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 April 22, 2014, Town Council Meeting Minutes
   b. Approval of the Check Register

5. REPORTS
   a. Mayor and Council

6. ORDER OF BUSINESS:
   a. ORDINANCE NO. 8, SERIES 2014, SECOND READING, PUBLIC HEARING, An Ordinance Approving Amendment #7 To The Intergovernmental Agreement Between The Town Of Timnath And The City Of Fort Collins
      THIS ITEM WILL BE TABLED UNTIL A FUTURE DATE
      Presented by April Getchius, Town Manager

   b. RESOLUTION NO. 32, SERIES 2014, A Resolution Authorizing the Town Manager’s Extension of Various Deadlines Under the February 17, 2009 Intergovernmental Agreement with the City of Fort Collins
      Presented by April Getchius, Town Manager

   c. DISCUSSION:  Fisher Property Annexation Application
      Presented by Matt Blakely, Contracted Town Planner
All Attachments can be obtained at the Town Administration Building, 4800 Goodman Street

d. ORDINANCE NO. 9, SERIES 2014, FIRST READING, An Ordinance Disposing of Real Property Interest in NOCO Storage Project Easements and set a public hearing on May 27, 2014, at 6:00 p.m.
    Presented by Matt Blakely, Contracted Town Planner

e. 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 the Contracted Town Attorney

7. ADJOURNMENT
1. CALL TO ORDER AND ROLL CALL:
Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, April 22, 2014 at 6:03 p.m.

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

Absent:
  a. Councilmember Paul Steinway

Also Present:
  a. April Getchius, Town Manager  
  b. Milissa Peters, Town Clerk  
  c. Robert Rogers, Contracted Town Attorney  
  d. Don Taranto, Contracted Town Engineer  
  e. Matt Blakely, Contracted Town Planner  
  f. Trey Valdez, Administrative Assistant

2. AMENDMENTS TO THE AGENDA:
  a. No amendments

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

4. CONSENT AGENDA:
  a. Approval of the April 8, 2014, Town Council Meeting Minutes  
  b. Approval of the Check Register  
  c. RESOLUTION NO. 27, SERIES 2014, A Resolution Ratifying the A-1 Chipseal Contract  
  d. RESOLUTION NO. 28, SERIES 2014, A Resolution Ratifying the Appointment of Councilman Paul Steinway As The Town Of Timnath Representative and Mayor Jill
Grossman-Belisle as Alternate To The North Front Range Metropolitan Planning Organization (NFRMPO) Planning Council

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

5. REPORTS:
   a. Mayor/Council –
      i. CML Conference
   b. Staff – Included in the packet
      i. Councilmember Voronin asked when CR 36 would be paved, he also asked if Harmony Road would be torn up this year.

6. ORDER OF BUSINESS:
   a. ORDINANCE NO. 7, SERIES 2014, SECOND READING, PUBLIC HEARING, An Ordinance Approving the 2014 Budget Amendment
      Mayor opened the public hearing at 6:10 p.m.

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

      Mayor closed the public hearing at 6:10 p.m.
      Councilmember Neal moved to approve ORDINANCE NO. 7, SERIES 2014, SECOND READING, PUBLIC HEARING, An Ordinance Approving the 2014 Budget Amendment. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

   b. ORDINANCE NO. 8, SERIES 2014, FIRST READING, An Ordinance Approving Amendment #7 To The Intergovernmental Agreement Between The Town Of Timnath And The City Of Fort Collins and set a public hearing on May 13, 2014, at 6:00 p.m.
      Councilmember Pearson moved to approve ORDINANCE NO. 8, SERIES 2014, FIRST READING, An Ordinance Approving Amendment #7 To The Intergovernmental Agreement Between The Town Of Timnath And The City Of Fort Collins and set a public hearing on May 13, 2014, at 6:00 p.m.. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.

   c. RESOLUTION NO. 29, SERIES 2014, A Resolution Authorizing a Change in Employee Insurance Coverage Policy
      Staff Comments:
      • Ms. Getchius spoke to Council about the proposed resolution.
      Councilmember Neal moved to approve RESOLUTION NO. 29, SERIES 2014, A Resolution Authorizing a Change in Employee Insurance Coverage Policy. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

   d. RESOLUTION NO. 29, SERIES 2014, A Resolution Authorizing a Change in Employee Insurance Coverage Policy
Councilmember Neal moved to approve RESOLUTION NO. 29, SERIES 2014, A Resolution Authorizing a Change in Employee Insurance Coverage Policy. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

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

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

Council went into executive session at 6:13 p.m.
The regular meeting reconvened at 7:01 p.m.

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 7:01 p.m.


TOWN OF TIMNATH

_____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_____________________________________
Milissa Peters, Town Clerk
### Town of Timnath

**Payment Approval Report - check register**


**May 07, 2014 03:13PM**

---

**Report Criteria:**
- Invoices with totals above $0.00 included.
- Only unpaid invoices included.

---

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<th>Net Invoice Amount</th>
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COLORADO NETWORK MANAGEMENT, INC

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COLORADO STATE TREASURER

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Core Documents

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CORKAT DATA SOLUTIONS, LLC

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DE LAGE LANDEN FINANCIAL SERVI

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Drive Train Industries, Inc

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Total Drive Train Industries, Inc: 618.66

Eugene G. Coppola P.E.
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**Fraud Hotline LLC**

2014-626

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**FT COLLINS LOVELAND WATER DIST**

04142014A

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**GERRARD EXCAVATING, INC**

PHASE 2B-PAY APP 2

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**Hartford Homes**

ESCROW RETURN

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**Hurr Lawn & Landscape**

10635

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**INTEGRA TELECOM**

11941819

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**JOHN DEERE GOVERNMENT & NATION**

1451683

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**LARIMER HUMANE SOCIETY**

278

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Total TST, INC CONSULTING ENGINEERS: 94,753.26

**Wright Express FSC**

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Total Wright Express FSC: 458.08

**Xcel Energy**

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Total Xcel Energy: 4,941.59

Grand Totals: 664,409.87

Report Criteria:
Invoices with totals above $0.00 included.
Only unpaid invoices included.
# TIMNATH COUNCIL COMMUNICATION

**Meeting Date:** 5/13/14  
**Item:** A Resolution Authorizing the Town Manager’s Extension of Various Deadlines under the February 17, 2009 Intergovernmental Agreement with the City of Fort Collins  
**Presented by:** April D. Getchius, AICP Town Manager  
** Ordinance ☐  
** Resolution √  
** Discussion ☐  
** For Information ☐

## EXECUTIVE SUMMARY:
The Town of Timnath and the City of Fort Collins have had an intergovernmental agreement in place that governs a variety of issues. The proposed amendment #7 was scheduled for public hearing on May 13, 2014. The City of Fort Collins City Council will be discussing this at a work session on May 27, 2014. Because the agreement was only extended to May 15, staff is requesting an extension to July 25, 2014 with the ability to extend it beyond that date if needed. Because the Fort Collins full Council will be discussing this for the first time on May 27, there may or may not be proposed changes. An extension seems more prudent than approving the agreement on May 13 and then having to bring it back to Council for amendments that require two readings.

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

## KEY POINTS/SUPPORTING INFORMATION:
- As described above, this Agreement will be discussed at the May 27, 2014 City of Fort Collins work session so final a final approval date by Fort Collins is uncertain.

## ADVANTAGES:
This Resolution allows the Town to await the outcome of the Fort Collins City Council discussion.

## DISADVANTAGES:
None.

## FINANCIAL IMPACT:
None.

## RECOMMENDED MOTION:
I move approval of Resolution No. ____, Series 2014 entitled “A Resolution Authorizing the Town Manager’s Extension of Various Deadlines under the February 17, 2009 Intergovernmental Agreement with the City of Fort Collins.”

## ATTACHMENTS:
Resolution
May __, 2014

Mr. Darin Atteberry  
City Manager  
City of Fort Collins  
300 LaPorte Avenue  
Fort Collins, CO  80521

Dear Darin:

Per this letter, I am requesting an extension of the deadlines provided for in Sections 2.2(b) and 2.3(b) of the intergovernmental agreement regarding growth management areas between the City of Fort Collins and the Town of Timnath, originally entered into as of February 17, 2009, and most recently amended by the 6th Amendment thereto (the underlying agreement and all amendments thereto are collectively referred to herein as the “IGA”). This extension is authorized and warranted under the IGA because, even though the City and Town have been working diligently to finalize the amendments to the FCGMA and TGMA as contemplated in sections 2.2(b) and 2.3(b), respectively, additional time is needed in order to accomplish that goal. The current deadlines for compliance with the above-referenced amendment provisions is May 15, 2014. We are requesting an extension of this deadline to July 25, 2014. If you agree with this determination and this extension, please so indicate by signing below.

Also, at its meeting on May 13th, 2014, the Town Council will be adopting a resolution approving my execution of this letter agreement. A copy of the resolution will be forwarded to you at that time for the City’s records.

I look forward to working with you to complete the IGA by July 25th, 2014.

Sincerely,

April D. Getchius, AICP  
Town Manager

Approved:

_____________________________   __________________
Darin Atteberry, City Manager   Date
City of Fort Collins
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 33, SERIES 2014

A RESOLUTION AUTHORIZING THE TOWN MANAGER’S EXTENSION OF VARIOUS DEADLINES UNDER THE FEBRUARY 17, 2009 INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FORT COLLINS

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

WHEREAS, the Town entered into an Intergovernmental Agreement (the “IGA”) with the City of Fort Collins (the “City”) governing, among other items, the growth management areas of the Town and the City, and setting forth deadlines in Sections 2.2(b) and 2.3(b) for the completion of amendments to the City’s and the Town’s growth management areas.

WHEREAS, the IGA has been amended from time to time, including a fifth amendment thereto (“Amendment No. 5”), which authorized extension of the deadlines in Section 2.2(b) and Section 2.3(b) by letter agreement to be executed by the Town Manager upon authorization by the Town Council in the form of a motion or resolution.

WHEREAS, pursuant to Amendment No. 5, the Town has previously authorized extensions of the deadlines in Section 2.2(b) and Section 2.3(b) of the IGA to December 1, 2013, and then to May 15, 2014; and

WHEREAS, there are ongoing discussions between the Town and the City toward finalized growth management areas for both jurisdictions, but despite diligent efforts on the part of both parties, these discussions will not be complete by May 15, 2014; and

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

Section 1. Extension Authorization

The Town Council hereby authorizes the Town Manager’s approval of an extension of the deadlines in Sections 2.2(b) and 2.3(b) of the IGA until July 25, 2014, and the Town Council further authorizes the Town Manager to administratively approve subsequent extensions by letter agreement, if needed, without further Town Council authorization.
FIFTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
(Regarding Cooperation on Annexation, Growth Management and Related Issues)

THIS FIFTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Amendment") is made and entered into this 25th day of January 2013, by and between THE TOWN OF TIMNATH, COLORADO, a Colorado home rule town (hereinafter referred to as "Timnath"), and THE CITY OF FORT COLLINS, COLORADO, a Colorado home rule municipal corporation (hereinafter referred to as "Fort Collins").

RECITALS

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

WHEREAS, Section 2.2(b) of the Intergovernmental Agreement requires that by February 17, 2010, Fort Collins seek the approval of Larimer County to amend the boundaries of the Fort Collins Growth Management Area (the "FCGMA") to match the boundaries that are specified in the Intergovernmental Agreement; and

WHEREAS, Section 2.2(b) of the Intergovernmental Agreement also provides that irrespective of whether or not the County approves the amendment of the FCGMA, Fort Collins shall, within the same period of time, take all actions necessary to amend the boundaries of the FCGMA independently of the intergovernmental agreement between Fort Collins and Larimer County dated November 21, 2000 (the "City/County IGA"); and

WHEREAS, Section 2.3(b) of the Intergovernmental Agreement contains a similar provision stating that Timnath shall, within one year, amend the boundaries of its Growth Management Area (the "TGMA") match the boundaries that are specified in the Intergovernmental Agreement; and

WHEREAS, due to a number of extenuating circumstances, the parties have not yet been able to accomplish the amendment of their respective growth management area boundaries; and

WHEREAS, the parties have previously executed First, Second and Third Amendments to the Intergovernmental Agreement that have extended the deadline for the parties to amend their respective growth management areas to February 12, 2013; and
WHEREAS, on November 13, 2012, the parties executed a Fourth Amendment to Intergovernmental Agreement, which modified provisions of the Intergovernmental Agreement related to funding and execution of work in connection with proposed flood mitigation improvements in the Boxelder Creek Basin; and

WHEREAS, the parties wish to execute a fifth amendment to the Intergovernmental Agreement to further extend the period of time within which both parties will amend the boundaries of their growth management areas, which extension will be until August 12, 2013, or such later date as the City Manager and the Timnath Town Manager may agree in writing is reasonably necessary to finalize the amendments.

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

1. **Extension of Time for FCGMA Amendment.** Section 2.2(b) of the Intergovernmental Agreement is hereby amended to extend the period of time within which Fort Collins must amend the FCGMA, so that such Section reads in its entirety as follows:

   (b) Fort Collins shall seek the approval of Larimer County to amend the boundaries of the FCGMA in accordance with Section 2.2(a) above. In addition, and irrespective of whether or not Larimer County approves such amendment, Fort Collins shall, on or before August 12, 2013, take all actions necessary to amend those boundaries to the FCGMA as it exists independently of the Intergovernmental Agreement between Fort Collins and Larimer County, Colorado dated November 21, 2000, to conform the FCGMA to the limitations of Section 2.2(a) above, it being the intention of, and agreement of, the parties that the requirements of Section 2.1 shall apply to the (as hereby described and amended) FCGMA boundaries irrespective of any action by Larimer County. Notwithstanding the foregoing, if the parties determine that additional time is necessary to finalize the amendments of the FCGMA and TGMA as contemplated herein, and that the City and the Town have been working diligently toward that end, they may agree in writing to further extend the deadlines established in this paragraph (b) and in Section 2.3(b) below. Any such extension agreement may be approved and executed on behalf of Fort Collins by the Fort Collins City Manager and on behalf of Timnath by such officer or employee of Timnath as may be authorized by the Timnath Town Council by resolution or motion.

2. **Extension of Time for TGMA Amendment.** Section 2.3(b) of the Intergovernmental Agreement is hereby amended to extend the period of time within
which Timnath must amend the TGMA, so that such Section reads in its entirety as follows:

(b) Timnath shall amend the TGMA in accordance with Section 2.3(a) above on or before August 12, 2013.

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

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

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

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

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

8. **Defined Terms.** Capitalized terms used in this Amendment but not otherwise defined herein shall have the meanings set forth in the Intergovernmental Agreement.
IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

THE TOWN OF TIMNATH, COLORADO

By: 
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM

Town Attorney

THE CITY OF FORT COLLINS, COLORADO

By: 
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney


**EXECUTIVE SUMMARY:** The Fisher annexation is a 239 acre parcel of land located south of Larimer County Road 42E and west of Larimer County Road 5. Plans indicate approximately 750 total dwelling units at a variety of unit types. Proposed zoning is for R-2 and M-U. The plan is consistent with the Town’s Comprehensive Plan and the project is located within the Town’s Growth Management Area.

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

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

**KEY POINTS/SUPPORTING INFORMATION:**

**Owner:** David B. Hill, Springer-Fisher Inc.

**Applicant:** Carlson Land Development

- Streets: Streets will be governed by the Larimer County Urban Area Street Standards, as adopted by the Town of Timnath.
- Water: To be served by ELCO Water District.
- Sanitary Sewer: To be served by Boxelder Sanitation District. Boxelder stated appropriate capacity exist, although the density is almost double their anticipated capacity.
- Storm Sewer: Engineering – no comments at this time.
- Parks and Recreation: Parks and Trails will be required per section 16.2.12 of the LUC as well as the Town’s adopted PROST Plan.
- Schools: - PSD will serve development, no specific comments at this time.
- Law Enforcement \ Fire Protection: Additional roof tops will increase the number of calls and patrols required. Timnath Police has concern over the access into the development, and will require at least two (2) entrances should be shown.
- Compliance with Comp Plan - The proposed development is consistent with the land uses called for in the Comprehensive Plan.
- Compliance with Codes and Policies - This development will comply with the current Land Use Code and current Town of Timnath Policies.
- Sources of Revenue: The potential predicted sources of revenue in this development are property taxes, development fees, building permits, and sales taxes from mixed use retail.
- Towns cost to serve Development: There will be additional services required, including Police, Public Works, Office Administration and Code Enforcement.
Other Related Impacts:
- A community park is shown on the PROST plan to the east of CR 5. This proposal is showing that community park as a part of the development and is proposing trails per the PROST plan.
- There will be additional traffic impacts to CR 5 and Prospect Road. A traffic study will be needed for further analysis.
- Environmental impacts are also possible from the development of this parcel. There is potential for disturbance to some threatened and endangered wildlife species and wetland areas. The 100 year floodplain for the Boxelder ditch is in the site. These areas are being set aside on the concept plan as open space.

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

DISADVANTAGES:
- Increase in services provided by the Town.

FINANCIAL IMPACT:
- See Revenue and Costs in Key Points

RECOMMENDED MOTION:
- None Required

ATTACHMENTS:
1. Fisher Annexation Narrative
2. Annexation Assessment Report
3. Annexation Map
4. Sketch Plan (for Reference)
5. Draft Annexation Agreement
ANNEXATION AGREEMENT
FOR THE [NAME OF ANNEXATION PROPERTY]

THIS AMENDED AND RESTATED ANNEXATION AGREEMENT ("Agreement"), is made and entered into to be effective the ____ day of _________, 201_, by and between Town of Timnath, a Colorado municipal corporation ("Town") and [NAME OF PROPERTY OWNER], a [    ] ("Property Owner" and collectively, the “Parties”) and is made concerning the real property described on Exhibit A attached hereto and incorporated herein by reference ("the Property") generally known as the “[NAME OF ANNEXATION PROPERTY]”.

WITNESSETH:

WHEREAS, the Property consists of approximately [NUMBER OF ACRES] acres, more or less, located [GENERAL DESCRIPTION OF LOCATION OF ANNEXED PROPERTY]; and

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

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

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

AGREEMENT

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

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

3. Zoning and Development of the Property. The Property was zoned [TYPE OF ZONING] effective [DATE OF ZONING]. Property Owner will develop the Property in
accordance with the Final Plat subject to modification thereof to accommodate [INSERT ANY ACCOMMODATIONS OR DELETE] depicted in Exhibit C which shall be constructed by Property Owner. The Property, or any portion thereof, may be rezoned and the Final Plat amended with the consent of Town and Property Owner, but without amending or modifying this Agreement.

4. **Water Utilities.** Property Owner shall obtain water service from the [NAME OF WATER PROVIDER].

5. **Sanitary Sewer Utilities.** Property Owner shall obtain sewer service from [NAME OF SEWER PROVIDER].

6. **Early Grading of the Property.** Property Owner may desire to perform over-lot grading of future “Phases” of the Property and construct drainage facilities prior to submission and/or approval of the final plat for any phase of development of the Property. Property Owner may perform such over-lot grading and construct such drainage facilities only upon approval by Town of an acceptable erosion control plan, a grading plan and a drainage plan. Property Owner recognizes that the erosion control plan may require temporary and/or permanent drainage improvements.

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

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

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

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

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

12. **Vested Property Rights.**

   a. **Acknowledgements.** Parties acknowledge the following:

      (1) The Property is estimated to have a minimum [NUMBER OF YEARS] ([__]) year build-out period and is expected to be constructed in [NUMBER OF PHASES] ([__]) phases.

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

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

      (4) Property Owner waives any vested property rights which may have been granted by any governmental entity prior to the date of this Agreement.

   b. **Vesting of Property Rights.** In recognition of the size of the development contemplated under this Agreement, the substantial financial investment and time required to complete the development of the Property, the phased development of the Property and the possible impact of economic cycles and varying market conditions during the course of development, Town agrees to grant extended vested property rights in this Agreement pursuant to Section 16.5.2 of the Timnath Municipal Code in accordance with the following “performance vesting” schedule. The initial vesting period for the Property shall be from annexation of the Property through [INITIAL VESTING DATE] (“Vesting Period.) Thereafter extended vested property rights shall be granted according to the following provisions and expressly on the conditions stated herein and in the Amended and Restated Subdivision Improvement Agreement executed contemporaneously herewith. Such extended vested property rights shall be available to Property Owner for each “Phase” (defined below) of proposed development of the Property as depicted in **Exhibit C** attached hereto and incorporated herein by this reference shall be subject to vesting of property rights, conditionally and serially, as follows:
The initial Vesting Period shall be through [INITIAL VESTING DATE].

(1) If Phase I is “completed through build-out” by [INITIAL VESTING DATE], the Vesting Period shall be extended through [FIRST EXTENDED VESTING DATE], on condition that Property Owner applies to Town by [INITIAL VESTING DATE], and receives from Town, in writing, a letter authorized by Town Council concurring that Phase I has been completed through build-out by [INITIAL VESTING DATE].

(2) If Phase II is completed through build-out by [FIRST EXTENDED VESTING DATE], the Vesting Period shall be extended through [SECOND EXTENDED VESTING DATE], on condition that Property Owner applies to Town by [FIRST EXTENDED VESTING DATE], and receives from Town, in writing, a letter authorized by Town Council concurring that Phase II has been completed through build-out by [FIRST EXTENDED VESTING DATE].

(3) If Phase III is completed through build-out by [SECOND EXTENDED VESTING DATE], the Vesting Period shall be extended through [THIRD EXTENDED VESTING DATE], on condition that Property Owner applies to Town by [SECOND EXTENDED VESTING DATE], and receives from Town, in writing, a letter authorized by Town Council concurring that Phase III has been completed through build-out by [SECOND EXTENDED VESTING DATE].

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

c. Compliance with Agreement and Final Plat. Pursuant to the contractual commitments made herein, Property Owner shall have vested property rights to undertake and complete the development and use of the Property under the terms and conditions of this Agreement, the Amended and Restated Subdivision Improvement Agreement, and the Final Plat.
d. **Final Plat.** The Final Plat shall be considered a site specific development plan as defined by Colorado law and the Timnath Municipal Code for the conditional Vesting Period identified above for the Property and conditional extended vesting periods for Phases II through [X] of the Property.

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

f. **Infrastructure Standards.** Parties acknowledge and agree that Town Code and Town’s then-existing design and construction standards shall be applicable to all future construction of items historically considered to be public in nature, including generally, water lines, sewer lines, streets, drainage improvements, park improvements, traffic safety and control devices, etc. common to similar developments in Town. Accordingly, the vested rights previously granted and extended herein shall not include design and construction standards for public improvements.

13. **Town Ordinances, Regulations, Codes, Policies, and Procedures.** To the extent consistent with vested property rights granted above, the provisions of this Agreement, and the Final Plat, Parties agree that all Town ordinances, regulations, codes, policies and procedures in effect at the time of the application or act being interpreted shall be applicable to the use and development of the Property. If such are inconsistent with the vested property rights granted herein, such inconsistent ordinance, regulation, code, policy or procedure shall apply to development of the Property only if, in Town’s sole reasonable discretion, such is necessary to preserve the public’s health, safety and welfare. If the Property is replatted in any manner, all ordinances, regulations, codes, policies and procedures in effect at the time of replat shall be applicable to the use and development of the Property that is subject to the replat.

14. **Breach by Property Owner - Town's Remedies.** In the event of a breach of any of the terms and conditions of this Agreement by Property Owner, and until such breach is corrected, Town may take such action as permitted and/or authorized by law, this Agreement, and/or the ordinances of Town as Town reasonably deems necessary, to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of Town from undue hardship and undue risk. These remedies include, but are not limited to:

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

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

d. Disconnection of the Property from Town;

e. Specific performance of this Agreement;

f. Denial or revocation of any utility tap connection;

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

h. Any other remedy available at law or equity.

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

15. Breach by Town: Property Owner’s Remedies. Property Owner shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a material breach of this Agreement by Town, including the right to seek statutory disconnection for a material breach which substantially impairs Property Owner’s ability to develop the Property. Property Owner acknowledges that Town is currently providing municipal services for the benefit of the Property, including but not limited to administrative services and operations and maintenance of [PROPERTY RECEIVING SERVICES] for the benefit of the Property.

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

17. Acknowledgement. It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with Town Code and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of Town’s legislative, governmental, or police powers to promote and protect the health, safety and general welfare of Town or its inhabitants; nor shall this Agreement prohibit the enactment by Town of any fee that is of uniform or general application; subject to the limitation on fee increases set forth in the Amended and Restated Subdivision Improvement Agreement.
18. **Notice.** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, or facsimile if sent during normal business hours, or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

**Notice to Town:**

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

with copy to:

Gary R. White, Esq.  
White, Bear & Ankele Professional Corporation  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Telephone: (303) 858-1800  
Facsimile: (303) 858-1802

**Notice to Property Owner:**

(NAME)  
(ADDRESS)  
(ADDRESS)  
(ADDRESS)  
Telephone: (PHONE)  
Facsimile: (FAX)

with a copy to:

(NAME)  
(ADDRESS)  
(ADDRESS)  
Telephone: (PHONE)  
Facsimile: (FAX)

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

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

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

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

23. **Effective Date-Termination.** This Agreement shall be effective and binding upon Parties but shall not affect the effective date of the ordinance annexing the Property to Town. This Agreement shall be terminated and considered null and void on the date of disconnection if the Property is disconnected from Town as a result of a Disconnection Event as contained herein.

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

25. **No Duress.** Parties agree that this Agreement is freely and voluntarily executed by them after extensive negotiations between them and an opportunity for each party to obtain legal advice.

26. **Execution and Counterparts.** This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should any party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Larimer County, Colorado.

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

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

30. **Modifications.** This Agreement shall not be amended except by subsequent written agreement of Parties.

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

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

33. **Force Majeure.** Whenever Property Owner is required to complete construction, repair or replacement of Public Improvements by an agreed deadline, such Property Owner shall be entitled to an extensions of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of such Property Owner, including but not restricted to, acts of God, weather, fires and strikes.

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

TOWN: TOWN OF TIMNATH, COLORADO,  
A Municipal Corporation

ATTEST:  
By: ____________________________  
Jill Grossman-Belisle, Mayor

Milissa Peters, Town Clerk

PROPERTY OWNER: [PROPERTY OWNER]

By: ____________________________  
[NAME AND TITLE]

STATE OF COLORADO )  
) ss.  
COUNTY OF LARIMER )  

The foregoing instrument was acknowledged before me this ____ day of [MONTH], 201-, by [NAME AND TITLE].

WITNESS my hand and official seal.

_______________________________  
Notary Public  
My Commission expires:___________
EXHIBIT A
(Property)
EXHIBIT B
(Annexed Property)
EXHIBIT C
(Phasing Plan)
The Fisher Property is a 238.74 acre site located north of Old Town Timnath on County Road 5 and is within Larimer County. As a component of the Annexation Application for the Fisher Property to the Town of Timnath, this Annexation Assessment Report outlines impacts of the annexation on the Town and outlines how the annexation complies with the Town’s key planning documents.

A. Assessment of Community Need
Annexation of the Fisher Property, and its subsequent development, is consistent with the Town of Timnath’s Comprehensive Plan and the community’s stated growth objectives. Future development on the Fisher Property will increase the Town’s tax base and provide high-quality housing opportunities within the Town limits, while clustering new development near Old Town Timnath. New parks and trails, as well as road improvements, associated with the development will enhance the Town’s recreation facilities and infrastructure, increasing capacity for the Town as it grows.

B. Economic Impact to the Town
The proposed annexation brings a variety of beneficial short and long term impacts to the Town of Timnath, not the least of which will be property tax revenue that will supplement the Town’s general revenue stream. As can be seen in Figure 1, the proposed community will generate in excess of $150,000 in annual property tax revenue at full development.

Further, the park impact fees associated with the community development will generate almost $3 million in additional revenue to the Town over the life of the project. Development of the community is envisioned to include a portion of the Town’s hike and bike trail system that will provide connectivity to proposed on- and off-site neighborhood and community parks that may include recreational elements that complement the existing and proposed facilities within the Town. The developer is amenable to a public-private partnership with the Town of Timnath to provide park and recreation elements that meet the needs of existing and future town residents. Potential improvements for the Fisher Property include a private amenity center that may be located in close proximity to the open space area encompassing much of the southern portion of the site. There is certainly potential for inclusion of shared parking facilities for Timnath residents at large, where appropriate.

Other impact fee generators for the Town (see Figure 1) include police ($150,000) and public buildings ($275,000).

The development of a high quality master planned community with a wide range of amenities, will provide an attractive entry to the northern portion of Old Town Timnath, and will create homes for approximately 750 home owners. Residents of the community will likely to generate substantial sales tax revenue for the Town at the nearby Wal-Mart and Costco retail center. These two facilities are the

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**FIGURE 1: TOWN OF TIMNATH REVENUE SUMMARY**

<table>
<thead>
<tr>
<th>RESIDENTIAL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Average House Value</td>
<td>$400,000</td>
</tr>
<tr>
<td>Number of Acres</td>
<td>238</td>
</tr>
<tr>
<td>Density Per Acre</td>
<td>3</td>
</tr>
<tr>
<td>Total Units</td>
<td>714</td>
</tr>
<tr>
<td>Total Taxable Value:</td>
<td>$285,600,000</td>
</tr>
<tr>
<td>Assessed Value at 7.9%</td>
<td>$22,562,400</td>
</tr>
<tr>
<td>Mill Levy</td>
<td>6.749</td>
</tr>
<tr>
<td>Annual Timnath Property Tax</td>
<td>$152,274</td>
</tr>
</tbody>
</table>

| PARK IMPACT FEES | 714 Homes | $4,146 Per Home |
| Total Park Impact Fees | $2,960,244 Total Project |

| POLICE IMPACT FEES | 714 Homes | $202 Per Home |
| Total Police Impact Fees | $144,228 Total Project |

| PUBLIC BUILDING IMPACT FEES | 714 Homes | $384 Per Home |
| Total Police Impact Fees | $274,176 Total Project |
closest available stores for shopping and will provide a wide variety of products and services for future residents of the Fisher Property.

Additional economic development for the Town, that is associated with this property, will be generated by the demand for construction materials, labor and the associated management personnel required for residential and non-residential building projects. Local companies, like Alpine Cabinets, will likely see an increased demand for high quality construction materials, and it is likely that new companies will be attracted to the Town. The market value of the Fisher Property at full build-out is likely to exceed $285 million, not including development of a proposed mixed use development project located near the Fisher property community entrance.

These are short-term financial impacts estimated over the next 5-7 years, but at full build-out, a vibrant community life associated with the Fisher Property and the Town of Timnath will create a wide range of needs for professional services, restaurants, additional shopping areas, entertainment and personal services.

C. Impact on Schools
Education services are currently provided by the Poudre School District, and as of today, any children living at the Fisher Property and involved with the public education system would attend Timnath Elementary School, Preston Middle School, and Fossil Ridge High School. There is currently no Intergovernmental Agreement (IGA) between the Town and the Poudre School District for land dedication requirements, though the two entities have a good working relationship to successfully negotiate school land dedication resolutions for development projects in the Town. Land dedications or payment of cash in lieu of dedications for the Fisher Property to off-set any impacts to the school district will be established based on Town criteria and/or negotiated between the applicant and the Town, per the standards established in Article 2 of the Land Use Code, at the time of Preliminary Plat when the final number of dwelling units is established and the estimated number of residents is established.

D. Sources of Water and Sanitary Sewer
East Larimer County (ELCO) Water District provides drinking water to homes and businesses located north and east of Fort Collins, Colorado, including Timnath. The District was created by court decree on January 15, 1962. Before ELCO was created, there were no public water supply systems serving rural areas of Larimer and Weld Counties. Water quality and supply problems for rural residents were solved when ELCO installed water lines throughout the 53 square miles included within the District.

East Larimer County Water District is a political subdivision of the State of Colorado. It is governed and operated in accordance with the Colorado Special Districts Act. Special Districts are quasi-municipal corporations that provide services normally delivered by county and municipal governments. A directly elected five-member Board governs the District.

As a Special District, ELCO has the authority to issues bonds, condemn property and levy property taxes. Since its formation, the District has assessed property taxes during only three years in the early 1980’s. ELCO has always tried to rely on water sales revenue instead of property taxes to fund District operations.

ELCO’s water supplies consist of Colorado Big Thompson (C-BT) water and native Poudre River water. The Colorado Big Thompson Project collects and delivers on average more than 200,000 acre feet of water each year, mostly from the result of melting snow in the upper Colorado River basin west of the Continental Divide. The project transports water to the eastern slope via a 13.1 mile tunnel beneath Rocky Mountain National Park. C-BT water flows to more than 640,000 acres of irrigated farm and ranch land and 860,000 people in portions of 8 counties. The C-BT Project consists of 12 reservoirs, 35 miles of tunnels, 95 miles of canals, 7 hydroelectric power plants and 700 miles of transmission lines.
Sanitary Sewer for the subject property is provided by the Boxelder Sanitation District (boxeldersanitation.org). Boxelder is a Special District (Quasi-Municipal) and a political subdivision of the State of Colorado established under Title 32, Article 4 of the State Statutes, for the purpose of providing sanitary sewer service. The District was organized in 1965 and is governed by a five member Board of Directors. Board Members are qualified electors of the District and are elected to four year terms of office by the eligible voters of the District. Board members are required to be property owners within the district.

The District provides service for approximately 3,640 domestic and commercial taps. The collection system contains about 76 miles of sewer line varying from 6” to 30” in diameter. The existing wastewater treatment facility incorporates an aerated lagoon process with a permitted capacity of 2.34 MGD.

There are major trunk lines available to service the property. A 27” gravity sanitary sewer line has been extended to the subject property along County Road 42. An 18” gravity sanitary sewer line runs inside and along the west property line of the property and has available capacity to serve the development with gravity flow to the wastewater treatment plant located west of Interstate 25. There is no connection fee to the developer, who will tie into the existing main(s) at no expense, other than fees attributable to land development activity.

At the present time, there are no construction and maintenance bonds required for the construction of sanitary sewer improvements within a proposed subdivision.

The district has an existing treatment capacity of 3 MGD and currently has a treatment volume of 2 MGB. The treatment plant that services the subject property has recently been upgraded and has no regulatory issues. In September 2013, the facility was challenged by a 100 year flood event on the Cache La Poudre River, with no adverse effects. The district will provide a will-serve letter indicating that sewer capacity and service is available to the subject property with the provision of normal on-site mains, manholes and individual services installed by the developer.

The above information was provided by internet research and a meeting at the District Office on January 21, 2014, with Patricia Mathena, General Manager, and Eric Garner, District Engineer. Both parties may be reached at 970-498-0604.

E. Impact on the Existing Transportation System

According to the Larimer County Transportation Plan County Road 5, the principal arterial serving the site, has traffic volumes below 1,000 trips per day adjacent to the property, but significantly higher volumes near Old Town Timnath. Projections for 2030 indicate volumes below 1,000 trips per day on County Road 5, though this will be subject to change as a result of the Fisher Property and other developments in the area. Annexation of this Parcel will increase traffic on County Road 5 north of Old Town Timnath but will allow for improvements to the County Road 5 adjacent to the Project including roadway widening, additional Right-of-Way dedication, and intersection improvements for approximately one mile of project frontage. Additionally, County Road 42E north of the Project will be extended to the west from its current termination at County Road 5. Additional improvements around Old Town Timnath including a bypass parkway are being planned by others outside the scope of this Project.

Overall, the annexation of this Parcel will provide additional and improved transportation infrastructure in the vicinity of the Project to safely and efficiently address the traffic demands.

F. Impact on the Existing Storm Drainage System

The Fisher Property lies within the boundaries of the Boxelder Stormwater Authority, established to manage the Boxelder Creek Watershed, which encompasses more than 260 square miles. The Boxelder Watershed extends from southeast Fort Collins north into Wyoming, and includes unincorporated areas is Larimer County as well as the entire town of Wellington and portions of the cities of Fort Collins, Windsor and Timnath.
More than 5,000 acres of land in the Boxelder Creek Watershed are in the floodplain. There is a Stormwater Development Fee that is assessed on a one-time basis in conjunction with construction of new homes and monthly stormwater fees due for each developed unit once a new home is placed on a lot to cover the cost of providing and maintaining storm drainage.

Stormwater flows generated from the site will be increased with development and through the utilization of local and/or regional detention ponds, these flows will be reduced to historic rates to reduce downstream impacts. Additionally, water quality control measures will be used internally and at detention pond locations to ensure adequate water quality for discharged waters. Existing Flood Insurance Rate Maps indicate the presence of FEMA designated 100 year floodplain through a portion of the property.

The Boxelder Drainage is currently undergoing substantial improvements and a Conditional Letter of Map Revision is anticipated from FEMA at the end of 2014. A subsequent Letter of Map Revision is expected in the summer of 2015, formally removing all floodplains from the Fisher Property.

Contact information for the Boxelder Basin Regional Stormwater Authority is as follows:
Stan Myers, PE, Pinnacle Engineering Group, Inc. 5110 Granite Street, Suite C, Loveland, Colorado 80538.

G. Impact on Law Enforcement
As reported by Chief Sherri Wagner on February 25, 2014, development of the Fisher Property is anticipated to generate an increase in calls from residents to the Timnath Police Department. However due to the lack of specific detail associated with the annexation request, the Police Department could not estimate the potential magnitude of the increase at this time. Given trends at other new subdivisions in the Town, Chief Wagner indicated there will likely be an initial increase in domestic calls related to parking, noise, pets, and others by residents of the Fisher Property and nearby neighbors. The Chief also indicated she expects these calls to taper off over time, once residents become accustomed to living in their new neighborhoods in this part of Timnath. Unsignalized intersections on County Road 5, with a history of serious traffic accidents, may need signal improvements, but Chief Wagner did not have information for when those improvements are planned to occur.

H. Impact on Poudre Fire Authority
The existing fire station located in Old Town Timnath is staffed by a volunteer force, but the Poudre Fire Authority reports that this situation is slated to change to a career force in 12 to 18 months when a new fire station is constructed. In light of this planned expansion of service in the Town, the Poudre Fire Authority does not anticipate that, at the time of annexation, the Fisher Property will prompt the need for additional fire protection. Future on-site construction will comply with municipal building codes.

I. Impact on Town Park Facilities
The new park and recreation facilities planned to be constructed as a part of development at the Fisher Property will appropriately increase the Town’s network of parks, trails, and open spaces. These impending new additions will be developed in accordance with the Parks, Recreation, Open Space and Trails (PROST) Plan and the Land Use Code’s regulations regarding park, trail, and open space design.

J. Impact on the Environment
Research on the Natural Diversity Information Source website hosted by the Colorado Division of Wildlife indicated that Larimer County is generally home to species such as the Canadian Goose, Mule Deer, Black Tailed Prairie Dog, the Ring Necked Pheasant, and Preble’s Meadow Jumping Mouse. Further GIS analysis indicates that the Fisher Property is located within the overall range of the Black Tailed Prairie Dog, Mule Deer, Preble’s Meadow Jumping Mouse, Ring Necked Pheasant, and the White Tailed Deer. The site is also generally located within the winter range
of the Bald Eagle and the White Tailed Deer, and generally within the foraging area of the Canadian Goose. While the property is located within the broad range of these various species, no endangered species are known to inhabit the site. Additionally, portions of the Boxelder Drainage, which potentially carries the highest diversity of habitat, will be set aside as open space.

K. Economic Potential
As was discussed under point B above, the Fisher Property will have a substantial positive economic impact on the Town, producing an estimated $150,000 annually in property taxes, alone, at full build-out. Additional areas of income are also outlined above.

L. Compatibility with the Transportation Map
The Fisher Property will develop well within the planned transportation system for Timnath and the surrounding area. In the Larimer County Transportation Plan, County Road 5 is located along the east edge of the property and is planned to be an arterial road. County Road 42E located along the north edge of the property is not classified in the plan but included in this application as a collector road. Both of these primary roads planned in the immediate vicinity of the subject property will adequately accommodate the vehicle traffic associated with the Fisher Property build-out, as proposed land uses on the site are consistent with those anticipated in the Town’s Comprehensive Plan—low density residential and associated mixed uses. Internal streets will also be planned to meet Town standards for collector and local streets, as appropriate to provide circulation and access to all lots in the community.

M. Compatibility with the Comprehensive Plan
This proposed Annexation is generally compliant with the Town’s Comprehensive Plan 2013 and the Town of Timnath Development Design Standards for the I-25 Corridor. Compliance with the applicable portions of the aforementioned documents is outlined below.

- **Comprehensive Plan 2013**
  Comprehensive Plan 2013 is the most recent update to the Town’s Comprehensive Plan and is a response to approved plans supporting approximately 12 times the current population as well as the growth that continued through the recent economic downturn. The plan is constructed around five key areas: Land Use, Economy, Transportation and Infrastructure, Community Facilities and Services, and Parks and Recreation. The proposed Fisher Property annexation meets the intent and goals of those applicable items within the Comprehensive Plan. The following response identifies how this Annexation meets the applicable Comprehensive Plan criteria;

  **Land Use**

  **Goals, Objectives, and Actions**:

  - **Goal**: Develop land within Timnath by targeting non-residential development and allowing housing to develop based on market demand and the ability of the town to provide services.
  - **Objective**: New development, redevelopment, and infrastructure investment should strive to promote healthy and active lifestyles by providing or encouraging enhanced bicycle and pedestrian circulation, access, and safety along roads near areas of employment, schools, and parks.

  The plan for the Fisher Property will include an interconnected internal network of parks and trails, which will connect to the Town’s regional trail and open space network located in the southern portion of the site. This network will provide
pedestrian and bicycle access to Old Town Timnath and other economic and cultural centers of the community.

- **Objective**: Ensure that zoning changes conform to the Comprehensive Plan.

The applicant is seeking to annex and rezone the Fisher Property with land uses of R2: Single-Family Residential and MU: Mixed Use, which is consistent with the Town’s vision for the property as established in Comprehensive Plan 2013. The Comprehensive Plan indicates that the majority of the site will be LDR: Low Density Residential. The R2 zone permits a minimum lot size of 6,000 sf and this standard will be used throughout the R2 portion of the property. The proposed MU zoning is also directly compatible with the Comprehensive Plan’s MU designation for the remaining, central portion of the site. The southern portion of the site is located within the Boxelder Drainage and will be preserved as open space, accommodating the regional trail proposed in this area.

- **Goal**: Amend the Land Use Code to encourage quality development.
  - **Objective**: During the update of the development regulations, consider regulations that would require the appropriate public infrastructure and facilities to be programmed before new development is permitted.
    - **Action 33**: Require necessary transportation improvements needed to address the impacts of new development to occur concurrent with or prior to development.

The County Road 5 and County Road 42E rights of way will be dedicated as the property is platted. Additionally, required and negotiated transportation infrastructure improvements will be made at the time of development, to meet Town standards.

**Economy**

**Goals, Objectives, and Actions**:

- **Goal**: Require commercial and employment development in Timnath to occur in a manner and scale that enhances the community.

This annexation, zoning, and concept plan application proposes a pattern of growth and land use that places new residences proximate to Old Town Timnath, while the development’s mixed use area will include the potential for lower intensity commercial uses and community amenities. These uses should provide support in the Fisher Property community but not fundamentally compete with the economic vitality of Old Town or other economic centers in the Town.

- **Goal**: Enhance the quality of community amenities as a means of ensuring Timnath’s attractiveness to future employers.
  - **Objective**: Continue to pursue pathway and trail development and extensions throughout the GMA [Growth Management Area].
The design for the Fisher Property focuses attention on open space amenities and the regional trail network, providing residents with pedestrian and bicycle access to workplaces in the greater Timnath area.

Transportation and Infrastructure
Goals, Objectives, and Actions:

- Goal: Develop a well-balanced transportation system that supports automobile, pedestrian, and bicycle movement.
- Objective: Provide on- and off-street bicycle lanes as well as sidewalks along urban streets throughout the community.
  - Action 4: Require sidewalks on all streets in development approvals. All street reconstruction should include sidewalks.

Streets in the Fisher Property will comply with the Town’s required street sections, in accordance with the Town of Timnath’s Design Criteria Manual, including sidewalks where specified.

- Action 5: Consider alternative transportation projects when prioritizing future parks, open space, and trails for the Parks, Recreation, Open Space and Trails Plan.

Design for the Fisher Property began by first setting aside portions of the Boxelder Drainage as open space, designating it as a trail corridor in accordance with the PROST Plan, and allowing connections of internal pedestrian and bicycle networks to the regional trail contained in the open space.

- Objective: Develop a safe and efficient transportation system utilizing complete streets where feasible.
  - Action 6: Design street cross-sections to include easily identifiable spaces for all users: drivers, pedestrians, and bicycles, as appropriate.

Required Town street standards have designated travel lanes for automobiles, pedestrians, and bicycles and, where appropriate, these standards will be applied to the Fisher Property.

- Objective: Develop a continuous system of bicycle lanes and trails that connect the Downtown Core, New Town Center, activity centers and developing neighborhoods.

The plan for the Fisher Property addresses this objective, and a number of following objectives and actions, by providing for the relevant portions of the regional trail which the PROST Plan designates for the site. This trail, in tandem with other future designed bike lanes adjacent to existing and future roads, will tie the development to the Town’s growing trail network.
Community Facilities and Services

Goals, Objectives, and Actions:

- **Goal:** Coordinate with special districts and authorities that provide community services to ensure an appropriate level of service is maintained as the Town grows.

  Police protection for the Fisher Property will be provided by the Timnath Police Department. Emergency medical facilities are currently located approximately five miles from the site at the Poudre Valley Hospital, located at 1024 S. Lemay Ave., Fort Collins, CO 80524. A secondary urgent care clinic, the Harmony Urgent Care Center, is also located approximately five miles from the site at 2127 E. Harmony Rd., Fort Collins, CO 80528. Both are operated by University of Colorado Health. Fire protection and emergency services are provided by the Poudre Fire Authority. Public schools are provided by the Poudre School District. Water will be provided by the East Larimer County Water District and sanitary sewer will be provided by the Boxelder Sanitation District.

- **Goal:** Cooperate with the school district in planning the location, siting and development of new schools to keep current with a growing population.

  Education services are currently provided by the Poudre School District, and as of today, any children living at the Fisher Property and involved with the public education system would attend Timnath Elementary School, Preston Middle School, and Fossil Ridge High School. There is currently no Intergovernmental Agreement (IGA) between the Town and the Poudre School District for land dedication requirements, though the two entities have a good working relationship to successfully negotiate school land dedication resolutions for development projects in the Town. Land dedications or payment of cash in lieu of dedications for the Fisher Property to offset any impacts to the school district will be established based on Town criteria and/or negotiated between the applicant and the Town, per the standards established in Article 2 of the Land Use Code, during the platting process when the final number of dwelling units is established and the estimated number of residents is established.

- **Goal:** Cooperate with the Poudre Fire Authority on preparation of the site plan for the new station to ensure coordination for location and access for emergency vehicles.

  The existing fire station located in Old Town Timnath is staffed by a volunteer force, but the Poudre Fire Authority reports that this situation is slated to change to a career force in 12 to 18 months when a new fire station is constructed. In light of this planned expansion of service in the Town, the Poudre Fire Authority does not anticipate that, at the time of annexation, the Fisher Property will prompt the need for additional fire protection.

Parks, Recreation and Open Space

Goals, Objectives, and Actions:

- **Goal:** The Town will build upon its natural assets in providing a connected, balanced system of parks, trails, open space and recreation facilities this is equitably distributed and accessible to all residents.
This goal, and many of the subsequent objectives and actions contained in this portion of the Comprehensive Plan, outline park dedication requirements which are also echoed in the Town’s Land Use Code. These size, siting, and design standards will be met as the Fisher Property moves from concept planning into the platting process.

- **Goal:** Provide safe, enjoyable and comprehensive bicycle and pedestrian connections throughout Timnath.
  - **Objective:** Provide a multi-purpose community-wide core trail system that connects major destinations (e.g. neighborhood and community parks, regional trail systems, open space areas, recreation centers, schools, downtown, major event centers, etc.) and provides opportunities for trail loops with areas of interest along the route.

The open space portion of the Fisher Property will include a regional trail, as described in the PROST Plan, which will ultimately provide access to major destinations in the Town as well as the Town’s proposed loop trails. The park dedication standards included in the Comprehensive Plan were first established in the PROST Plan and will be met by the Fisher Property, as appropriate. Additionally, the PROST Plan includes results of a November 2010 community survey, indicating the priorities of the community. Highly important park elements were walking paths, multi-purpose trails, playgrounds, gathering spaces, and turf areas which, among other features, will be incorporated into the plans for parks and open spaces on the Fisher Property, as appropriate.

- **Objective:** Connect neighborhood parks and neighborhood schools to a community-wide trail system with neighborhood connector (local) trails that are provided for and maintained by private development (where feasible and appropriate in the context of the neighborhood design).

An internal network of trails and sidewalks will provide for internal pedestrian and bicycle circulation and will connect to the regional trail corridor, as appropriate. Maintenance will be addressed at the time of Preliminary Plat.

- **Objective:** Establish standards for open space corridors associated with various types of trails, and location trails to provide pleasant and safe experiences.
  - **Action 20:** Include designated open space and trails as part of the design for new developments.

Portions of the Boxelder Drainage will be preserved as open space, as well as other areas that are identified within the property at a later time. A regional trail will be situated in the open space, as identified in the Concept Map, in order to provide access to the open space and the greater Timnath-area trail network.

- **Goal:** Develop and maintain parks, trails and recreational facilities in an environmentally sensitive manner.
Objective: Place emphasis on the use of non-irrigated landscapes, native species and low water plant material.

Where feasible, natives plant species and low-water requirement plants will be used to reduce the irrigation needs of the Fisher Property.

Town of Timnath Development Design Standards for the I-25 Corridor
The Town of Timnath Development Design Standards for the I-25 Corridor establishes requirements for future development along the I-25 corridor within one mile of the interstate. The Fisher Property falls within the jurisdiction of these standards and meets their criteria, as is established below:

I. INTRODUCTION
B: Corridor Design Principles
Principles:

- **Principle 2:** Coordinate local and regional transportation investment to increase future mobility and more choices within the Corridor.

  The I-25 standards establish a preference for a north-south roadway system, which will serve as a future alternative to the interstate. Located on County Road 5, the Fisher Property fronts onto and gains primary access from such a corridor that is planned to be further enhanced as a bypass arterial around Old Town Timnath.

- **Principle 3:** Preserve natural areas, open lands, and views that contribute to the open character of the corridor.

  Contained within the Fisher Property is the Boxelder Drainage, portions of which will be designated as open space. Given the Town’s requirement that 20% of the site be dedicated to the Town as open space, additional lands will be dedicated for open space during the platting process. Trail access to, and through, the open space will provide for recreation and enjoyment of the residents, while the open space’s general east-west alignment visually breaks up the developed area for motorists on the interstate and on County Road 5.

III. LOCATIONAL STANDARDS
D: Preferred Location of Residential Uses

1. Single Family Residential:
   - **Timnath Locational Standard:** Building envelopes containing low-density residences such as single family homes or duplexes shall not be located within ¼ mile of the I-25 right-of-way.

   The entirety of the Fisher Property is located greater than ¼ mile from the I-25 right-of-way, therefore single family homes or duplexes are permitted land uses.
2. Multi-Family Residential:

- **Timnath Locational Standard:** Multi-family residential uses shall be located within or adjacent to mixed-use activity centers, where employment, retail/commercial services, schools, recreation, transit service, and other amenities are available.

Future multi-family residential uses may be constructed in the Mixed Use zone on the property. This future zoning has been established in the Comprehensive Plan for the GMA and has been carried forward in this application.

E: Preferred Location of Non-Residential Uses

1. Commercial and Retail Development:

- **Timnath Locational Standard:** Commercial and retail development shall be concentrated within activity centers and discouraged in a linear “strip” form along frontage roads.

Any commercial or retail development constructed in the Fisher Property will be located in the MU zone, which is not accessed by an I-25 frontage road and is rather primarily served by County Road 5.

V. DESIGN STANDARDS FOR AREAS IN BETWEEN ACTIVITY CENTERS

C: Resource Protection

1. Protection of Natural Features, Resources, and Sensitive Areas:

- **Timnath Standard:** Development shall not be located in the 100-year floodplain or delineated wetland boundaries as defined by the Town of Timnath unless mitigation measures have been undertaken in accordance with the Timnath Town Code.

Improvements will not be made in the 100-year floodplain, though it is anticipated that as a result of improvements to the Boxelder Drainage, the entire floodplain will be removed from FEMA’s maps at the end of summer 2015.

2. Preservation of Existing Trees and Vegetation:

- **Timnath Standard:** To the extent feasible, existing significant trees and vegetation shall be preserved.

Where feasible, significant existing vegetation on the Fisher Property will be preserved, though the current grazing and agricultural use of the property functionally means that there are no significant trees or vegetation.

D: Development Pattern/Site Layout

2. Setbacks from I-25:

*Intent:* Non-residential development occurring in between activity centers should be set back from frontage roads and the I-25 right-of-way to help deter linear, strip development patterns from connecting activity centers, minimize impacts on views, and maintain a more open character. Development should also be clustered towards the rear of the site where possible, to help achieve this goal.
While the Fisher Property is not located in a designated activity center in the I-25 standards, the MU portion of the site is located on the eastern portion of the property and is therefore screened from the interstate by internal residential development.

7. Fencing and Walls:

Timnath Standard: In residential subdivisions visible from I-25, perimeter fencing shall be of an open style, such as 2, 3, or 4 rail, split rail, wood post, or other fencing as allowed in the Timnath Town Code….

Any perimeter edge fencing visible from I-25 will primarily be of an open, rural character so as not to block views of the mountains from residents and to be generally consistent with the architectural character and requirements of the Town.

N. Compatibility with the Town’s Land Use Code

This Annexation Application is generally compliant with all applicable Town of Timnath codes and standards. Compliance with the applicable portions of the Land Use Code is outlined below.

- **Timnath Land Use Code**
  
  **Article 2 – Community Design Principles**
  The Fisher Property intends to meet the principles and guidelines of the Community Design Principles portion of the Land Use Code. The following outlines the guidelines that are applicable at this stage in the development process and how this development meets the intent of those guidelines.

  - **16.2.2 Vision and Intent:** …to create a vital, cohesive, well-designed community in order to preserve and enhance its small-town character…

    The design for the Fisher Property will comply with the vision and intent of the Timnath Land Use Code to the extent feasible, given the constraints of the site and the intentions of the proposed development. Where appropriate, the plan will include a modified orthogonal street pattern, echoing the traditional walkable forms in the Town, including street trees and sidewalks. Viewsheds of the mountains will be generally preserved through the open space, while parks and public spaces located throughout the neighborhood will create an open, friendly environment where neighbors can get to know one another.

  - **16.2.5 Urban Growth Area:**
    - **A: Intent:** The goal of the town is to direct growth within the established Growth Management Area.

    The Fisher Property is located in the GMA, which identifies two future land uses for the site, including Low Density Residential and Mixed Use. The applicant is seeking R2 Single-Family Residential zoning and MU Mixed Use zoning for the property, consistent with the Comprehensive Plan and the Town’s identified objectives for the site. Additionally, by complying with the Town’s vision, the Fisher Property will help the Town achieve other stated ancillary objectives, including a reduction in vehicle miles traveled, the preservation of natural areas, an efficient use of Town infrastructure, the promotion of infill development, and the development of neighborhoods with unique identities.
16.2.6 Neighborhood Design Principles: These principles encourage the creation of viable neighborhoods that connect with each other and the integration of projects into the older areas of town.

- **B. Neighborhood Structure:**
  Per the Town’s design principles, The Fisher Property design will generally include an interconnected network of trails, pedestrian-oriented streets, a variety of housing types, parks and open space, and tree lawns on roads, where feasible.

- **C. General Provisions:**
  The first of the Town’s design principles is that every neighborhood should have an activity center “...to draw people together” (p. 16-2-5). The mixed use portion of the neighborhood will have the opportunity to function as a community center and, with the potential for a slightly higher intensity of land use, will establish a sense of place. Because the mixed use area is centrally located, it will help to “…mark the transition into and out of the neighborhood...” (p. 16-2-5), and because it permits a larger range of residential development types, will help to foster a mix of types dwelling units. The objective in the mixed use area is not to compete with businesses located in Old Town Timnath or to become a commercial center on its own, but rather to offer a small variety of supporting non-residential land uses and to possibly provide some neighborhood services. The Fisher Property will comply with other design principles by designing streets as public spaces through the use of sidewalks and tree lawns, offering a bicycle network and connections to the regional trail identified in the PROST Plan, mixing land uses, and respecting the natural topography of the site by setting aside portions of the Boxelder Drainage as open space.

16.2.10 Sidewalks, Multi-Use Pathways and Trails:

- **B. General Provisions:**
  The plan for the Fisher Property provides for an “interconnected network” (p. 16-2-14) of trails and paths, as prescribed by the Land Use Code. Trail elements will include a neighborhood-wide network of walks and trails, which will lead pedestrians and cyclists to the regional trail located in the open space and to separate automobile traffic from pedestrian and bicycle traffic, where practical. Additionally, the plan will generally comply with the other design requirements of the code, including trail engineering standards.

16.2.12 Parks and Open Space:

- **B. Types of Parks and Open Space:**
  By developing a number of types of parks, trails, and open spaces the Fisher Property intends to provide residents with opportunities for recreation and the chance to enjoy the outdoors, while also creating new parks and trails for the Town’s park network. Trails will run throughout the neighborhood and will connect to the regional trail that will generally provide regional connectivity.

- **C. General Provisions:**
  Adequate public access will be provided to open space within the Fisher Property, while any pocket parks will be easily accessible for residents. Views of open space and the mountains will be maintained when possible, and the easements on-site may become community open space or trail amenities.
16.2.15 Landscape Design:

- **A. Intent:** To preserve the Town’s character and integrate and enhance new development by promoting quality landscape design....

Consistent with the Town’s landscape design standards, landscaping for the Fisher Property will help establish a neighborhood identity, create pleasant tree-lined streets, and will minimize water demands, particularly in open spaces and naturalized areas. Natural features will be emphasized and enhanced, while new entry monumentation will help establish a unique neighborhood identity and establish a sense of place. Vehicle sight triangles and other safety issues will also be incorporate into the design.

**Article 3 – Zoning**

The Fisher Property Annexation Application has been prepared based on the Town of Timnath standards and regulations, including the zoning code. Every effort was made to address these standards as well as possible at this stage of the development review process. Future stages of the development process for the Fisher Property will focus on meeting the Town of Timnath’s high standards for quality planning and design.

**O. Adjacent Land Uses**

The Fisher Property and all 25 parcels located within five hundred (500) feet of the property are located within Larimer County and are currently zoned FA-1 Farming, according to the Larimer County Zoning Map. The current zoning permits a variety of agricultural, residential, institutional, and other uses of generally rural character. There are no anticipated conflicts in land use between the Fisher Property and neighboring land uses. The proposed land use is consistent with the Town’s proposed future development scenario, as shown in the Comprehensive Plan on the Revised Future Land Use Map.
GENERAL DEVELOPMENT INFORMATION

Design Rationale and Compliance with the Comprehensive Plan:

The Fisher Property is a 238.74 acre site located north of Old Town Timnath on County Road 5. Consistent with the Town’s Comprehensive Plan 2013, the majority of the site has been designated as low density, single-family homes. This area is proposed to be zoned R2 Residential. A central area is proposed to be zoned MU Mixed Use and will include a variety of home types, with the general density tapering to single-family detached homes at the edge of the district. The MU zone may also include parks, a community recreation center, central gathering spaces, and entry monumentation. The southern portion of the site will likely be open space and is a possible location for a community park. The development will include a variety of trails, parks, and open spaces, which will provide opportunities for recreation and pedestrian/bicycle circulation outside of the formal road network. For a more thorough analysis of how the Fisher Property complies with the Town’s key planning documents, please refer to the attached Annexation Assessment Report that outlines in detail how the Fisher Property design meets the standards of the Town and furthers the Town’s long-term planning objectives.

Proposed Density:

The Fisher Property will comply with the density standards for each zone on the property. In the case of R2 Residential, which comprises approximately 56% of the site, the minimum lot size is 6,000 sf. The MU zone permits smaller lot sizes, and therefore higher possible density in the center of the site. Please refer to the Land Use Summary table on Sheet 2 in the Sketch Plan for more information on this subject. No more than +/-750 dwelling units are proposed for the site as a whole.

Drainage and Stormwater:

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

Water and Taps:

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

Commercial Mineral Deposits:

There are no known commercial mineral deposits on the site.
Floodplain Hazards:

Currently the Boxelder Drainage floodplain and floodway encompass the southern portion of the Fisher Property. The Boxelder Drainage is currently undergoing substantial improvements and a Conditional Letter of Map Revision is anticipated from FEMA at the end of 2014. A subsequent Letter of Map Revision is expected in the summer of 2015, formally removing all floodplains from the Fisher Property. Currently the Boxelder Drainage floodplain and floodway encompass the southern portion of the property.

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

Sincerely,
Norris Design

Mitch Black
Principal

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SOUTHEAST QUARTER OF SECTION 22;
THENCE NORTH 89°46'15" EAST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 2,631.12 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER AND A POINT ON THE TOWN LIMITS OF THE TOWN OF TIMNATH;
THENCE SOUTH 00°03'13" EAST ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 AND ALONG SAID TOWN LIMITS A DISTANCE OF 2,647.76 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 27;
THENCE SOUTH 00°08'45" EAST ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 27 AND CONTINUING ALONG SAID TOWN LIMITS A DISTANCE OF 998.42 FEET;
THENCE SOUTH 89°51'15" WEST A DISTANCE OF 198.00 FEET;
THENCE SOUTH 00°08'45" EAST A DISTANCE OF 237.00 FEET;
THENCE NORTH 89°51'15" EAST A DISTANCE OF 198.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 27 AND SAID TOWN LIMITS;
THENCE SOUTH 00°08'45" EAST ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 27 AND CONTINUING ALONG SAID TOWN LIMITS A DISTANCE OF 1,330.25 FEET;
THENCE NORTH 89°56'10" WEST A DISTANCE OF 1,316.03 FEET;
THENCE NORTH 00°06'28" WEST A DISTANCE OF 1,914.41 FEET;
THENCE NORTH 28°26'45" WEST A DISTANCE OF 729.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22;
THENCE SOUTH 89°43'34" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 967.83 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH 00°06'26" WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 2,649.79 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS A CALCULATED AREA OF 10,399,692 SQUARE FEET, OR 238.74 ACRES.
MORE OR LESS.
FISHER PROPERTY SKETCH PLAN


LAND USE SUMMARY

<table>
<thead>
<tr>
<th>PLANNING</th>
<th>PROPOSED</th>
<th>ACREAGE</th>
<th>PERCENT (%)</th>
<th>MINIMUM LOT SIZE (SF)</th>
<th>MAX UNITS</th>
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<tbody>
<tr>
<td>A</td>
<td>FA1</td>
<td>21.9</td>
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<tr>
<td>B</td>
<td>FA1</td>
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<td>26.7%</td>
<td>1,820 SFA; 4,500 SFD</td>
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<tr>
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<td>OPEN SPACE</td>
<td>FA1</td>
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<tr>
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<tr>
<td>TOTAL</td>
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<td>213.7</td>
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LAND USE BY ZONE

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<td>MU</td>
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<tr>
<td>OPEN SPACE</td>
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<td>13.5%</td>
</tr>
<tr>
<td>RIGHT-OF-WAY</td>
<td>0.2</td>
<td>0.3%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>213.7</td>
<td>100%</td>
</tr>
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NOTES:

1. This property was rezoned from R2 to FA-1 due to small lot requirements.
2. Owner: Brents Ranch Limited Liability Company
3. Parcel Number: 8727000017
4. Zoning: FA-1 Farming
5. Owner: Brents Ranch Limited Liability Company
6. Parcel Number: 8727000002
7. Zoning: FA-1 Farming
8. Owner: Blum, Andrew M and Judi R
9. Parcel Number: 8727000011
10. Zoning: FA-1 Farming
11. Owner: Trionfera, Louis M and Mary E
12. Parcel Number: 8727200007
13. Zoning: FA-1 Farming
14. Owner: Van Dyk/Vos LLC
15. Parcel Number: 8722000006
16. Zoning: FA-1 Farming
17. Owner: Van Dyk/Vos LLC
18. Parcel Number: 8722000009
19. Zoning: FA-1 Farming
20. Owner: Phillips, H R and Neva J
21. Parcel Number: 8722206701
22. Zoning: FA-1 Farming
23. Owner: Willis Betty Family Limited Partnership
24. Parcel Number: 8722100003
25. Zoning: FA-1 Farming
26. Owner: Willis Betty Family Limited Partnership
27. Parcel Number: 8722100002
28. Zoning: FA-1 Farming
29. Owner: Villard, Arthur L and Christine L
30. Parcel Number: 8723205001
31. Zoning: FA-1 Farming
32. Owner: Allison Estates LLC
33. Parcel Number: 8723336001
34. Zoning: FA-1 Farming
35. Owner: Allison Estates LLC
36. Parcel Number: 8723336002
37. Zoning: FA-1 Farming
38. Owner: Martindale, Jason A
39. Parcel Number: 8723335050
40. Zoning: FA-1 Farming
41. Owner: Gheen, Kenneth M and Deborah F
42. Parcel Number: 8726005701
43. Zoning: FA-1 Farming
44. Owner: Paradise Ranch LLC
45. Parcel Number: 8726205703
46. Zoning: FA-1 Farming
47. Owner: Dillman, Gerald G and Virginia E
48. Parcel Number: 8726005702
49. Zoning: FA-1 Farming
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF LARIMER, STATE OF COLORADO

POSSIBLE COMMUNITY TRAIL ALIGNMENT
(INTERNET PLAN)

POSSIBLE ROADSIDE TRAIL ALIGNMENT
(INTERNET PLAN)

POSSIBLE NEIGHBORHOOD TRAIL ALIGNMENT

POSSIBLE ROADSIDE TRAIL ALIGNMENT

POSSIBLE NEIGHBORHOOD TRAIL ALIGNMENT

FISHER PROPERTY SKETCH PLAN

COUNTY ROAD 5
COUNTY ROAD 42E

DATE: 04/11/2014
SHEET NUMBER:

BLAKE CARLSON
10261 ARAPAHOE RD.
LAFTTON, CO 80026
303.809.7930
Blake@carlsonld.com

CONCEPTUAL LANDSCAPE AND OPEN SPACE PLAN

3 OF 3

SKETCH PLAN

FISHER PROPERTY

4,900'

4,890'

90.0’

45 W. 2ND AVE.
DENVER, CO 80223
WWW.JANSENSTRAWN.COM
303.561.3333

PLANNER:
ENGINEER:

DEVELOPER:
CARLSON LAND DEVELOPMENT
BLAKE CARLSON
10261 ARAPAHOE RD.
LAFFTON, CO 80026
303.809.7930
BLAKE@CARLSONLD.COM

RELATED PLANS:

PER ALBERTO LOPEZ PLAN

PER PROST PLAN

PER PROST PLAN

PER PROST PLAN

PER PROST PLAN

PER PROST PLAN

PER PROST PLAN

PER PROST PLAN

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PER PROST PLAN

PER PROST PLAN

PER PROST PLAN

PER PROST PLAN
EXECUTIVE SUMMARY: This ordinance is to authorize the vacation of existing utility easements on property located in Timnath Ranch Subdivision, 4th Filing. Town Staff is reviewing an Administrative Plat for the creation of one larger lot within the Timnath Ranch 4th Filing Subdivision by merging lots 4, 5, and 6. The plat intends to remove the interior lot lines and associated easements and dedicate new easements with the plat. It also provides for an emergency access easement. Per the Land Use Code, an Administrative Plat cannot change existing easements. In addition, per the Charter, an ordinance is required for the Town to dispose of any interests it has in real property, including easement interests.

STAFF RECOMMENDATION: Staff recommends the approval of the ordinance to vacate the easements in advance of the administrative plat process.

KEY POINTS/SUPPORTING INFORMATION:

<table>
<thead>
<tr>
<th>Owner:</th>
<th>Meyers Properties, LLC</th>
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<tbody>
<tr>
<td>Applicant:</td>
<td>Jeff Meyers</td>
</tr>
<tr>
<td>Location:</td>
<td>East of and adjacent to Three Bell Parkway; south of and adjacent to Iron forge Drive; west of and adjacent to Goodman Street in the Timnath Ranch Subdivision, 4th Filing</td>
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<tr>
<td>Application Type:</td>
<td>Administrative Plat</td>
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<tr>
<td>Parcel Size (Acres):</td>
<td>Approximately 3 acres</td>
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<td>Case Number:</td>
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<table>
<thead>
<tr>
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<tr>
<td>Application Submitted</td>
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<tr>
<td>Acceptance of Application</td>
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<td>11/11/2013</td>
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<tr>
<td>Referral Agency Notification</td>
<td>Referral comments were due by 11/29/13</td>
<td>11/11/2013</td>
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<tr>
<td>Comments Issued</td>
<td>Comments submitted to applicant on 04/28/2014</td>
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<tr>
<td>Town Council</td>
<td>1st Reading</td>
<td>05/13/2014</td>
</tr>
<tr>
<td>Town Council</td>
<td>2nd Reading</td>
<td>05/27/2014</td>
</tr>
</tbody>
</table>
SERVICES:

Water: Fort Collins – Loveland Water District
Sewer: South Fort Collins Sanitation District
Fire: Poudre Fire Authority
Special Districts: None

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>I-1; Iron Forge Drive</td>
<td>Light Industrial</td>
</tr>
<tr>
<td>South</td>
<td>Larimer County C-3; I-1</td>
<td>Commercial; Light Industrial</td>
</tr>
<tr>
<td>East</td>
<td>I-1; Goodman Street</td>
<td>Light Industrial</td>
</tr>
<tr>
<td>West</td>
<td>Agricultural (FA-1); Three Bell Parkway</td>
<td>Residential/farming; Three Bell Parkway</td>
</tr>
</tbody>
</table>

Existing Zoning: I-1
Existing Land Use: Vacant
Proposed Zoning: Unchanged
Proposed Land Use: Light Industrial

Future Approvals/Processes:
1. Site Plan– On Planning Commission Agenda 05/20/2014

Administrative Plat Review Criteria:
The Town shall use the following criteria in addition to other applicable provisions of this Code to evaluate the applicant’s Administrative Plat application:

Administrative Plat Purpose.
The purpose of the Administrative Subdivision Plat is to provide a simple administrative subdivision process to:

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

ATTACHMENTS:
1. Ordinance 9, Series 2014
2. NoCo Storage Administrative Plat
3. NoCo Storage Site Plan
TOWN OF TIMNATH

ORDINANCE NO. 9, SERIES 2014

AN ORDINANCE DISPOSING OF REAL PROPERTY
INTEREST IN NOCO STORAGE PROJECT EASEMENTS

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

WHEREAS, pursuant to Section 15.4 of the Charter, subject to certain limitations, the Town Council shall approve the purchase, sale, exchange or disposition of any interest in real property by ordinance; and

WHEREAS, the Town Council desires to approve the disposal and vacation of its real property interest those certain utility easements encumbering Lots 4, 5, and 6, Block 1, Timnath Ranch Subdivision 4th Filing (collectively, “Lots 4, 5, and 6”), in order to facilitate development of the NoCo Storage Project, as more particularly described on Exhibit A hereto.

WHEREAS, the Town Council desires that the disposal and vacation of said real property interest occur in the future incident to the replatting of Lots 4, 5, and 6; and

WHEREAS, all other utility providers with interest in said easements described on Exhibit A have also agreed to the disposal of their real property interests by acknowledgement on the plat that vacates said easements.

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

Section 1. The Town Council hereby approves the disposal and vacation of the Town’s interest in those certain utility easements encumbering Lots 4, 5, and 6 as depicted on Exhibit A as such time as Lots 4, 5, and 6 are replatted.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON MAY 27TH, 2014 AT THE TIMNATH TOWN ADMINISTRATIVE BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 13TH DAY OF MAY, 2014.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON MAY 27, 2014.
TOWN OF TIMNATH, COLORADO

____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

____________________________________
Milissa Peters, Town Clerk
EXHIBIT A

Timnath Ranch Subdivision, 4th Filing Plat
[Attached]
LEGAL DESCRIPTION:
A tract of land being a replat of Block 1 and a portion of Goodman Drive, Timnath Ranch Subdivision, located in Section 1, Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado.

DEDICATION OF PUBLIC PROPERTY
The owner of the real property described in this plat has conveyed the real property to be occupied, dedicated and dedicated as the basis of TIMNATH RANCH SUBDIVISION FOURTH FILING, and these hereby granted, granted, and forever more in trust to the Town of Timnath for public use as streets, alleys, sidewalks, and other public ways and places.

OWNER: Timnath Ranch, LLC, a Colorado Limited Liability Company.
Manager: Charles L. Block

SURVEYOR'S CERTIFICATE
Charles L. Block, P.E., certifies that the platting of the plat was performed by me, under my own supervision, and that the plat has been prepared to comply with all applicable laws of the State of Colorado and the Town of Timnath by an engineer registered in the State of Colorado and the Town of Timnath.

NOTARIAL CERTIFICATE
The signatures on the plat were acknowledged before me on the 26th day of July, 2003, by Charles L. Block, P.E., Manager of Timnath Ranch, LLC, a Colorado Limited Liability Company.

NOTARIAL CERTIFICATE
The signatures on the plat were acknowledged before me on the 29th day of May, 2003, by Charles L. Block, P.E., Manager of Timnath Ranch, LLC, a Colorado Limited Liability Company.

PHYSICAL APPROVAL:
Utility easements are adequate as shown and are hereby approved.

NOTES:
1. The property platted herein is or may be subject to the rights of several mineral tenants consisting of oil and gas production. Purchaser should conduct appropriate due diligence on this matter.
2. Upon development of the 6th, 7th, and 8th blocks, a surveyor's report shall be submitted to the Planning Commission and the Town Council.
3. The plat is subject to the approval of the Town Council in accordance with the Town Code.
4. FLOOD-ZONE DESIGNATION: According to FIRM Panel 1014 for Larimer County, dated December 31, 1996, a portion of the land is within a FEMA designated flood plain zone A. (A-1) and is subject to regulatory requirements by the NFIP, national flood insurance program.
FINAL PLAT OF TIMNATH RANCH SUBDIVISION FOURTH FILING

A TRACT OF LAND BEING A REPLAT OF BLOCK 1 AND A PORTION OF GOODMAN DRIVE, TIMNATH RANCH SUBDIVISION THIRD FILING
LOCATED IN SECTION 1, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO.

CURVE TABLE

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LINE TABLE

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<tr>
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<td>10.10'</td>
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<tr>
<td>L5</td>
<td>560°00'00&quot;E</td>
<td>38.62'</td>
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<tr>
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<td>560°00'00&quot;E</td>
<td>43.99'</td>
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<tr>
<td>L7</td>
<td>560°00'00&quot;E</td>
<td>111.52'</td>
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<td>27.98'</td>
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SYMBOL LEGEND

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# TOWN COUNCIL COMMUNICATION

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<thead>
<tr>
<th>Meeting Date:</th>
<th>April 22, 2014</th>
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<tbody>
<tr>
<td>Item: EXECUTIVE SESSION:</td>
<td>“For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”</td>
</tr>
<tr>
<td>Presented by:</td>
<td>Gary White</td>
</tr>
<tr>
<td>Ordinance</td>
<td>☐</td>
</tr>
<tr>
<td>Resolution</td>
<td>☐</td>
</tr>
<tr>
<td>Discussion</td>
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**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