Open Space, and Trails (PROST) Plan was completed in 2011. The role of the PROST Master Plan is to provide guidance and direction for the acquisition, development, funding, maintenance, and operation of current and future parks, open space, recreation and trail facilities within the Town of Timnath. The Plan’s existing and future regional, community, and roadside trails are incorporated into this Transportation Plan.

**North Front Range Metropolitan Planning Organization 2040 Regional Transportation Plan Update**

The North Front Range Metropolitan Planning Organization (NFRMPO) is currently updating the 2035 Regional Transportation Plan, which was first released in 2011. The 2040 Regional Transportation Plan Update will be released in fall 2015. The Plan
focuses on the long-term transportation vision of the North Front Range region. The Plan considers the existing transportation system—the roads, transit, bicycle and pedestrian infrastructure, and the environment and provides a fiscally constrained plan for the future.

**NFRMPO Regional Bicycle Plan**

In 2013, the NFRMPO developed a regional bicycle plan for inclusion in the 2040 Regional Transportation Plan. This plan evaluates existing infrastructure and future improvement to the regional bicycle network. The plan explores bicycle performance monitoring, infrastructure expansion, design standards, and future connections among the member agencies, trail systems, employment centers, and recreation opportunities.

**North I-25 Environmental Impact Statement**

In 2011, the Federal Highway Administration (FHWA), in cooperation with the Colorado Department of Transportation (CDOT), prepared a Final Environmental Impact Statement (EIS). The EIS identifies and evaluates multimodal transportation improvements along the I-25 transportation corridor extending from the Fort Collins/Wellington area to Denver. The EIS addresses regional and inter-regional movement of people, goods, and services along I-25.
2. Goals, Objectives & Actions

The goals listed below were formulated to represent the community’s vision and the desired state for the region’s transportation system. These eight goals are the foundation for the supporting objectives and actions recommended to realize the stated goals. The goals, objectives and actions included herein supersede the transportation goals, objectives and actions of the Comprehensive Plan upon adoption of this Plan. The updated goals should be incorporated into the next update of the Comprehensive Plan.

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<th>Objectives</th>
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<td>Connectivity</td>
<td>Ensure all new streets and sidewalks, particularly in and around the Old Town Core and existing residential areas, are designed and installed to connect with existing streets and sidewalks.</td>
<td>Amend the Land Use Code to require connectivity between new streets and existing streets. Identify spacing requirements between connecting streets. Where cul-de-sacs are proposed, require a sidewalk connection to existing sidewalks.</td>
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<td>Safety</td>
<td>Reduce crash rates for vehicles, bicyclists, and pedestrians.</td>
<td>Regularly identify high crash locations in the Town planning area and identify improvements to mitigate significant crash patterns. Consider roundabouts as a way to reduce crash severity. Encourage public education and awareness of safety and sharing the road with others.</td>
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<td>Manage automobile congestion.</td>
<td>Ensure coordination of the Town’s signal system and work with CDOT in the coordination of their signals.</td>
<td>Integrate Intelligent Transportation System (ITS) infrastructure such as fiber optics into roadway design where beneficial (e.g., Harmony Road). Preserve the integrity of mobility corridors through implementation of access spacing standards and design.</td>
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Connectivity: An accessible, connected, and integrated street network that provides efficient route choices for all travel modes.

Safety: A safe transportation system for motorized and non-motorized users.
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<th>Goal</th>
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<td><strong>Alternative Transportation</strong></td>
<td>Provide on-street bicycle lanes and sidewalks along urban streets throughout the community.</td>
<td>Require sidewalks on all streets in development approvals. Include sidewalks in all street reconstruction, where feasible.</td>
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<td>Consider alternative transportation projects when prioritizing future parks, open space, and trails for the PROST Plan.</td>
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<td>Ensure all new sidewalks and sidewalk crossings comply with the standards of the Americans with Disabilities Act (ADA).</td>
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<td>Develop a safe and efficient active transportation system using complete street concepts where feasible.</td>
<td>Design streets to include easily identifiable spaces for all users: drivers, pedestrians, and bicyclists.</td>
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<td>Provide frequent street crossings in developed areas with easily accessible pedestrian crossings at major signalized intersections.</td>
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<td>Design pedestrian and bicycle street crossings to be well-marked and visible to motorists and to enhance the character of the area.</td>
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<td>Develop a continuous system of bicycle lanes and trails that connect with Old Town Core, New Town Center, activity centers, and developing neighborhoods.</td>
<td>Incorporate bicycle lanes and trails as recommended in the PROST Plan into the development review process and require trails to be constructed or the right-of-way provided as new developments are approved.</td>
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<td>Include bicycle lanes in the design of new or improved (as possible) streets to complement the trail system and provide bicycle accommodations for different types of bicyclists.</td>
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<td>Develop an off-road pedestrian and bicycle trail system that connects open spaces and recreation areas in and around Timnath as adopted in the Parks Recreation and Open Space and Trails (PROST) Plan.</td>
<td>Refer to the trails adopted in the PROST Plan during development review and require new trails to be constructed or the right-of-way for new trails to be provided as new developments are approved.</td>
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<td>Require amenities, including bicycle parking areas and bicycle racks, in the development review process.</td>
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<td>Implement way-finding and streetscape design that encourages biking and walking.</td>
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<td>Adopt a complete streets policy.</td>
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<td>Incorporate bicycle facility design into new development and street construction projects.</td>
<td>Optimize and prioritize connections to the Harmony Transportation Transfer Center to improve access to Bustang or other service.</td>
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<td>Coordinate with the NFRMPO and CDOT on future regional transit service and potential Regional Transportation Authority (RTA).</td>
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<td>Provide Timnath residents with public transit options.</td>
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<td>Goal</td>
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<td>Discuss with Transfort the potential for expanding service into Timnath.</td>
<td>Consider the conditions of approval for projects that might infringe on the proposed Parkway alignment.</td>
<td>Use the design study and right-of-way identified in the Timnath Farm North Annexation Agreement to identify additional right-of-way that may fall within new developments and require right-of-way dedication as part of project approvals.</td>
</tr>
<tr>
<td>Work with human service transportation providers in the area to consider service area expansions into Timnath.</td>
<td>As necessary, revisit past approvals to negotiate needed right-of-way acquisition for the Parkway.</td>
<td></td>
</tr>
<tr>
<td>Determine the exact location of the parkway using detailed design studies building on the right-of-way identified in the Timnath Landings Annexation Agreement.</td>
<td>Hold public meetings with all key stakeholders to obtain input into the parkway design.</td>
<td></td>
</tr>
<tr>
<td>Actively involve the public in the design of the new parkway.</td>
<td>Identify streets to connect with Old Town to the west and east, ensuring that intersections onto the parkway are designed as aligned, full movement intersections.</td>
<td></td>
</tr>
<tr>
<td>Ensure that the parkway design provides safe, convenient street connections.</td>
<td>Identify an area of influence within which any proposed development or redevelopment will consider the parkway in their traffic impact studies.</td>
<td>Until the parkway is completed, traffic impact studies prepared for development proposals will consider traffic impacts both before and after construction of the parkway.</td>
</tr>
<tr>
<td>Account for the future parkway in long-range traffic impact studies.</td>
<td>Identify the north and south terminus points for the parkway as gateways into Old Town.</td>
<td></td>
</tr>
<tr>
<td>Emphasize Main Street gateway connections and ensure that they project a positive, inviting community image.</td>
<td>Develop special identification features to identify these points as the beginning of the Old Town area.</td>
<td></td>
</tr>
<tr>
<td>Create a logo and signage specific to Old Town Timnath within any established Town guidelines.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goal</td>
<td>Objectives</td>
<td>Actions</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Public Facilities</strong></td>
<td>Plan the locations of new public facilities to meet the needs of existing</td>
<td>Refer to the Future Land Use Map to anticipate the location and levels of future development and plan the extension of public facilities</td>
</tr>
<tr>
<td></td>
<td>and future growth.</td>
<td>accordingly.</td>
</tr>
<tr>
<td></td>
<td>Require adequate infrastructure</td>
<td>As the Town identifies preferred development areas, plan for the installation of infrastructure and the siting of public facilities to</td>
</tr>
<tr>
<td></td>
<td>concurrent with development.</td>
<td>encourage growth in these areas.</td>
</tr>
<tr>
<td></td>
<td>Minimize the transportation system’s impact on the natural environment.</td>
<td>Establish level of service (LOS) standards for all infrastructure.</td>
</tr>
<tr>
<td></td>
<td>Consider sustainable construction practices for transportation projects.</td>
<td>Require all new development to maintain adopted LOS.</td>
</tr>
<tr>
<td></td>
<td>Increase coordination of land use and transportation planning.</td>
<td>Adopt an Adequate Public Facilities ordinance.</td>
</tr>
<tr>
<td><strong>Environmental Stewardship</strong></td>
<td>A transportation network that restores and maintains the quality of the</td>
<td>Support development that is adequately connected to the transportation system.</td>
</tr>
<tr>
<td></td>
<td>environment in the Town of Timnath.</td>
<td>Encourage more sustainable modes of travel (bicycling, walking, or transit).</td>
</tr>
<tr>
<td></td>
<td>Support mixed use development and population and employment density that</td>
<td>Support mixed use development and population and employment density that support alternative modes of transportation.</td>
</tr>
<tr>
<td></td>
<td>support alternative modes of transportation.</td>
<td>Implement commuter Transportation Demand Management strategies in coordination with the NFRMPO.</td>
</tr>
<tr>
<td></td>
<td>Consider sustainable construction practices for transportation projects.</td>
<td>Support projects that use recycled or reusable materials, reduce the amount of construction waste, and increase the use of renewable energy.</td>
</tr>
<tr>
<td><strong>Economic Vitality</strong></td>
<td>Increase coordination of land use and transportation planning.</td>
<td>Support appropriate location of new development that is adequately connected to the transportation system.</td>
</tr>
<tr>
<td></td>
<td>Integrate infrastructure in a manner that supports economic development.</td>
<td>Support mixed use development and population and employment density that support alternative modes of transportation.</td>
</tr>
<tr>
<td></td>
<td>Increase coordination of land use and transportation planning.</td>
<td>Improve and/or expand transportation facilities to support access to jobs.</td>
</tr>
<tr>
<td></td>
<td>Integrate infrastructure in a manner that supports economic development.</td>
<td>Consider the transportation system in economic development planning.</td>
</tr>
<tr>
<td></td>
<td>Increase coordination of land use and transportation planning.</td>
<td>Design transportation corridors that are attractive and enhance the travel experience and quality of life.</td>
</tr>
<tr>
<td>Goal</td>
<td>Objectives</td>
<td>Actions</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Partnerships and Funding</strong></td>
<td>Regional collaboration and efficiency in transportation planning, funding, and implementation.</td>
<td></td>
</tr>
</tbody>
</table>
|                              | Maintain a short-term and long-range CIP for improvements to and scheduled replacements of the Town’s infrastructure that is coordinated with the Comprehensive Plan and Transportation Plan.                   | Consider implementation of a transportation impact fee and a street maintenance fee.  
|                              |                                                                                                                                                                                                          | Continue the development of a five-year CIP based on projected revenues.  
|                              |                                                                                                                                                                                                          | Continue the development of maintenance and expansion plans for capital facilities based on the anticipated growth patterns in the Comprehensive Plan.  
|                              |                                                                                                                                                                                                          | Prioritize projects based on maintenance needs, anticipated growth, mobility, safety and multimodal needs, and projected cost.  
|                              | Increase regional coordination in developing a multimodal transportation system.                                                                                                                        | Keep the Town’s appointment to the NFRMPO current and attend all regularly scheduled Technical Advisory Committee and Planning Council meetings.  
|                              |                                                                                                                                                                                                          | Work with Larimer County, the NFRMPO, and CDOT to seek additional funding sources to assist with design and construction of the parkway and other regional projects.  
|                              | Improve the coordination and funding of transportation projects.                                                                                                                                          | Continue to coordinate with Larimer County, the NFRMPO, and surrounding communities to apply for grants to fund the regional trail system.  
|                              |                                                                                                                                                                                                          | Research and consider creative alternative funding sources, such as public private partnerships.  

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3. Current Conditions

To understand how transportation is provided to Timnath residents, an inventory of the existing transportation system within the GMA was conducted. The inventory is an important part of the planning process because it helps identify areas that need improvement.

The roadway inventory includes collecting data associated with the existing street system (such as number of lanes, paving, traffic control devices, posted speed limits, etc.) and compiling traffic counts. The inventory focused on streets with a functional classification of Major Collector and higher; local streets were not included in the inventory. The multimodal inventory includes bicycle and pedestrian facilities, nearby transit service, and railroad information.

Street Network and Traffic

Roadway Conditions

The principal component of Timnath’s transportation system is the roadway network, with major streets primarily located along mile-spaced section lines. Figure 5 illustrates surface types (paved versus gravel), number of lanes, and lane/shoulder widths for roadway segments within and surrounding the Timnath GMA. Harmony Road from I-25 to the Great Western Railway of Colorado (GWR) railroad tracks is the only roadway with four through lanes in the GMA. Some roadway segments, such as Three Bell Parkway and River Pass Road along the Timnath Ranch development, have a three-lane cross-section with two through lanes and a center turn lane. Otherwise, roads within the GMA consist of two through lanes, one in each direction. Figure 5 also notes shoulder widths.

Regionally Significant Corridors

The NFRMPO has identified Regionally Significant Corridors, which serve as regional connections between North Front Range communities. The Timnath GMA has five identified corridors: SH 14, Harmony Road, Prospect Road, Larimer County Road (LCR) 1/Weld County Road (WCR) 13, and LCR 5.

The Colorado Department of Transportation (CDOT) owns and maintains SH 14, a two-lane east-west state highway. SH 14 bisects the GMA, running just north of the existing Town limits. To the west, it provides access to Fort Collins, I-25, and US 287. To the east, it provides access to Severance, Ault, US 85, and further east to Sterling and I-76.

Harmony Road is a major east-west roadway that provides the primary access to Timnath. To the west, it provides access to southern Fort Collins, I-25, and US 287. To the east, it provides access to Windsor, Severance, Eaton, and US 85. It has four lanes between I-25 to the GWR tracks, while it has two lanes further east and six lanes further west.

Prospect Road is a two-lane east-west road one mile south of SH 14. To the west, it provides access to Fort Collins, I-25, and US 287. To the east, it provides access to SH 257, where it terminates. Prospect Road’s designation as a Regionally Significant Corridor is from Main Street to the west.

LCR 1/WCR 13, a two-lane north-south roadway, runs along or near the eastern boundary of the GMA. It provides access to rural areas to the north, although it is only considered a Regionally Significant Corridor up to SH 14. To the south, it parallels I-25 as Colorado Boulevard to the Denver metropolitan area, providing access to Windsor, SH 392, and US 34 along the way.
Figure 5. Existing Roadway Characteristics
**Main Street (LCR 5),** a two-lane north-south street, runs through Old Town, parallel to I-25. The roadway does not provide regional connectivity north of SH 14, where it ceases to be classified as a Regionally Significant Corridor. To the south, it provides access to the western edge of Windsor, eastern edge of Loveland, SH 392, and US 34.

Additionally, three other nearby state facilities are Regionally Significant Corridors: I-25 running along the western Town and GMA boundary, SH 257 just east of the GMA, and SH 392 just south of the GMA.

**Traffic Control Devices**

**Figure 6** illustrates the existing traffic control devices in the Timnath GMA, with most rural intersections and important intersections within Timnath documented. Intersection traffic control ensures safe and efficient traffic operation by assigning right-of-way between conflicting traffic streams. This assignment of right-of-way provides uniform and predictable movements of vehicles, bicyclists, and pedestrians. Typical intersection traffic control may consist of a traffic signal or a STOP sign on the minor street approaches. All five traffic signals in the Timnath GMA are along Harmony Road (at the I-25 ramps, Weitzel Street, LCR 5, Three Bell Parkway, and Club Drive). Nearly all four-way intersections of section-line roads have stop sign control on at least the minor street approach, and several “T” intersections have no control. A few intersections within Town limits, including the Prospect Road/Main Street and Buss Grove/LCR 1 intersections, have all-way stop sign control.

**Figure 7** shows the posted speed limits. Like most of northern Colorado, most unpaved roads in the Timnath GMA have no posted speed limit. For paved roads within the Town limits, posted speed limits generally range from 25 to 45 miles per hour (mph) depending on the adjacent land uses and roadway facility type. Outside the Town limits, speed limits range from 40 to 75 mph.

**Traffic Volumes**

CDOT, Larimer County, Timnath, Fort Collins, and Weld County provided existing daily traffic volumes on roadways within and around the Timnath GMA. These counts were recorded between 2011 and 2014 as part of regular count programs or were obtained from recent transportation studies. Ten additional counts were conducted in March 2015 as part of this planning effort to fill in gaps along important roadway segments or to refresh outdated count data. Two of these counts, north of Buss Grove along LCR 1 and LCR 5, included vehicle classification counts. **Figure 8** shows each of these counts and the year they were recorded.

Harmony Road near I-25 has the highest volumes in the GMA with 32,000 vehicles per day (vpd) just east of I-25. Daily traffic volumes along Harmony Road decrease further east toward LCR 1. The next highest volumes in the GMA are along SH 14 with 9,400 vpd just east of Main Street. Main Street south of Kechter Road, with 7,400 vpd, is the only other roadway in the GMA with over 5,000 vpd.
Figure 6. Existing Traffic Control Devices
Figure 7. Posted Speed Limits
Bicycle and Pedestrian Facilities

Timnath has an expanding network of bicycle and pedestrian facilities, as shown on Figure 9. This network continues to grow in conjunction with new development.

Bicycle Facilities

Bikeways primarily serve two purposes: as a means of transportation (often for commuting) and for recreation. The design of bicycle facilities differs for each of these purposes. Commuting bicyclists often want to ride the most direct route from their origin to their destination, even along streets with higher traffic volumes. Recreational cyclists, on the other hand, prefer to ride on either detached shared use trails or streets with low traffic volumes.

Timnath currently several on-street bicycle lanes/wide shoulders. One facility is along Harmony Road between the GWR crossing and I-25. This facility is on both sides of the roadway and continues into Fort Collins. Main Street has bike lanes between Harmony Road and the south GMA, and Three Bell Parkway has a northbound bike lane on the east side of the street (the southbound bike lane will be added when the land west of the street is developed). Some major collectors within neighborhoods also have striped bike lanes including Club Drive, Grand Tree Boulevard and Folsom Parkway.

Trails

Timnath is fortunate to be located at the crossroads of major planned regional trail systems. Colorado State Parks is working to create a continuous multi-use trail extending along the Front Range from New Mexico to Wyoming. A Front Range Trail Corridor Plan has been completed and proposes a route of approximately 725 miles. A key element of this trail is a connection from Greeley to the foothills west of Fort Collins along the Cache la Poudre River, through Timnath. Timnath recently completed a section of the Poudre River Trail, which is located north and east of Wal-Mart.

Pedestrian Facilities

Sidewalks and shared use paths generally serve the purpose of providing pedestrian access between neighborhoods to commercial areas and to community resources such as parks, libraries, community gardens, and schools. Sidewalks and shared use paths can also be used for recreational purposes. Timnath has a growing network of sidewalks, primarily on local and collector roads. Figure 9 depicts sidewalks on roads with a functional classification of only Major Collector and higher; therefore, existing sidewalks on local streets and within neighborhoods are not shown.

Streets in Old Town did not initially include sidewalks. However, sidewalks were built on both sides of Main Street from the GWR crossing north to Timnath Elementary School when Main Street was reconstructed. Sidewalks were also added to 4th Avenue and 3rd Avenue from Main Street east to the alley. Other streets in Old Town currently do not have any pedestrian facilities.

Detached sidewalks are prevalent within the newer, residential neighborhoods, such as Timnath Farms and Timnath Ranch. These newer developments have detached sidewalks on the local and collector streets. As development continues in Timnath, pedestrian connectivity will increase.
Figure 9. Existing Bicycle and Pedestrian Facilities
Transit in the Region

Timnath currently has no transit service; however, many services exist in the immediate vicinity. The following subsections summarize existing public transit and human services transportation options surrounding Timnath.

Transfort

Transfort is the primary transit service provider for the city of Fort Collins. Transfort does not currently serve Timnath; however, Route 16 runs along Harmony Road, with a stop at the Harmony Transfer Center, as shown on Figure 10. Route 16 operates on 30-minute headways and connects to the South Transit Center (STC) and Fossil Ridge High School using Harmony Road.

At the STC, riders can transfer to the following routes: 6, 12, 19, FLEX and MAX bus rapid transit (BRT). MAX BRT operates on 10-minute headways during peak hours and connects the major activity and employment centers throughout Fort Collins, including Colorado State University and Old Town. The FLEX serves stops between Fort Collins, Loveland, Berthoud, and Longmont. Transfers to Denver and Boulder through the Regional Transportation District (RTD) bus system are available in Longmont.

CDOT Bustang

CDOT plans to start an Interregional Express (IX) bus service to connect commuters along the I-25 Front Range (and I-70 Mountain Corridor). Bustang’s focus is longer-distance commuters and was initiated to help alleviate congestion and offer more travel choices on the State’s major corridors. The anticipated start date is July 13, 2015. The North route will serve northern Colorado with a stop at I-25 and Harmony Road, as shown in Figure 10. The North route will have five roundtrips every weekday connecting travelers to Denver. It is anticipated that a trip from Fort Collins to Denver Union Station will cost $10/trip.

NFRMPO SmartTrips Program

The NFRMPO’s SmartTrips program assists travelers in northern Colorado to travel as often as possible by means other than driving alone in a car. The program provides resources, information, and incentives to help encourage the use of alternative modes of transportation. Information and resources are available for biking, walking, carpooling, vanpooling, transit, and teleworking.

SmartTrips offers assistance with finding fellow carpoolers and vanpoolers through the CarGo and VanGo services. CarGo helps match commuters with similar commute profiles to share their ride. The program uses an online database to match commuters and to help participants track carpool plans. VanGo organizes vanpools for commuters that have similar schedules and origins and destinations. VanGo vanpools have a minimum of six people and travel a one-way distance of 20 to 80 miles. Vanpool members pay a monthly fee for the vehicle, fuel, maintenance, and insurance.

Senior Alternatives in Transportation (SAINT)

SAINT is a human services transportation provider that operates within the city limits of Fort Collins and Loveland. SAINT serves people 60 years and older and people with disabilities that prevent them from driving. SAINT provides transportation to any destination within the service areas for any purpose. SAINT operates from 8:15 AM to 4:00 PM Monday through Friday. SAINT is a pre-scheduled service. Riders must call to make reservations at least three business days in advance of the requested date. There is no charge for SAINT’s services.
Railroad

The Greeley Line of the GWR serves the Timnath area. The Greeley Line is a single track that bisects the Town of Timnath from northwest to southeast, as shown in Figure 11. According to the Great Western Railway, an average of four trains per day passes through the Town of Timnath, traveling 1 to 20 mph. However, Town staff has indicated that the number of trains per day is considerable higher at times. The maximum time table speed is 20 mph, and the train movements are indicated to occur during the day (rather than at night).1

There are five railroad crossings within the study area. All crossings are at-grade crossings with varying crossing controls. Figure 11 shows each crossing location with its respective control type. Both gates and signs control Crossing B, which crosses Harmony Road. Crossing A, located in Old Town on LCR 5/Main Street, and Crossing C, located along Three Bell Parkway, are both stop sign controlled. Crossing D, which crosses Twin Pass Road, and Crossing E, which crosses Latham Parkway (LCR 1, WCR 13), have crossing signs, but no stop signs or gates.

Barriers to Transportation

Barriers to transportation prevent connectivity and access, and force travelers to go out of their way to make a connection. Although these barriers can be assets to one particular mode or for recreation, they can lead to unsafe travel or discourage the use of modes such as walking and biking. These barriers can exist in many forms, both natural and man-made. Many common forms of barriers to transportation include limited-access highways, interchanges, railroads, bodies of water, difficult terrain, and large land uses.

Although not directly within the Timnath GMA, I-25 is perhaps the largest barrier to local trips by car, bike, or foot. Although the interstate is one of the greatest transportation assets for regional and interstate connectivity to the area, its limited access nature makes local connections between Timnath and communities such as Loveland and Fort Collins more difficult. A total of seven crossings of I-25 are near the Timnath GMA, with four having an interchange with I-25 and only one providing multimodal facilities (Harmony Road). Most of these crossings are in the northern half of the GMA, while most of Timnath’s existing population is positioned in the southern portion. This relationship can lead to increased congestion along crossings that are major roadways, such as Harmony Road.

The GWR and area bodies of water present similar connectivity and access challenges as a freeway like I-25 because these barriers also need crossings to allow movement across them. At-grade railroad crossings can present safety challenges to all modes, and trains can block key access points for neighborhoods such as Timnath Ranch, while grade-separated crossings are expensive. Similarly, crossings of moving water can be expensive and must account for flood-related concerns, while large lakes such as the Timnath Reservoir create an obstacle for the county roadway section line grid system, forcing traffic to travel out of direction.

4. Future Conditions

To properly identify potential improvement projects for Timnath’s transportation system, it is important to first understand the nature and volume of future traffic in the GMA. It is also useful to understand existing traffic flow patterns, as presented in the Chapter 3. To help facilitate these analyses, the NFRMPO’s Fiscally Constrained transportation model was used. The model not only gives the ability to analyze the GMA, but also provides a regional context of traffic flows.

Land use estimates and the transportation network are two basic inputs to the NFR model. The amount of traffic that different types of land uses (residential, retail, office, industrial, etc.) generate has been measured for the North Front Range and around the country. The amount of development (number of households or jobs) can then be used to determine the volume of traffic that will be generated from any specified area. To develop these specific allocations of residential and commercial development throughout the region, the NFRMPO has subdivided its planning area into traffic analysis zones (TAZs). The NFRMPO recently updated the existing and future land use forecasts within these TAZs with input from the local agencies, including Timnath. Figure 12 shows the 40 TAZs within the Timnath GMA.

Land Use Forecasts

The NFR base year model includes estimates of the number of households and employees for the year 2012, which were derived with input from Town staff. Future land uses within the GMA were derived from land use types and boundaries set forth by the Timnath Comprehensive Plan. Town staff provided the NFRMPO with estimates as to how much of this land use should be incorporated into the NFR 2040 modeling horizon. The remaining land use was reserved as the “buildout” scenario, which has no associated date but assumes the complete development of the GMA according to land use designations and allowable densities defined within Timnath’s Comprehensive Plan. Household and employment numbers provided by the NFRMPO for 2040 and the buildout horizon were used unchanged. Table 1 summarizes the total estimated number of households and employment for the 40 TAZs within the Timnath GMA, in 2012, 2040 and at buildout of the community.

Table 1. Land Use Growth Summary

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Households</th>
<th>Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>1,574</td>
<td>1,801</td>
</tr>
<tr>
<td>2040</td>
<td>11,418</td>
<td>9,328</td>
</tr>
<tr>
<td>(% Annual Growth)</td>
<td>(7.3%)</td>
<td>(6.0%)</td>
</tr>
<tr>
<td>Buildout</td>
<td>21,125</td>
<td>22,288</td>
</tr>
</tbody>
</table>

NOTE: Some TAZs extend beyond the Timnath GMA boundaries.

Table 2 provides the 2040 land use estimates used for the 40 TAZs within the Timnath GMA, while Table 3 provides the estimated land use for the buildout scenario – both of which were unchanged from the land use received from the NFRMPO. Figure 13 through Figure 18 map households and employment in 2012, 2040, and the buildout scenario to illustrate where growth is expected to occur during the planning horizons.

Travel Demand Modeling

To develop traffic forecasts, two versions of the NFRMPO model must be used to determine the amount of growth in traffic volumes expected on the area’s roadways. The base 2012 model represents existing roadway network characteristics (roadway alignments, number of lanes, and classifications) and land use conditions (households, employment, and area types). Existing locally-significant roadways were added to the model to assist in analysis for this plan.
The future conditions model takes the base 2012 model and applies the new NFR 2040 Fiscally Constrained transportation network, along with the added locally-significant roadways. This network includes those improvement projects committed over the next six years plus the projects included in the Fiscally Constrained list of the NFRMPO 2040 Regional Transportation Plan. Two improvement projects included in the Fiscally Constrained Plan are within the Timnath GMA: (1) widening Harmony Road to four lanes from the GWR to LCR 1, and (2) the construction of the parkway around the east side of Old Town.
Figure 12. NFRMPO Traffic Analysis Zones (TAZs)
Table 2. 2040 Land Use Forecasts by TAZ

<table>
<thead>
<tr>
<th>TAZ</th>
<th>Households</th>
<th>Retail Employment</th>
<th>Service Employment</th>
<th>Base Employment</th>
<th>Medical Employment</th>
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* TAZ extends beyond the Timnath GMA boundaries
Table 3. Buildout Land Use Forecasts by TAZ

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* TAZ extends beyond the Timnath GMA boundaries
Figure 13. 2012 Households by TAZ
Figure 14. 2040 Households Forecasts by TAZ
Figure 17. 2040 Employment Forecasts by TAZ
Figure 18. Buildout Employment Forecasts by TAZ
Traffic Forecasts

The future travel demand patterns in the Timnath GMA and the North Front Range region are primarily a function of the population and employment opportunities in the area. The household and employment data outlined in the previous sections were used as input to the NFR travel demand model. The model provided traffic forecasts on the various street networks that were used to assess improvement needs. These forecasted volumes were used to identify capacity deficiencies in the roadway network and to evaluate the effectiveness of alternatives. The forecasted 2040 traffic volumes on Timnath’s NFR 2040 Fiscally Constrained road network are displayed on Figure 19, while forecasted buildout traffic volumes on this network are shown on Figure 20.

Volume to Capacity Analysis

A comparison of traffic volumes versus planning level capacities was conducted to assess roadway capacity needs for the 2040 and buildout planning horizons. This analysis helps determine where critical widening projects are needed, while drawing attention to potential trouble areas to prioritize where right-of-way preservation should occur for widening projects beyond 2040. To perform this analysis, a volume to capacity (V/C) ratio was calculated using daily traffic volumes and planning level capacities assumed for each roadway classification. Table 4 lists the planning level capacities.

Table 4. Planning Level Capacities

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<th>Classification</th>
<th>Capacity per Lane (vpd)</th>
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<td>Major Collector</td>
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A lower V/C ratio means the better the flow of traffic along that segment of road. A V/C of 1.0 or greater is considered to be congested (Level of Service F), while a V/C of 0.9 to 1.0 is considered to be approaching a congested state (Level of Service E). Figure 21 through Figure 23 illustrate the V/C for each roadway within the Timnath GMA with a roadway classification of Major Collector or higher for the existing, 2040, and buildout time periods. The red segments represent roadways that carry traffic volumes in excess of the planning level roadway capacity (V/C ≥ 1.0). The orange and yellow segments represent roadways that are operating at or near capacity conditions (V/C between 0.80 and 1.0).
Figure 19. 2040 Daily Traffic Projections (Existing + Committed Network)
Figure 20. Buildout Daily Traffic Projections (Existing + Committed Network)
Figure 21. Existing Volume/Capacity Ratios
Figure 22. 2040 Volume/Capacity Ratios (Existing + Committed Network)
Figure 23. Buildout Volume/Capacity Ratios (Existing + Committed Network)
The existing V/C is calculated based on the existing road network configuration, while the 2040 and buildout V/C analyses include committed roadway widening projects, such as expanding Harmony Road to four lanes from the GWR to LCR 1 and construction of the Parkway.

The V/C analysis shows that the current traffic volumes are within the carrying capacity of most roads within the Timnath GMA. However, if no improvements are made to the network, most road segments will be approaching, or experiencing, congestion in the 2040 and buildout time periods.

**Alternatives Analysis**

The travel demand model was used to test the effectiveness of several roadway improvements to address the existing and future congestion on Timnath’s street network. The following major roadway improvement alternatives were identified through a combination of technical analysis (using the 2040 and buildout V/C ratios), discussion with the Town Council and Planning Commission, and input from the community.

A. Construct the Parkway  
B. Widen Kechter Road to 4 lanes (including the bridge over I-25)  
C. Widen Harmony Road to 6 lanes  
D. Widen Prospect Road to 4 lanes  
E. Widen SH 14 to 4 lanes  
F. Widen Vine Drive to 4 lanes  
G. Widen Main Street to 4 lanes (including the Parkway)  
H. Widen LCR 1 to 4 lanes  
I. Widen SH 257 to 4 lanes  
J. Extend Kechter Road from Main Street to River Pass Road  
K. New interchange at I-25 and Kechter Road  
L. South “beltway” connecting Main Street and LCR 1 near the south GMA boundary

The travel demand model results indicate that the vast majority of the current and future congestion in Timnath could be mitigated by building roadway improvement alternatives A – I, which are included in the Master Streets Plan (Chapter 5) and should be phased over time to accommodate increasing travel demands. While some of these projects will be needed by 2040, others will not be needed until after 2040. **Chapters 5 and 6** address the timing and specific road segments in more detail.

Congestion is expected on Harmony Road between I-25 and Three Bell Parkway in the future, even when it is widened to six lanes. Many of the trips using Harmony Road have either an origin or a destination along the corridor; resulting in a strong draw to using Harmony. Similarly, many of the trips using Harmony Road have either an origin or destination east of Timnath, and Harmony Road provides east-west continuity all the way to US 85.

The remaining three major roadway alternatives (J, K, and L) would be considerably more difficult to implement. Specifically, an interchange at I-25 and Kechter Road is not included in the North I-25 EIS and would, therefore, require a reevaluation of the EIS and support from the Federal Highway Administration (FHWA), CDOT and the City of Fort Collins. A new east-west connection (either J or L) would require a new crossing of the Poudre River, which would involve environmental clearances and considerable costs, and could result in undesirable impacts to current residents. The addition of roadway alternatives J, K, or L is not expected to relieve future congestion on Harmony Road enough to justify the associated costs and impacts. Because of the significant effort, costs, and impacts associated with these three alternatives, and the ability of projects A – I to address the vast majority of current and future congestion, projects J, K, and L are not recommended. A more detailed summary of the alternatives analysis is included in **Appendix B.**
5. Long Range Plan

Chapter 5 portrays Timnath’s vision for the future multimodal transportation system. A well-planned street network will provide automobile, bicycle, and walk connectivity within the Town and between Timnath and neighboring communities and will position the Town for future transit service.

Master Streets Plan

Timnath’s roadway plan focuses on providing a well-planned system of streets to serve the Town’s current and future multimodal travel needs. The Master Streets Plan shown on Figure 24 was developed to accommodate future travel demands and illustrates the functional classification and future lane requirements for each street.

Roadway Classifications

Streets generally provide two important functions: mobility and land access. These functions conflict with each other—more land access generally leads to reduced traffic carrying capacity and mobility, and vice versa. Each roadway type is specifically designed to operate with certain characteristics based on the adjoining land uses, level of continuity, and proximity and connections to other facilities.

A street’s functional classification describes these characteristics, and the street design standards identify specific design parameters, right-of-way needs, and other measures for each classification. Timnath’s Master Streets Plan includes the functional classifications described below.

Freeways have the highest level of mobility, providing unimpeded, high-speed regional and interstate connections. Freeways are limited access, divided highways that link major urban areas. I-25 is the only freeway in the Timnath area, serving north-south interstate travel through Colorado’s Front Range. I-25 is under the jurisdiction of FHWA and CDOT.

State Highways can range in functional classification from Major Collectors to Principal Arterials, but commonly provide for longer distance travel between communities. For the purpose of Timnath’s Transportation Plan, the State Highways in the area (SH 14 and SH 257) are categorized separately because they are under the jurisdiction of CDOT; Timnath’s design and access standards do not apply to these facilities.

Principal Arterials provide a high degree of mobility and serve corridor movements with longer trip lengths. While adjoining land uses can be served directly, access is limited to emphasize mobility. The NFRMPO identifies Timnath’s four Principal Arterials (Harmony Road, Latham Parkway, CR 5, and a short segment of Prospect Road) as regionally significant corridors.

Minor Arterials provide for trips of moderate length and offer connectivity to streets of higher functional classification. Minor arterials provide intra-community continuity and a higher degree of land access than Principal Arterials without penetrating neighborhoods. Timnath’s Minor Arterials are generally spaced one mile apart on the section line roads.

Collectors serve to gather traffic from local streets and funnel them to the arterial network. Collectors provide a balance between access and mobility and retain continuity through neighborhoods. Travel speeds are moderate, and travel distances are short to medium. Collectors can be sub-stratified into major and minor categories with Major Collectors having lower connecting driveway density, longer lengths, and higher speeds.

The Town should work with developers to identify future collector street alignments and to encourage
a system of collectors that enhance the grid network, minimizing discontinuous, curvilinear alignments. Collectors should be located opposite each other at arterial intersections to avoid offset T-intersections along arterial corridors.

Local Streets serve the highest level of access, providing direct driveway access to adjacent properties and carrying traffic to the collectors. Local streets can be of limited continuity and may be designed to discourage through traffic. Local streets are typically identified through development plans.

The functional classification of a street reflects its role in the road network and forms the basis for access management, corridor preservation, and street design guidelines and standards. Existing streets may not meet all of the desired characteristics described by their defined functional classification but can be upgraded as improvements to the street are made. The functional classification should be viewed as the desired condition and should not change over time. While the level of traffic is typically highest on higher level functional classifications like freeways and principal arterials, traffic volumes are a result of the street’s function rather than a delineator between functional classifications.

Roadway Cross-Sections
The Town of Timnath has adopted the Loveland standards in the Larimer County Urban Area Street Standards (LCUASS). The Town’s typical street cross sections are intended to provide safe, attractive, and comfortable access and travel for all modes within the public right of way. The Town’s cross sections shown on Figure 25 through Figure 30 match the Loveland cross-sections in LCUASS. A series of rural cross sections with drainage ditches instead of curb and gutter are presented in Figure 31 through Figure 33. The rural cross sections may be considered in certain areas of Timnath either as an interim condition or as a context sensitive long-range option that may be more fitting to the rural setting in some areas of the GMA. Use of the rural cross section requires approval from the Town of Timnath.

In addition to defining functional classification, the Master Streets Plan (Figure 24) identifies the through lane requirements to meet the 2040 travel demands. It also indicates the long-range through lane requirement to accommodate the travel demands at buildout of the community, beyond 2040.

Table 5 is a lookup table that translates the functional classification, 2040 lane requirement, and long-range lane requirement (from Figure 24) to the cross-section options and right of way width that should be preserved. The cross-section options are based on the 2040 lane requirements, and the minimum right of way preservation is based on the long-range lane requirement. The rural cross sections require an additional 20 feet of right of way to accommodate the roadside ditch. Streets in Timnath should be designed in accordance with the parameters noted in Table 7-2 of LCUASS.

Access Spacing Standards
To preserve the functional integrity, safety, and mobility of Timnath’s street network, the Town has adopted the access control standards documented in LCUASS, with one exception as described in this section. The access standards encourage, to the extent possible, the provision of direct access to the streets with lower functional classifications.

The State Highway Access Code governs access onto the state highway system. Any access onto the state highways in the vicinity of Timnath (SH 14 and SH 257) requires an access permit from CDOT, and the access design must comply with the Access Code. FHWA and CDOT govern I-25, and modifications to access onto I-25 require extensive
study, including a System Level Feasibility Study, an Interstate Access Request, and applicable environmental clearance.

Unlike LCUASS, Timnath’s Master Streets Plan differentiates between Principal and Minor Arterials. The primary reason for this distinction is to allow different access spacing standards. The Principal Arterials are considered regional mobility corridors, and access is more restrictive. While the Minor Arterials serve an important mobility function in the community, the access standards are slightly less restrictive than LCUASS to encourage a gridded street network that provides convenient access into and between neighborhoods by car, by foot, and by bike. Access onto any of Timnath’s arterial streets (Principal or Minor) requires the Town’s approval through the development review process.

Principal Arterials within Timnath’s GMA (regardless of lane requirements) shall comply with the technical design criteria, access spacing distances, and intersection control as presented in Table 7-4 and Chapter 9 of LCUASS for 4- or 6-Lane Arterials. These standards allow for 0.5 mile spacing of full-movement signalized intersections; all other accesses will be limited to right-in/right-out (RIRO) movements to protect the mobility function of the Principal Arterials.

The access spacing standards for Minor Arterials within Timnath’s GMA deviate slightly from LCUASS standards. Full-movement intersections shall be allowed on Minor Arterial streets (regardless of lane requirements) at 0.25-mile spacing. The full-movement intersections at 0.25-mile spacing shall be signalized only if a traffic engineering study documents the following conditions:

- Left turns from or onto the Minor Arterial would incur long delays (LOS F) during a peak period if unsignalized based on current traffic levels and/or 2040 traffic forecasts;
- A Manual of Traffic Control Devices signal warrant is expected to be met;
- A corridor signal progression efficiency of 30 percent can be maintained based on current traffic levels and 2040 traffic forecasts with the addition of the signal; and
- Geometric design criteria as presented in Table 7-4 of LCUASS (for 2-Lane Arterials) can be met.

Major Collectors, Minor Collectors, and Local Streets within Timnath’s GMA shall comply with the criteria and access spacing distances as presented in Table 7-4 and Chapter 9 of LCUASS.

**Geometric Design Standards**

Timnath streets shall comply with the geometric design standards documented in Chapters 7, 8, and 9 of LCUASS (notably, Table 7-4). Regardless of the number of current or future lanes, Timnath’s Principal Arterials shall comply with the 4- or 6-Lane Arterial geometric standards in LCUASS, and Timnath’s Minor Arterials shall comply with the 2-Lane Arterial geometric standards in LCUASS.

Although the Parkway (from Harmony Road to the tie-in at Main Street north of Buss Grove) is designated as a Principal Arterial, the Town’s desire is to create a livable street that welcomes pedestrian and biking activity along and across the street through the Town core. To achieve this intent, the Parkway shall be designed to LCUASS 2-Lane Arterial geometric standards, which will result in slower travel speeds compatible with high levels of pedestrian and bicycle activity.
Figure 24. Master Streets Plan
Table 5. Functional Classification, Cross-Sections and ROW Preservation

<table>
<thead>
<tr>
<th>Master Street Plan Configuration (refer to Figure 24)</th>
<th>2040 Cross-Section Options</th>
<th>Minimum Right of Way</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Functional Classification</strong></td>
<td>2040 Lane Requirement</td>
<td>Long Range Lane Requirement</td>
</tr>
<tr>
<td>Principal Arterial</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Rural 2-Lane Arterial (Figure 32)</td>
<td>120’</td>
</tr>
<tr>
<td>Principal Arterial</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Rural 2-Lane Arterial (Figure 32)</td>
<td>140’</td>
</tr>
<tr>
<td>Principal Arterial</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Rural 4-Lane Arterial (Figure 31)</td>
<td>140’</td>
</tr>
<tr>
<td>Principal Arterial</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Rural 4-Lane Arterial (Figure 31)</td>
<td>140’</td>
</tr>
<tr>
<td>Principal Arterial</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Minor Arterial</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Rural 2-Lane Arterial (Figure 32)</td>
<td>120’</td>
</tr>
<tr>
<td>Minor Arterial</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Rural 2-Lane Arterial (Figure 32)</td>
<td>140’</td>
</tr>
<tr>
<td>Minor Arterial</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>4-Lane Rural Arterial (Figure 31)</td>
<td>140’</td>
</tr>
<tr>
<td>Major Collector</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Rural Collector/Local (Figure 33)</td>
<td>100’</td>
</tr>
<tr>
<td>Minor Collector</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Rural Collector/Local (Figure 33)</td>
<td>87’</td>
</tr>
<tr>
<td>Local Street</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Rural Collector/Local (Figure 33)</td>
<td>70’</td>
</tr>
</tbody>
</table>

1 The rural cross sections may be considered in certain areas of Timnath either as an interim condition or as a context sensitive long-range option that may be more fitting to the rural setting in some areas of the GMA; use of the rural cross section requires approval from the Town of Timnath.
Figure 25. 6-Lane Arterial Cross Section

Figure 26. 4-Lane Arterial Cross Section

Figure 27. 2-Lane Arterial Cross Section

NOTE: Wider roadside trails may be required per the PROST Plan
NOTE: Wider roadside trails may be required per the PROST Plan
NOTE: Wider roadside trails may be required per the PROST Plan
2040 Travel Forecasts with Master Streets Plan

The 2040 daily traffic forecasts on the 2040 Master Streets Plan are shown on Figure 34. These forecasts represent the expected travel demand on Timnath’s streets with the Master Streets Plan 2040 roadway network. The forecasted 2040 traffic volumes were compared to planning level capacities. The resulting volume to capacity (V/C) ratios are shown on Figure 35. There are only a few roadway segments that are expected to have traffic volumes exceeding the roadway capacity based on the 2040 Master Streets Plan:

- SH 14 between I-25 and CR 5
- Harmony Road between I-25 and Three Bell Parkway

Congestion is expected on Harmony Road between I-25 and Three Bell Parkway in the future, even when it is widened to six lanes. The 2040 forecasts on Harmony Road are in the range of 48,000 vpd, which is approximately the current volume on Harmony Road between Timberline Road and Lemay Street in Fort Collins (which is six lanes). Congestion levels on Harmony Road through Timnath are forecasted to be similar in 2040 to the current congestion levels on this section of Harmony Road in Fort Collins.

The I-25/Harmony Road interchange area is expected to incur high volumes of traffic in the future; the signal operations of the ramp terminal intersections and the Harmony Road & Weitzel Street intersection will be critical to minimizing delay through the area.

Preferred Future Commercial Truck Routes

Although commercial truck restrictions are primarily administered at the county level, the Town recognizes that it receives a significant amount of regional commercial truck traffic passing through the Town. Figure 36 documents the Town’s preferred truck routes as a resource for commercial trucks to use to travel through the GMA. These routes are compatible with the recommendations of the NFRMPO Sub Regional Study (April 2010). As the Town grows, these facilities will remain as appropriate routes for commercial trucks when considering design and speed limits, while other streets will be programmed to better accommodate local travel and alternative modes, potentially making them less attractive for commercial truck use.
Figure 34. 2040 Daily Traffic Forecasts on 2040 Master Streets Plan
Figure 35. 2040 Volume/Capacity Ratios (2040 Master Streets Plan)
Figure 36. Preferred Commercial Truck Routes
Bikeway and Pedestrian System

The accommodation of bicycle and pedestrian travel is essential for Timnath’s quality of life. Timnath has an opportunity to expand the network of bicycle and pedestrian facilities, connect to community activity centers, and increase the overall regional network available in northern Colorado.

Bicyclists and pedestrian can vary greatly in their abilities and their level of comfort in using various types of facilities. Ideally, the transportation system should accommodate all types of bicyclists and pedestrians.

“Strong & Fearless” Bicyclists are bicycle enthusiasts who will ride their bicycle for any trip type, with bicycling being their primary mode for commuting. Bicycling is part of their identity, and they will ride on nearly any roadway in any conditions.

“Enthused & Confident” Bicyclists are encouraged to bicycle by the availability of bicycle facilities. They will occasionally ride in traffic when bicycle facilities are not present but prefer to ride within their own facility. These riders may not always choose to bicycle but are comfortable doing so in many cases. Investment in additional bicycling infrastructure to improve safety and connectivity will lead to these riders making more bike trips.

“Interested but Concerned” Bicyclists are typically the largest group of a population. They are interested in biking but are concerned about their safety. They do not like using routes without bicycle facilities, as they are nervous about mixing with motorized vehicles. They primarily ride their bicycle for short trips and for recreational reasons. The addition of bicycle facilities that remove them from interacting with motorized vehicles would increase their likelihood of riding.

“No Way, No How” are people who have no interest in bicycling due to immense safety concerns, weather, topography, and/or a simple lack of interest.

Pedestrians can range in a multitude of characteristics including age (children, adults, and the elderly), speed, ability (ambulatory or visual impairments), and purpose (recreational walking, running, commuting). These characteristics often dictate the type of facility a pedestrian is comfortable using. Wider, detached sidewalks generally serve the greatest number of pedestrians by providing a buffer between the pedestrian and vehicular traffic and adequate space to accommodate passing and wheelchair use. Shared-use trails primarily serve recreational pedestrians.

Timnath’s Bicycle and Pedestrian Plan is intended to provide a comprehensive, well-connected system of bicycle and pedestrian facilities that accommodate all abilities. The Town’s Bicycle and Pedestrian Plan is compatible with the NFRMPO’s Regional Bike Plan, which identifies three regional bicycle corridors in the Timnath area:

- Poudre River Trail
- Front Range Trail (West) – east of I-25 from approximately Prospect Road to the north
- Johnstown/Timnath Corridor – along the LCR 1 alignment

Pedestrian and Trails Plan

Timnath’s PROST Plan serves as a primary trails planning document by identifying existing and future regional, community, and roadside trails. This system of trails will be built over time and as development continues to occur. At full buildout, Timnath will have a well-connected system of trails that serves all types of non-motorized travel. This trail network will provide local access to neighborhoods and community resources such as
schools and parks, as well as regional access to adjacent communities such as Windsor, Severance, and Fort Collins. Figure 37 shows Timnath’s Pedestrian and Trails Plan. Depicted are future grade-separated crossings that will eliminate vehicle-bike and vehicle-pedestrian conflicts and allow uninterrupted bicycle and pedestrian movements across major roadway facilities like I-25 and Harmony Road.

The expansion of the sidewalk network will happen over time as development occurs. Sidewalks on the Major Collector and higher streets are shown, but all streets in Timnath shall include sidewalks. Timnath’s typical cross sections, Figure 25 through Figure 33, include a minimum 5 foot detached sidewalk along local and collector streets, and a minimum 6-foot detached sidewalk along arterial streets. Pedestrian walkways connecting residential developments to the arterial and collector street system should be provided to ensure that pedestrians have quick and direct access between neighborhoods and to commercial areas. The pedestrian plan includes particular focus on improved sidewalk connections in the Old Town area and to improve walking access to Timnath Elementary School.

**On-Street Bike Plan**

Timnath’s typical cross-sections, Figure 25 through Figure 33, include on-street bike lanes for all arterial and collector streets. Arterial streets require a minimum 7-foot bike lane, and collector streets require a minimum 5-foot bike lane. Figure 38 shows the arterial street bike lanes. When fully built, the arterial street bike lanes will form a connected network of on-street bike facilities at approximately 1-mile spacing. Consideration should be given to enhanced bike lanes on higher volume streets (like Harmony Road, Main Street, and LCR 1) such as buffered bike lanes or protected bike lanes.

While the arterial street bike lanes will provide direction connections in and around the community, they will predominately serve the “strong & fearless” and enthused & confident” bicyclists; the “interested but concerned” population (which typically accounts for upwards of 60 percent of any population) may not be comfortable riding alongside the higher traffic volumes and higher speeds associated with the arterial street network.

To better serve the “interested but concerned” population—and to better accommodate bicyclists of all abilities throughout Timnath—the On-Street Bike Plan includes a low stress bike network to complement the arterial street bike lanes. A low stress bike facility is one on which a bicyclist shares...
Figure 37. Pedestrian and Trails Plan
Figure 38. On-Street Bike Plan
the street with low-volume, low-speed automobile traffic, is adjacent to such traffic in a bike lane, or is completely separated from traffic in a protected bike lane or on a paved trail.

Several of the existing collector streets through residential areas have been identified on Figure 38 as part of the low-stress bike network. The Town should work to sign these streets as designated bike routes and possibly stripe designated bike lanes where adequate width is provided.

Timnath is fortunate to be in a position to plan ahead for the provision of a well-connected network of low stress bike facilities. While the exact alignment of the low stress bike network on collector streets will be determined through the development and development review process, Figure 38 depicts the general concept of providing low stress bike routes at approximately ½ mile spacing between the arterial streets. The low stress bike facilities should be designed and built with the following guidance:

- Collector streets on the low stress network should provide a relatively direct route for north-south and east-west travel through each 1-mile section of land.
- Collector streets in adjacent neighborhoods/developments should align, providing a connected network for all modes, particularly for bicycle travel on the low stress network.
- Where the collector streets on the low stress network intersect arterial streets, the intersection should be signalized (if warranted) or provide enhanced bicycle and pedestrian crossing treatments such as rectangular rapid flashing beacons (RRFB), pedestrian hybrid signals (HAWKs), and pedestrian crosswalks and/or cross-bike markings.

Bicycle facilities in Timnath shall be designed to comply with the AASHTO Bicycle Guide standards.  

Transit System

Timnath residents have expressed interest in adding public transit options. There are several options for the Town to pursue to incorporate transit services into the community by either coordinating with existing providers, developing the Town’s own system, or a combination.

Timnath should coordinate with SAINT, an existing human services transportation provider based out of Fort Collins, to see whether expanding their service area to include Timnath would be a possibility. Because many residents travel to and from Fort Collins for medical appointments, shopping, etc., this could be a valuable service to the residents of Timnath.

Timnath could also explore with Transfort the possibility of extending Transfort service into Timnath. Route 16 was recently extended service to the east, with a stop at the Harmony Transfer Center just west of I-25 on the north side of Harmony. Route 16 connects to the South Transit Center, a major transfer center for the Transfort system, including connections to MAX.

A future option would be to develop a Timnath circulator bus/shuttle. The circulator could connect major locations such as neighborhoods, schools, Old Town, shopping along I-25, and the Harmony Park-n-Ride. With connections to the Harmony Park-n-Ride, users would then be able to access CDOT’s Bustang service. More analysis is needed to determine whether this is a feasible option for Timnath.

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6. Implementation Strategy

The infrastructure and transit service recommendations described in Chapter 5 provide strategies that will move Timnath toward reaching the transportation goals as stated in Chapter 2. While improving travel by bike, by foot, by car, and by transit are clear community priorities, implementation of these recommendations will necessarily occur over time commensurate with available resources. This chapter provides guidance in the phasing and funding strategies for the Town to implement the transportation plan recommendations.

Identification of Projects

Regional Projects

Several transportation improvement projects have been identified either through this Transportation Planning effort or through previous regional planning efforts that will require considerable regional coordination. The projects listed in Table 6 are regional projects with scopes and costs well beyond the means of the Town of Timnath. All of these projects are important to Timnath’s transportation system (as well as to the region as a whole), but implementation of these projects will not be the primary responsibility of the Town. Rather, the Town will partner with the appropriate agencies to support implementation of these important regional projects.

### Table 6. Regional Projects

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Primary Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-25 (SH 66 to SH 14)</td>
<td>Widen to 6 Lanes + Express Lanes (North I-25 EIS)</td>
<td>CDOT</td>
</tr>
<tr>
<td>I-25 (SH 14 to SH 1)</td>
<td>Reconstruction (North I-25 EIS)</td>
<td>CDOT</td>
</tr>
<tr>
<td>I-25/Harmony Rd</td>
<td>Reconstructed Diamond Interchange (North I-25 EIS)</td>
<td>CDOT</td>
</tr>
<tr>
<td>I-25/Prospect Rd</td>
<td>Reconstructed Diamond Interchange (North I-25 EIS)</td>
<td>CDOT</td>
</tr>
<tr>
<td>I-25/SH 14</td>
<td>Reconstructed Diamond Interchange (North I-25 EIS)</td>
<td>CDOT</td>
</tr>
<tr>
<td>I-25/Mountain Vista</td>
<td>Reconstructed Diamond Interchange (North I-25 EIS)</td>
<td>CDOT</td>
</tr>
<tr>
<td>Kechter Rd at I-25</td>
<td>Reconstruct Bridge to 4 Lanes (Widening of I-25 will require bridge reconstruction)</td>
<td>CDOT/Timnath/Fort Collins</td>
</tr>
<tr>
<td>SH 14 (I-25 to SH 257)</td>
<td>Widen to 4 Lanes</td>
<td>CDOT/Region</td>
</tr>
<tr>
<td>SH 257 (SH 14 to SH 392)</td>
<td>Widen to 4 Lanes</td>
<td>CDOT/Region</td>
</tr>
<tr>
<td>Poudre River Trail at I-25</td>
<td>Underpass or Overpass</td>
<td>Fort Collins</td>
</tr>
<tr>
<td>Harmony Rd (LCR 1 to SH 257)</td>
<td>Widen to 4 Lanes</td>
<td>Windsor/Weld County</td>
</tr>
<tr>
<td>LCR 1 (South GMA to SH 392)</td>
<td>Widen to 4 Lanes and Realign North of LCR 32e</td>
<td>Windsor/Weld County</td>
</tr>
<tr>
<td>LCR 5 (South GMA to SH 392)</td>
<td>Widen to 4 Lanes</td>
<td>Windsor/Weld County</td>
</tr>
</tbody>
</table>
**Roadway Projects**

The roadway improvement projects needed to realize the 2040 Master Streets Plan fall in five general categories:

- Paving of currently gravel streets
- Reconstruction to bring an existing road to the standard cross section
- Road widening to handle increasing traffic and to bring the road to the standard cross section
- New road connections
- Intersection control (signalization or roundabout)

Timnath’s typical cross sections (Chapter 5) are multimodal and include the provision of bike lanes and sidewalks on all streets. Therefore, the roadway improvement projects described herein include the design and construction of the associated bicycle and pedestrian facilities.

The roadway projects have been divided into four time periods based on input from the public, Town staff and Council members, anticipated development patterns, and on projected travel demand:

- Short term (2015 – 2020)
- Mid term (2020 – 2030)
- Long term (2030 – 2040)
- Beyond 2040

Table 7 lists the projects in terms of general time frames but does not prioritize within each time frame. Where two or more projects may be related (and could be constructed as a package), the appropriate Project ID #s are cross-referenced in the table.

Although funding sources for these projects will vary, Table 7 also presents planning-level cost estimates for each project. Contributions to these projects may come from the Town, developers, adjacent jurisdictions, state or federal funding, or other funding sources. Much of the needed right-of-way will be obtained from adjacent future development. Funding from “Timnath” may be from the Town’s general fund and/or the Timnath Development Authority revenue.

The need for certain projects, such as the paving of county roads, will probably be created by specific developments, and these developers should be held responsible for funding such projects through transportation impact fees or exactions. It should be noted that the cost estimates for all collector and arterial streets are based on the urban cross sections, which include curb and gutter. Appendix B includes quantities and calculations used to develop the per-mile cost opinions. Cost estimates presented in this plan are high-level planning estimates and exclude the costs of right-of-way acquisitions. All costs are in 2015 dollars and exclude the costs of right of way acquisition.

Ten intersections have been identified as likely candidates for signalization in the future. The Town should monitor traffic volumes to determine if/when the intersection warrants signalization. When intersection control improvements are needed at these and other locations in Timnath, the Town should evaluate whether a roundabout might be a preferable intersection treatment rather than a signal. The costs shown in Table 7 are for signalization ($250,000); the design and construction of a roundabout can cost $1 million to $1.5 million, depending on the size and design parameters.
## Table 7. Roadway Projects

<table>
<thead>
<tr>
<th>Project ID #</th>
<th>Location</th>
<th>Description</th>
<th>Project Cross-Reference</th>
<th>Length (mi)</th>
<th>Per-mile Cost</th>
<th>Cost Estimate (2015$)</th>
<th>Primary Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Short Term (2015 – 2020)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Summerfield Pkwy (River Pass Rd to Twin Bridges Dr)</td>
<td>Extension of Major Collector</td>
<td>46</td>
<td>0.2</td>
<td>-</td>
<td>$0.65 M</td>
<td>Timnath</td>
</tr>
<tr>
<td>2</td>
<td>Old Town</td>
<td>Pave Old Town Streets</td>
<td>50</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Timnath</td>
</tr>
<tr>
<td>3</td>
<td>Parkway (Harmony Rd to Buss Grove)</td>
<td>New 2-Lane Arterial</td>
<td>44</td>
<td>1.1</td>
<td>$4.9 M</td>
<td>$5.4 M</td>
<td>Developer</td>
</tr>
<tr>
<td>4</td>
<td>Parkway &amp; 4th Avenue</td>
<td>Roundabout</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$0.5 M – $1.0 M³</td>
<td>Timnath</td>
</tr>
<tr>
<td>5</td>
<td>Harmony Rd &amp; Signal Tree Dr</td>
<td>Signalize Intersection</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$0.25 M</td>
<td>Timnath/Developer</td>
</tr>
<tr>
<td>6</td>
<td>Harmony Rd &amp; Timnath Landing Blvd</td>
<td>Signalize Intersection</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$0.25 M</td>
<td>Developer</td>
</tr>
<tr>
<td>7</td>
<td>Harmony Road (GWR to LCR 1)</td>
<td>Widen to Rural 4-Lane Arterial Cross-Section</td>
<td>52</td>
<td>1.5</td>
<td>-</td>
<td>$12 M</td>
<td>Timnath/Developer</td>
</tr>
<tr>
<td>8</td>
<td>LCR 1 (Harmony Rd to Buss Grove)</td>
<td>Widen to Rural 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>1</td>
<td>$4.9 M</td>
<td>$4.9 M</td>
<td>Developer</td>
</tr>
<tr>
<td>9</td>
<td>LCR 1 (Buss Grove to Wild Wing)</td>
<td>Pave 2 lanes</td>
<td>-</td>
<td>0.8</td>
<td>-</td>
<td>-</td>
<td>Developer</td>
</tr>
<tr>
<td>10</td>
<td>LCR 1 (Wild Wing frontage)</td>
<td>Pave and widen to Rural 2-Lane Arterial Cross-Section</td>
<td>-</td>
<td>0.7</td>
<td>-</td>
<td>-</td>
<td>Developer</td>
</tr>
<tr>
<td>11</td>
<td>Prospect Rd (Main St to Three Bell Pkwy)</td>
<td>Widen to 2-Lane Arterial Cross-Section with realignment around Deadman Lake</td>
<td>-</td>
<td>1.0</td>
<td>-</td>
<td>-</td>
<td>Developer</td>
</tr>
</tbody>
</table>

³ The cost for the Parkway and 4th Avenue roundabout represents an approximate cost to upgrade the intersection to a roundabout compared to a traditional signalized intersection.
<table>
<thead>
<tr>
<th>Project ID #</th>
<th>Location</th>
<th>Description</th>
<th>Project Cross-Reference</th>
<th>Length (mi)</th>
<th>Per-mile Cost</th>
<th>Cost Estimate (2015$)</th>
<th>Primary Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Kechter Rd (I-25 to Main St)</td>
<td>Widen to 4-Lane Arterial Cross Section</td>
<td>-</td>
<td>0.5</td>
<td>$5.7 M</td>
<td>$2.5 M</td>
<td>Timnath/Developer</td>
</tr>
<tr>
<td>13</td>
<td>Main Street (Harmony Rd to South GMA)</td>
<td>Widen to 4-Lane Arterial Cross Section</td>
<td>-</td>
<td>2</td>
<td>$5.7 M</td>
<td>$9.8 M</td>
<td>Timnath/Developer</td>
</tr>
<tr>
<td>14</td>
<td>Folsom Pkwy (Yellowtail St to LCR 1)</td>
<td>Extension of Major Collector</td>
<td>-</td>
<td>0.3</td>
<td>$4.1 M</td>
<td>$1.2 M</td>
<td>Developer</td>
</tr>
<tr>
<td>15</td>
<td>LCR 1 (Harmony Rd to South GMA)</td>
<td>Widen to 4-Lane Arterial Cross Section</td>
<td>48/58</td>
<td>2</td>
<td>$5.7 M</td>
<td>$9.8 M</td>
<td>Timnath/Developer</td>
</tr>
<tr>
<td>16</td>
<td>Harmony Rd (I-25 to LCR 1)</td>
<td>Widen to 6-Lane Arterial Cross Section</td>
<td>-</td>
<td>2.5</td>
<td>-</td>
<td>$5.6 M&lt;sup&gt;4&lt;/sup&gt;</td>
<td>Timnath</td>
</tr>
<tr>
<td>17</td>
<td>Harmony Rd &amp; LCR 1</td>
<td>Signalize Intersection</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$0.25 M</td>
<td>Timnath/Developer</td>
</tr>
<tr>
<td>18</td>
<td>Parkway (Buss Grove north to Main St)</td>
<td>New 2-Lane Arterial</td>
<td>-</td>
<td>0.5</td>
<td>$4.9 M</td>
<td>$2.5 M</td>
<td>Developer</td>
</tr>
<tr>
<td>19</td>
<td>Parkway (Harmony to Main St)</td>
<td>Widen to 4-Lane Arterial Cross Section</td>
<td>-</td>
<td>1.6</td>
<td>$5.7 M</td>
<td>$9.1 M</td>
<td>Timnath</td>
</tr>
<tr>
<td>20</td>
<td>Buss Grove (I-25 Frontage Road to LCR 1)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>2.5</td>
<td>$4.9 M</td>
<td>$12.3 M</td>
<td>Timnath/Developer</td>
</tr>
<tr>
<td>21</td>
<td>Prospect Rd (West GMA to Main St)</td>
<td>Widen to 4-Lane Arterial Cross Section</td>
<td>-</td>
<td>0.8</td>
<td>$5.7 M</td>
<td>$4.6 M</td>
<td>Timnath/Developer</td>
</tr>
</tbody>
</table>

<sup>4</sup> The cost for Harmony Road widening assumes restriping only from I-25 to approximately the GWR.
## Long Term (2030 – 2040)

<table>
<thead>
<tr>
<th>Project ID #</th>
<th>Location</th>
<th>Description</th>
<th>Project Cross-Reference</th>
<th>Length (mi)</th>
<th>Per-mile Cost</th>
<th>Cost Estimate (2015$)</th>
<th>Primary Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Kechter Rd &amp; Main St</td>
<td>Signalize Intersection</td>
<td></td>
<td></td>
<td></td>
<td>$0.25 M</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Twin Bridge Dr &amp; LCR 1</td>
<td>Signalize Intersection</td>
<td></td>
<td></td>
<td></td>
<td>$0.25 M</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Buss Grove &amp; LCR 1</td>
<td>Signalize Intersection</td>
<td></td>
<td></td>
<td></td>
<td>$0.25 M</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>WCR 78 (LCR 1 to WCR 15)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>1</td>
<td>$4.9 M</td>
<td>$4.9 M</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Main Street/LCR 5 (Parkway to LCR 50)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>4.5</td>
<td>$4.9 M</td>
<td>$22.1 M</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Prospect Rd &amp; Main St</td>
<td>Signalize Intersection</td>
<td></td>
<td></td>
<td></td>
<td>$0.25 M</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Prospect Rd (Three Bell Pkwy to WCR 15)</td>
<td>Reconstruct to 2-Lane Arterial Cross-Section</td>
<td>-</td>
<td>2</td>
<td>$4.9 M</td>
<td>$9.8 M</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Prospect Rd &amp; LCR 1</td>
<td>Signalize Intersection</td>
<td></td>
<td></td>
<td></td>
<td>$0.25 M</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>LCR 3 (Prospect Rd to LCR 52)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>4</td>
<td>$4.9 M</td>
<td>$19.6 M</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>LCR 1 (Wild Wing to LCR 56)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>59</td>
<td>6.5</td>
<td>$4.9 M</td>
<td>$31.9 M</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>SH 14 &amp; LCR 1</td>
<td>Signalize Intersection</td>
<td></td>
<td></td>
<td></td>
<td>$0.25 M</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Vine Drive (West GMA to WCR 15)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>3.7</td>
<td>$4.9 M</td>
<td>$18.1 M</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Vine Dr &amp; LCR 1</td>
<td>Signalize Intersection</td>
<td></td>
<td></td>
<td></td>
<td>$0.25 M</td>
<td></td>
</tr>
<tr>
<td>Project ID #</td>
<td>Location</td>
<td>Description</td>
<td>Project Cross-Reference</td>
<td>Length (mi)</td>
<td>Per-mile Cost</td>
<td>Cost Estimate (2015$)</td>
<td>Primary Responsibility</td>
</tr>
<tr>
<td>-------------</td>
<td>----------</td>
<td>-------------</td>
<td>-------------------------</td>
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<td>--------------</td>
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<td>-----------------------</td>
</tr>
<tr>
<td>Beyond 2040</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>WCR 15 (WCR 78 to WCR 92)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>7</td>
<td>$4.9 M</td>
<td>$34.3 M</td>
<td>-</td>
</tr>
<tr>
<td>36</td>
<td>LCR 50 (I-25 to LCR 3)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>2</td>
<td>$4.9 M</td>
<td>$9.8 M</td>
<td>-</td>
</tr>
<tr>
<td>37</td>
<td>LCR 50 (LCR 3 to LCR 1)</td>
<td>New 2-Lane Arterial</td>
<td>-</td>
<td>1</td>
<td>$4.9 M</td>
<td>$4.9 M</td>
<td>-</td>
</tr>
<tr>
<td>38</td>
<td>WCR 86 (LCR 1 to WCR 15)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>1</td>
<td>$4.9 M</td>
<td>$4.9 M</td>
<td>-</td>
</tr>
<tr>
<td>39</td>
<td>LCR 52/WCR 88 (I-25 to WCR 15)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>4</td>
<td>$4.9 M</td>
<td>$19.6 M</td>
<td>-</td>
</tr>
<tr>
<td>40</td>
<td>LCR 54 (I-25 to LCR 5 Alignment)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>1</td>
<td>$4.9 M</td>
<td>$4.9 M</td>
<td>-</td>
</tr>
<tr>
<td>41</td>
<td>WCR 90 (LCR 1 to WCR 15)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>1</td>
<td>$4.9 M</td>
<td>$4.9 M</td>
<td>-</td>
</tr>
<tr>
<td>42</td>
<td>LCR 56 (I-25 to LCR 1)</td>
<td>Reconstruct to 2-Lane Arterial Cross Section</td>
<td>-</td>
<td>3</td>
<td>$4.9 M</td>
<td>$14.7 M</td>
<td>-</td>
</tr>
</tbody>
</table>
Railroad Crossings Projects

There are currently five at-grade railroad crossings within the Timnath GMA. The GWR crosses Main Street, Harmony Road, Three Bell Parkway, River Pass Road, and LCR 1. When the Parkway is constructed between Harmony Road and Buss Grove, a new at-grade railroad crossing will be included. The Town will concurrently close the Main Street at-grade crossing. However, the Town has initiated discussions with the GWR regarding options to retain pedestrian and/or emergency access at the Main Street crossing. Similarly, the River Pass Road crossing will be closed, and a new at-grade crossing is planned at Summerfield Parkway.

Table 8 summarizes the recommended railroad crossing improvements, all of which are considered short-term projects (2015–2020). In addition to the railroad crossing closures and new railroad crossings, Table 8 includes installation of quiet crossing infrastructure including gates and signs at the at-grade crossings to formalize a quiet zone through Timnath. The costs shown in Table 8 are for the crossing upgrades (gates, signs, etc.); the construction cost for the new crossings themselves are included in the cross-reference roadway projects.

<table>
<thead>
<tr>
<th>Project ID #</th>
<th>Location</th>
<th>Description</th>
<th>Project Cross-Reference</th>
<th>Cost Estimate (2015$)</th>
<th>Primary Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term (2015 – 2020)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Main St Railroad Crossing</td>
<td>Close railroad crossing; coordinate with GWR on retaining pedestrian and/or emergency access</td>
<td>44</td>
<td>$50,000</td>
<td>Timnath/Developer</td>
</tr>
<tr>
<td>44</td>
<td>Parkway Railroad Crossing</td>
<td>New railroad crossing; Install quiet crossing infrastructure; gates and signs</td>
<td>3/43</td>
<td>$300,000 – $500,000</td>
<td>Developer</td>
</tr>
<tr>
<td>45</td>
<td>Three Bell Pkwy Railroad Crossing</td>
<td>Install quiet crossing infrastructure; gates and signs</td>
<td>-</td>
<td>$300,000 – $500,000</td>
<td>Timnath/Developer</td>
</tr>
<tr>
<td>46</td>
<td>Summerfield Pkwy Railroad Crossing</td>
<td>New railroad crossing; Install quiet crossing infrastructure; gates and signs</td>
<td>1/47</td>
<td>$300,000 – $500,000</td>
<td>Timnath</td>
</tr>
<tr>
<td>47</td>
<td>River Pass Rd Railroad Crossing</td>
<td>Close railroad crossing</td>
<td>46</td>
<td>$50,000</td>
<td>Timnath</td>
</tr>
<tr>
<td>48</td>
<td>LCR 1 Railroad Crossing</td>
<td>Install quiet crossing infrastructure; gates and signs</td>
<td>15</td>
<td>$300,000 – $500,000</td>
<td>Timnath/Developer</td>
</tr>
</tbody>
</table>

Bicycle and Pedestrian Projects

Most of the community trails, sidewalks, and low stress bike network identified in Chapter 5 will be built when the adjacent land is developed. Likewise the sidewalks, roadside trails, and arterial street bike lanes will be constructed as a part of roadway
improvement projects included in Table 7. However, some specific bicycle and pedestrian projects are unique and will require special attention from the Town to be constructed; these projects are listed in Table 9. The Poudre River Trail crossing of I-25 is a high priority for the Town of Timnath; this project is included with the Regional Projects in Table 6. Three potential grade-separated pedestrian crossings are identified for the Long Term or Beyond 2040. These locations should be considered for at-grade crossing treatments such as rapid rectangular flashing beacons (RRFB) as an interim improvement.

Table 9. Bicycle and Pedestrian Projects

<table>
<thead>
<tr>
<th>Project ID #</th>
<th>Location</th>
<th>Description</th>
<th>Project Cross-Reference</th>
<th>Cost Estimate (2015$)</th>
<th>Primary Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term (2015 – 2020)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Main Street (Timnath Elementary School to Outlook Avenue)</td>
<td>Connect sidewalk on west side</td>
<td>-</td>
<td>$60,000</td>
<td>Timnath</td>
</tr>
<tr>
<td>50</td>
<td>Old Town</td>
<td>Add sidewalks on all Old Town Streets</td>
<td>2</td>
<td>-</td>
<td>Timnath</td>
</tr>
<tr>
<td>51</td>
<td>Harmony Road (Main Street to LCR 1)</td>
<td>Add sidewalks on both sides</td>
<td>-</td>
<td>$1,600,000</td>
<td>Developer</td>
</tr>
<tr>
<td>52</td>
<td>Harmony Road near Three Bell Parkway</td>
<td>Connections to Grade Separated Pedestrian Crossing</td>
<td>7</td>
<td>$325,000</td>
<td>Timnath</td>
</tr>
<tr>
<td>Ly53</td>
<td>Town-wide</td>
<td>Identify Safe Routes to Schools</td>
<td>-</td>
<td>-</td>
<td>School District/Timnath</td>
</tr>
<tr>
<td>Mid-Term (2020 – 2030)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Poudre River Trail to Old Town</td>
<td>Pedestrian bridge and trail connection</td>
<td>-</td>
<td>$650,000 – $900,000</td>
<td>Timnath</td>
</tr>
<tr>
<td>55</td>
<td>Poudre River Trail (Stone Fly Dr to River Pass and Summerfield Pkwy to South GMA)</td>
<td>Construct this segment of Poudre River Trail</td>
<td>-</td>
<td>$1,000,000</td>
<td>Developer</td>
</tr>
<tr>
<td>56</td>
<td>LCR 1 (Harmony Rd to Buss Grove)</td>
<td>Roadside trail on the west side</td>
<td>-</td>
<td>$400,000</td>
<td>Timnath</td>
</tr>
<tr>
<td>Long Term (2030 – 2040)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Main Street north of Buss Grove</td>
<td>Grade Separated Pedestrian Crossing</td>
<td>-</td>
<td>$1 M – 3 M</td>
<td>Timnath</td>
</tr>
<tr>
<td>58</td>
<td>LCR 1 south of Harmony Road</td>
<td>Grade Separated Pedestrian Crossing</td>
<td>15</td>
<td>$1 M – 3 M</td>
<td>Timnath</td>
</tr>
<tr>
<td>Beyond 2040</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>LCR 1 north of Vine Drive</td>
<td>Grade Separated Pedestrian Crossing</td>
<td>31</td>
<td>$1 M – 3 M</td>
<td>Timnath</td>
</tr>
</tbody>
</table>
Funding

Like most other municipalities along Colorado’s Front Range, Timnath faces a challenge of how to fund transportation improvements. Not only are future needs significant in monetary terms, but the Town must consider resident concerns that new development pay for the transportation infrastructure demands it imposes on the community. New development in the Town will generate new vehicle trips and associated new demands on the Town’s road system. The impacts of different developments vary from a small number of trips for a single new home to a large number of trips for a major residential subdivision or commercial development. Major developments should submit a traffic impact study, estimating the number of trips expected to be generated, the expected distribution of those trips onto the surrounding road network, and identifying major road improvements needed to accommodate the traffic.

The following summarize financing options that the Town of Timnath can considered, individually or in combination, to fund these improvements to the major road system to address existing deficiencies or needs created by new development.

**Timnath Capital Improvement Program** – Much of the funding for improvements to existing roads is currently funded using general Town funds through a CIP. These funds are limited by the size of the anticipated Town revenues through the annual budgeting process.

**Street Impact Fees** – Impact fees are development exactions, which many local governments use as common devices to impose charges on new development to generate revenues for funding off-site road expansion necessitated by new development. These fees allow developer contributions to be pooled so that road improvements can be implemented on a community-wide basis. These fees cannot legally be applied to existing deficiencies or to improvements that would result from traffic passing through Timnath. It is important to regularly update impact fees to keep pace with rising construction costs.

**Street Maintenance Fees** – A street maintenance fee is a way of recouping a portion of ongoing street maintenance costs by way of a fee paid through residents’ utility bills.

**Federal/State Funding** – State highways are the primary responsibility of CDOT, in coordination with the NFRMPO. The decision to improve these facilities will be based on state and regional funding considerations. Timnath should monitor this process closely and may need to be prepared to provide local matching funds to leverage money on regionally significant corridors. It should be noted that the availability of federal and state funding for transportation projects in the NFRMPO is currently very limited. Funding sources that might be applicable to some of Timnath’s projects include Transportation Alternatives Program, Congestion Mitigation and Air Quality Improvement Program, and Surface Transportation Program.

**Regional Transportation Authority** – The Town may join with neighboring communities to develop a transportation funding and implementation district, similar to the Pikes Peak RTA in the Colorado Springs area.

**Bond Programs/Borrowing** – Timnath can use long-term financing programs to allow capital improvements to proceed sooner than would be possible with a “pay-as-you-go” approach. This approach is most common for capital improvements in entities with an expanding tax base. Again, voter approval would be required.
**Special Service Districts** – Special districts are another option to link specific transportation improvements to funding generated from the development associated with the demand for, or benefitting from, the improvements. The Timnath Development Authority is an example of an urban renewal district. Under Colorado law, there are several forms of special service districts. One form, a tax increment district, can be applicable for a commercial development. The incremental tax revenues generated by the development are dedicated to either fund public costs to serve the area or to rebate developer-incurred costs expended on public improvements for the project.

**Energy and Mineral Impact Assistance Fund** – The Colorado Department of Local Affairs Energy and Mineral Impact Assistance Fund provides funds generated from the state’s severance tax to assist local governments that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The grant can fund a variety of projects, including road improvements, construction/improvements to recreation centers, and local government planning.

**Great Outdoors Colorado (GOCO)** – This state funding program uses a portion of lottery proceeds for projects that protect and enhance Colorado’s trails and open space.

**Action Plan**

The intent of this Transportation Plan is to ensure that the Town of Timnath has a plan in place to effectively upgrade the transportation system. The Transportation Plan includes roadway and intersection improvements projects, railroad crossing improvements, shared use trails, sidewalk improvements, and on-street bike facilities.

The transportation improvement projects are divided into four time periods based on input from the public, Town staff and Council members, anticipated development patterns, and on projected travel demand:

- Short term (2015 – 2020)
- Mid term (2020 – 2030)
- Long term (2030 – 2040)
- Beyond 2040

The projects associated with each time horizon are depicted on **Figure 39 through Figure 42**. The Project ID #s correspond to **Table 7 through Table 9**. These projects are primarily the responsibility of the Town, often in conjunction with private development. The Town of Timnath also supports the regional transportation improvements listed in **Table 6**. The regional projects will require coordination with CDOT, the NFRMPO and/or surrounding jurisdictions. The following list provides a summary of actions the Town of Timnath should consider taking to ensure that the needed local and regional transportation improvements are funded:

- Begin to plan and budget for completion of the improvements that have been identified for the short term (**Figure 39**).
- Coordinate with SAINT (an existing human services transportation provider) to explore the possibility of expanding their service area to include Timnath.
- Explore with Transfort ways to connect the community to the existing Transfort bus system, including the possibility of extending a Transfort route into Timnath.
• Conduct a feasibility study for a Timnath circulator bus/shuttle that could connect major locations such as neighborhoods, schools, Old Town, and shopping along I-25 with the Harmony Park-n-Ride (for access to Bustang and Transfort’s bus system).

• Continue to require transportation impact studies from all proposed developments so that the requirements for internal streets and impacts to the surrounding street network can be evaluated. Transportation impacts studies should address traffic, bicycle, and pedestrian operations. If a proposed development will impact a state highway, require a referral to CDOT for development review.

• Continue to participate in the NFRMPO regional transportation planning process and other regional planning initiatives to ensure the consideration of Timnath’s vision for regional roads.

• Incorporate an adequate public facilities ordinance into the Town’s land use code to formalize the requirement of adequate infrastructure concurrent with development.

• Adopt a complete streets policy to formalize the expectation that streets in Timnath accommodate pedestrians, bicyclists, motorists and transit riders of all ages and abilities.

• Consider adoption of a street impact fee program to allow developer contributions for major road improvements to be pooled and implemented on a community-wide basis.

• Consider adoption of a street maintenance fee program to offset ongoing street maintenance costs.

• Periodically monitor traffic volumes, safety concerns, and land use development to assess speed limits and conditions for recommended traffic signals.
Figure 39. Short Term (2015 – 2020) Projects
Figure 40. Mid-Term (2020 – 2030) Projects
Figure 41. Long Term (2030 – 2040) Projects
Figure 42. Beyond 2040 Projects
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Appendix A. Summary of Public Comments
Public Meeting Notes & Survey Results

Timnath Transportation Plan
Public Open House – March 26, 2015 – 5:30pm to 7:00pm MST
FHU Project No. 14-312-01

Meeting & Survey Overview:
An open house public meeting was held on March 26th, 2015 from 5:30-7pm at the Timnath Town Hall to introduce the Timnath Transportation Plan project to the community and solicit responses and concerns about transportation in and around the Town of Timnath. A total of nineteen attendees signed in at the front table.

The meeting was advertised through a mailing to all Timnath residents, and on the Town’s website. A copy of the mailing is attached to the end of this document.

Information presented at the meeting included:
- The transportation planning process and project schedule
- Existing roadway characteristics
- Existing posted speed limits
- Existing traffic control devices
- Existing daily traffic volumes
- Available crash history (from 2014, near Harmony Road and I-25)
- Railroad crossing inventory
- Existing and planned alternative modes (sidewalks, bike lanes, trails, and nearby transit)

Attendees were provided two ways to provide feedback and concerns. The first was a survey to acquire general opinions on transportation in Timnath. This survey was also conducted online to obtain information from people who could not attend the open house. A copy of the survey is attached to the end of this document. A total of 66 survey responses were received: 62 from the online survey and 4 from the open house. Attendees were also provided the opportunity to place comments on a large map of the Timnath planning area in order to give feedback in a geographical manner.
Survey Results:
The following is a summary of the survey conducted online and at the open house. A total of 66 survey responses were received: 62 from the online survey and 4 from the open house.

1. *On a typical day, how do you travel to work (or school)?*

The majority of respondents stated that they commute by driving alone, but 32% noted that they do not work outside of the home. Two respondents stated they bike, and another two stated they carpool.
2. On a scale of 1 to 5 with 1 being best, how would you rate the ease of traveling in and around Timnath?

Opinions on the ease of travel by bike in Timnath are primarily negative, with about 54% of respondents rating the ease of travel as low or very low, while about 19% responded positively. Travel by foot fared slightly better, with 46% responding negatively and 26% responding positively. Only 23% felt travel by car was not easy to do, while over ¾ of respondents rated the ease positively or neutral.

3. If you have children, how would you rate the ease of traveling in and around Timnath for your children?

Respondents with children felt more negative about the ease of their children traveling around Timnath on a bicycle (11% positive, 66% negative) and on foot (12% positive, 61% negative), which becomes even more pronounced with the removal of those who responded “Don’t know”. Most people with children of driving age felt it was easy or neutral for their children to get around Timnath in a vehicle.
4. On a scale of 1 to 5 with 1 being the highest priority, how would you prioritize transportation improvements needed in Timnath?

When prioritizing transportation improvements, a large majority of respondents gave a higher priority to new or improved sidewalks/trails, new or improved biking facilities, and road widening – each with over ¾ of respondents giving a 1 or 2 rating. Most respondents approved of constructing the new parkway (65% higher priority vs. only 13% as a lower priority), while improving safety and railroad crossings also received support as a higher priority. Few felt it was important to improve vanpool service or add bus service, though nearly a quarter of respondents rated such improvements with medium prioritization. Desire for additional traffic signals was mixed, though a majority placed a lower priority on this improvement.
5. **What specific transportation improvements would you like to see in Timnath?**

There were numerous respondents who indicated that they would like to see more bike paths and sidewalks, and/or improvements to increase bike safety. A number of respondents specifically identified the desire for a bicycle facility along Harmony Road, east of the railroad tracks, as well as connections to the Poudre River Trail. Other improvements that received multiple mentions included improving bus service, creating train quiet zones, and the recommendation of a roundabout at River Pass Road and Three Bell Parkway. A full list of responses is below.

- Adding railroad crossing arms
- Bus service, including Park-n-ride in Timnath or better connection with the Harmony Transportation Center, and connections to Transfort’s MAX
- Widen Main Street
- Add sidewalks on Main Street south of the railroad
- Bike facility on or along Harmony Road east of the railroad
- More bike paths, sidewalks, and hiking trails in general
- Improve bike safety/crossings, particularly crossing I-25
- More curb and gutter
- More traffic signals on Harmony Road, including at LCR 1
- Connections to the Poudre River Trail
- Improve road maintenance
- Left-turn lane on westbound Harmony Road at Three Bell Parkway
- Another connection out of Timnath Ranch, such as with Folsom Parkway to LCR 1
- Roundabout at River Pass Road and Three Bell Parkway
- Install gates and signs at the railroad crossing of Three Bell Parkway
- Create train quiet zones
- Extend River Pass Road west to connect with LCR 5 and Kechter Road
- Reduce speeding
- Add emergency exit routes out of town

Numerous respondents also made comments related to projects currently in progress or are planned to occur in the near future. These include a desire to widen Harmony Road to four lanes, improved signal timing on Harmony Road, building the Parkway, and completing/improving the connection from Timnath Ranch to Bethke Elementary School and LCR 1 across the railroad tracks.
6. Overall, how satisfied are you with Timnath’s existing transportation network?

Opinions were generally evenly split between satisfied, neutral, and somewhat unsatisfied (26%, 26%, and 27% respectively). Nearly 17% were very unsatisfied, while only 5% were very satisfied.

![Pie chart showing satisfaction levels]

A comment box was provided for this question. Comments received include:

- Conditions of streets, including the gravel portion of River Pass Road east of Timnath Ranch
- Traffic volumes in residential areas
- Dissatisfaction with traffic signal operations along Harmony Road from I-25 to Main Street
- Vehicles speeding and running red lights on Harmony Road
- Request for turn lanes at the intersection of Harmony Road and LCR 1 to improve safety
- Need for bus service to connect Timnath to the Harmony Transportation Center

7. Please tell us your most important transportation system concern.

Multiple comments were received regarding the desire for more bike paths, sidewalks, and trails. Other concerns receiving multiple mentions were related to general traffic congestions, development growth in the area, maintenance of gravel roads, and problems with potholes. A full list of responses is below.

- General traffic congestion and growth
- Railroad crossing arms
- More bike paths, sidewalks, and trails in general
- Truck traffic, including along LCR 40
- Speeding
- Potholes
- Concern that LCR 5 will be closed
- Lack of turn lanes at intersection of Harmony Road and LCR 1
- Maintenance of gravel roads
- At-grade crossing of the railroad tracks east of Timnath Ranch

Numerous comments were related to projects currently in progress or are planned to occur in the near future. These include a desire to widen Harmony Road to four lanes, improved signal timing on Harmony Road, building the Parkway, and completing/improving the connection from Timnath Ranch to Bethke Elementary School and LCR 1 across the railroad tracks.
8. **Do you have any other comments or suggestions for consideration in the Timnath Transportation Plan?**

Multiple respondents indicated a desire to improve the existing transportation system before continuing to add or approve new housing and development in the area. Other popular comments include the desire to expand the bicycle trail connections in Timnath, provide bus service, and reduce speeding. A full list of responses is below.

- More bike trails and sidewalks
- Improve transportation system in place before continuing to approve development
- Monitor potholes
- Bus service from Timnath to Fort Collins (possibly with Transfort) – could be a single route along Harmony Road
- Reduce speeding; possibly hire more police for traffic/speed patrolling
- Keep LCR 3F open for use
- Plow roads
- Add red light cameras
- Improve/add exits from the Timnath Ranch area – currently Three Bell Parkway is the main option
- Improve signal timing

9. **How did you hear about this transportation planning process?**

The majority of respondents heard about the meeting and process through the mailing, while many others found out through the Town’s website. A few respondents found out via the Town’s Facebook page as well.
Summary of the Open House Comment Map and Other Comments Received:
Many of the attendees of the open house placed comments via sticky notes on a large aerial map of the Timnath planning area, and/or provided comments to staff while at the meeting. Many comments were similar to those received in the surveys, such as improvements on Harmony Road, support for the Parkway, and providing bus service. Other comments included:

- Concern about losing access during construction when the Parkway is constructed
- Need second street connection to the Parkway – would like a signal, stop sign, or roundabout as it will be difficult to get onto the Parkway
- Concern over traffic from new school northwest of Prospect Road and LCR 5
- New road across railroad tracks east of Timnath Ranch
- Improve Latham Parkway
- Extend Three Bell Parkway south to SH 392
- Concern regarding traffic diverting to LCR 5 during an incident on I-25
- A new elementary school will be across from current school, old school would be dedicated to the town
- 4th Street is a pinch point – would 5th Street be a better connection to Parkway?
- Circulator bus through Timnath, connecting to Transfort, is a good idea
- Park-n-ride east on Harmony – work with Windsor?
- Harmony Transportation Center parking is full
- Expand Transfort to serve out to at least LCR 5
- Need Larimer County’s handicap transit service expanded to Timnath, especially since it is a county-funded service
- Traffic from I-25 hops through ditch onto the frontage road south of Harmony Road during congestion on I-25
- Improve the intersection at Harmony Road and LCR 1, such as turn lanes and/or a traffic signal
- Make sure that the 2nd Street access to the Parkway has a traffic signal
- Concern over exiting the Timnath Ranch area when a train blocks the crossings from LCR 1 to Harmony Road
An open house public meeting was held on July 20, 2015, from 5:30 pm to 7:00 pm at the Timnath Town Hall to present the draft Transportation Plan. The meeting focused on the implementation strategy and action plan. The intent of the meeting was to gain input and responses from the community about the way in which projects have been prioritized.

The meeting was advertised through a postcard mailing to all Timnath residents, and on the Town’s website. A copy of the mailing is attached.

Information presented at the meeting included:

- The transportation planning process and project schedule
- Overview of the public survey results
- 2040 Master Streets Plan
- Pedestrian and Trails Plan
- On-Street Bicycle Plan
- Transit Plan
- Implementation Strategy: Short-Term (2015 to 2020)
- Implementation Strategy: Mid-Term (2020 to 2030)
- Implementation Strategy: Long-Term (2030 to 2040)
- Implementation Strategy: Beyond 2040
- Action Plan
- The draft transportation plan document

A total of ten attendees signed in at the front table. The sign in sheet from the meeting is attached. Attendees could either speak to a project team representative or fill out a comment card as ways to provide feedback.
Appendix B. Roadway Alternatives Analysis
July 16, 2015

MEMORANDUM

To: Town of Timnath

From: Jenny Young, PE, AICP

Re: Roadway Alternatives Comparison
Timnath Transportation Plan
FHU Reference No. 114-312

The purpose of this memorandum is to document the evaluation of various roadway alternatives considered as part of the Timnath Transportation Plan.

ALTERNATIVES CONSIDERED

The NFRMPO regional travel demand model was used to test the effectiveness of several roadway improvements to address the existing and future congestion on Timnath’s street network. The following major roadway improvement alternatives were identified through a combination of technical analysis, discussion with the Town Council and Planning Commission, and input from the community:

A. Construct the Parkway
B. Widen Kechter Road to 4 lanes (including the bridge over I-25)
C. Widen Harmony Road to 6 lanes
D. Widen Prospect Road to 4 lanes
E. Widen SH 14 to 4 lanes
F. Widen Vine Drive to 4 lanes
G. Widen Main Street to 4 lanes (including the Parkway)
H. Widen LCR 1 to 4 lanes
I. Widen SH 257 to 4 lanes
J. Extend Kechter Road from Main Street to River Pass Road
K. New interchange at I-25 and Kechter Road
L. South “beltway” connecting Main Street and LCR 1 near the south GMA boundary
The travel demand model results indicate that the vast majority of the current and future congestion in Timnath could be mitigated by building roadway improvement alternatives A–I. These improvements are included in the draft Master Streets Plan (shown on page 3 of this memo).

The remaining three major roadway improvement alternatives (J, K, and L) would be considerably more difficult to implement than the preceding list of roadway projects. Specifically, an interchange at I-25 and Kechter Road is not included in the North I-25 EIS and would, therefore, require a reevaluation of the EIS and support from the Federal Highway Administration (FHWA), CDOT and the City of Fort Collins. A new east-west connection (either J or L) would require a new crossing of the Poudre River, which would necessitate environmental clearances and considerable costs, and could result in undesirable impacts to current residents.

Because of the significant effort, costs, and impacts associated with these three alternatives, and the ability of projects A–I to address the vast majority of current and future congestion, projects J, K, and L were not recommended in the June 2015 draft Timnath Transportation Plan, which was presented to and discussed with the Town Council and Planning Commission during a work session on June 30, 2015. At the work session, the Town Council and Planning Commission requested more information and analysis related to the expected level of congestion in 2040 and the potential for roadway improvement alternatives J, K, and/or L to relieve that congestion.

RESULTS OF ADDITIONAL ANALYSIS

The 2040 daily traffic forecasts on the draft 2040 Master Streets Plan are shown on page 4 of this memo. These forecasts represent the expected travel demand on Timnath’s streets with roadway alternatives A-I in place. The forecasted 2040 traffic volumes were compared to planning level capacities (shown in the table below). The resulting volume to capacity (V/C) ratios are shown on page 5 of this memo.

**Planning Level Capacities**

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<th>Classification</th>
<th>Capacity per Lane (vpd)</th>
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<tr>
<td>Major Collector</td>
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</table>

A lower V/C ratio means the better the flow of traffic along that segment of road. A V/C of 1.0 or greater is considered to be congested, while a V/C of 0.9 to 1.0 is considered to be approaching a congested state. The red segments represent roadways that carry traffic volumes in excess of the planning level roadway capacity (V/C ≥ 1.0). The orange and yellow segments represent roadways that are expected to operate at or near capacity conditions (V/C between 0.80 and 1.0). As shown on page 5, there are only a few roadway segments that are expected to have traffic volumes exceeding the roadway capacity based on the 2040 Master Streets Plan:

- SH 14 between I-25 and CR 5
- Harmony Road between I-25 and Three Bell Parkway
2040 Daily Traffic Forecasts on 2040 Master Streets Plan
2040 Volume/Capacity Ratios (2040 Master Streets Plan)
The NFRMPO regional travel demand model was used to test the potential for roadway alternatives J, K, and/or L to relieve Harmony Road. Three model runs were completed, all using 2040 land use forecasts:

1. 2040 Master Streets Plan + extension of Kechter Rd from Main Street to River Pass Road (Alt J)
2. 2040 Master Streets Plan + I-25/Kechter Rd interchange (Alt K)
3. 2040 Master Streets Plan + extension of Kechter Rd (Alt J) + I-25/Kechter Road interchange (Alt K)

Compared to the forecasts shown on page 4, the travel model results show:

- Extending Kechter Rd from Main Street to River Pass Road (Alt J) would attract an additional 10,000 – 15,000 vehicles per day (vpd) onto Kechter Rd, but would only reduce traffic volumes on Harmony Road by 3,000 to 4,000 vpd, which is less than 10 percent reduction.
- A new interchange at I-25/Kechter Rd would attract an additional 5,000 vpd onto Kechter Rd (just east of I-25), but would reduce traffic volumes on Harmony Road by less than one percent.
- The two alternatives in combination (the Kechter Rd interchange and extension) would reduce traffic volumes on Harmony Road by less than 10 percent.
- A south beltway (Alt L) was not tested in the model, but is expected to be less effective than the direct connection of Kechter Rd to River Pass Road at relieving Harmony Road congestion because it would result in out of direction travel.

**SUMMARY OF FINDINGS**

Congestion is expected on Harmony Road between I-25 and Three Bell Parkway in the future, even when it is widened to six lanes. The 2040 forecasts on Harmony Road are in the range of 48,000 vpd, which is approximately the current volume on Harmony Road between Timberline Road and Lemay Street in Fort Collins (which is six lanes). Congestion levels on Harmony Road through Timnath are forecasted to be similar in 2040 to the current congestion levels on this section of Harmony Road in Fort Collins.

Many of the trips using Harmony Road have either an origin or a destination along the corridor; resulting in a strong draw to using Harmony. Similarly, many of the trips using Harmony Road have either an origin or destination east of Timnath, and Harmony Road provides east-west continuity all the way to US 85 (in Eaton). The addition of roadway alternatives J, K, or L is not expected to relieve the congestion on Harmony Road enough to justify the associated costs and impacts. Therefore, these alternatives are not recommended for inclusion in Timnath’s Transportation Plan.
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Appendix C. Cost Estimates
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<tr>
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**Total Major Items**  
$2,503,000

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### Timnath Transportation Plan
#### Estimate of Conceptual Costs

**4 Lane Arterial**  
(1.00 Mile)

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**Total Major Items**  
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*Date Prepared: May 1, 2015*
## Timnath Transportation Plan
### Estimate of Conceptual Costs

**6 Lane Arterial from I-25 to County Line Road**
(1.53 Miles of Improvements)
(Appplies to Harmony Road from I-25 to LCR1. Improvements from I-25 to Great Western Railroad include only restriping.)

**Date Prepared:** June 9, 2015

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**Total Major Items**

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**Total Project Cost Estimate**

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<td>3.7%</td>
<td>$107,000</td>
</tr>
<tr>
<td>F</td>
<td></td>
<td>0.4%</td>
<td>$12,000</td>
</tr>
<tr>
<td>G</td>
<td></td>
<td>2.1%</td>
<td>$61,000</td>
</tr>
<tr>
<td>H</td>
<td></td>
<td>3.0%</td>
<td>$87,000</td>
</tr>
<tr>
<td>I</td>
<td></td>
<td>9.6%</td>
<td>$276,000</td>
</tr>
<tr>
<td>J</td>
<td></td>
<td>1.0%</td>
<td>$20,000</td>
</tr>
<tr>
<td>K</td>
<td></td>
<td>1.4%</td>
<td>$4,000</td>
</tr>
<tr>
<td>L</td>
<td></td>
<td>2.6%</td>
<td>$109,000</td>
</tr>
<tr>
<td>M</td>
<td></td>
<td>4.0%</td>
<td>$167,000</td>
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<tr>
<td>N</td>
<td></td>
<td>8.0%</td>
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<tr>
<td>O</td>
<td></td>
<td>17.0%</td>
<td>$756,000</td>
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<tr>
<td>P</td>
<td></td>
<td>1.0%</td>
<td>$56,000</td>
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<tr>
<td>Q</td>
<td></td>
<td>2.0%</td>
<td>$24,000</td>
</tr>
<tr>
<td>R</td>
<td></td>
<td></td>
<td>$5,834,000</td>
</tr>
</tbody>
</table>
### Timnath Transportation Plan

#### Estimate of Conceptual Costs

**Major Collector**  
(1.00 Mile)

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Extended Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earthwork</td>
<td>CY</td>
<td>20,338</td>
<td>$254,222</td>
<td></td>
</tr>
<tr>
<td>Aggregate Base Course (Class 6)</td>
<td>TON</td>
<td>15,449</td>
<td>$308,986</td>
<td>12-inch depth</td>
</tr>
<tr>
<td>Hot Mix Asphalt (Grade S(100)(PG 64-22)</td>
<td>TON</td>
<td>11,358</td>
<td>$919,987</td>
<td>6-inch depth</td>
</tr>
<tr>
<td>Curb and Gutter</td>
<td>LF</td>
<td>10,560</td>
<td>$221,760</td>
<td>C&amp;G on both sides</td>
</tr>
<tr>
<td>Concrete Sidewalk</td>
<td>SY</td>
<td>5,867</td>
<td>$269,867</td>
<td>Curb on 10-inch wide sidewalk</td>
</tr>
<tr>
<td>Landscaping</td>
<td>SF</td>
<td>63,360</td>
<td>$126,720</td>
<td>6' zone between bike lane and walk</td>
</tr>
</tbody>
</table>

**Total of Bid Construction Items**  
$3,055,000

**Total Design & Construction Cost**  
$4,073,000

**Total Project Cost Estimate**  
$4,132,000

---

**Notes:**
- **% of Major Item Cost**
- **Total Major Items**  
  - **Drainage / Utilities:** 8.0%  
  - **Environmental:** 5.0%  
  - **Miscellaneous:** 1.5%  
  - **Mobilization:** 9.3%  
  - **Removals / Resets:** 3.7%  
  - **Roadway:** 0.4%  
  - **Signing and Striping:** 2.1%  
  - **Traffic / Lighting / ITS:** 3.0%  
  - **Traffic Control / Detour:** 9.6%  
  - **Structural - Minor Structures / Walls:** 1.0%  
  - **Bid Force Accounts:** 1.4%  

- **Total of Bid Construction Items & Force Account Items**  
  - **Total Design & Construction Cost:**  
    - **Utilities:** 1.0%  
    - **Design Engineering:** 8.0%  
    - **Construction Engineering:** 17.0%  

- **Total Project, Design & Construction Cost:**  
  - **Contingency (Engineering & Utilities Only):** 2.0%  
    - **Total Project Cost Estimate:**  
      - **Total Major Items:**  
        - **Total of Bid Construction Items:**  
          - **Total of Bid Construction Items & Force Account Items:**  
            - **Total Design & Construction Cost:**

---

**Timnath Transportation Plan**  
**Date Prepared:** May 1, 2015
<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item: Resolution No. 76, Series 2015, A Resolution Approving the Harmony Bridge Signage Concept</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 13, 2015</td>
<td>Ordinance ☐ Resolution ✓ Discussion ☐ For Information ☐</td>
</tr>
</tbody>
</table>

**EXECUTIVE SUMMARY:**
Staff has prepared a conceptual alternative for improvements to the Harmony Bridge over the Poudre River. Staff is requesting that Council approve this alternative and allow staff to proceed with preparing detailed drawings and working with a sign manufacturer to fabricate and install the improvements as being proposed.

**STAFF RECOMMENDATION:** Staff recommends that Council approve the concept alternative and allow staff to finalize the design and begin working with a sign manufacturer.

**KEY POINTS/SUPPORTING INFORMATION:**
Town Staff has developed several alternatives and with the direction of Town Council has prepared a final conceptual alternative for Town Council consideration. This preferred alternative incorporates the elements that Town Council has requested:
1. An arch element
2. Varying materials including brick, wood, and metal
3. Includes lighting for 24-hour interest
4. Includes opportunities for seasonal banners
5. Signage is prominent on the west elevation of the northwest abutment to highlight the Town of Timnath to vehicles traveling eastbound

**ADVANTAGES:**
- Highlights the entry into the Town of Timnath and acts as a gateway to the Town.
- Finishes the Harmony Bridge
- Provides Town identity and fits with the Town character

**DISADVANTAGES:**
- Maintenance and upkeep of the signage

**FINANCIAL IMPACT:**
- This is a budgeted item.
- Staff has requested budget numbers from Davinci Signs. They have provided the Town with a budget number of $75,000 for the main signage element on the northwest abutment and $25,000 each for the smaller abutments.
- The Town has budgeted $100,000 for 2015 and $100,000 for 2016.

**RECOMMENDED MOTION:**
- I move to approve Resolution No. 76, Series 2015 approving the Harmony Bridge Signage Concept.

**ATTACHMENTS:**
1. Resolution
2. Harmony Bridge Signage Concept
TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 76, SERIES 2015  

A RESOLUTION APPROVING THE  
HARMONY BRIDGE SIGNAGE CONCEPT.  

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 Town Council is familiar with the Harmony Bridge Signage Concept 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 Harmony Bridge Signage Concept 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.  


TOWN OF TIMNATH, COLORADO  

__________________________________________  
Jill Grossman-Belisle, Mayor  

ATTEST:  

__________________________________________  
Milissa Peters, CMC  
Town Clerk
EXHIBIT A

Concept Plan
HARMONY BRIDGE SIGNAGE
DIMENSIONED LAYOUT
SHEET 1 OF 1
**TOWN COUNCIL COMMUNICATION**

| Meeting Date: | Item: EXECUTIVE SESSION: “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.” |
| Presented by: | Town Attorney |
|              | Presented by: Town Attorney |
|              | 
|              | KEY POINTS/SUPPORTING INFORMATION: |
|              | EXECUTIVE SESSION: “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.” |
|              | ADVANTAGES: |
|              | N/A |
|              | DISADVANTAGES: |
|              | N/A |
|              | FINANCIAL IMPACT: |
|              | N/A |
|              | RECOMMENDATIONS: |
|              | I move to enter into Executive Session “For _____________________________________________.” |
|              | ATTACHMENTS: |
|              | N/A |