TOWN OF TIMNATH
TOWN COUNCIL
Tuesday, June 10, 2014, 6:00 p.m.
Meeting will be held at Timnath Administration Building,
4800 Goodman Street, Timnath, Colorado

1. CALL TO ORDER AND ROLL CALL
   Mayor  Jill Grossman-Belisle
   Councilmember    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 May 27, 2014, Town Council Meeting Minutes
   b. Approval of the Check Register

5. REPORTS
   a. Mayor and Council

6. ORDER OF BUSINESS:
   a. RESOLUTION NO. 31, SERIES 2014, A resolution Appointing Members to the Town of Timnath Planning Commissioners
      Presented by Matt Blakely, Contracted Town Planner

   b. ORDINANCE NO. 10, SERIES 2014, SECOND READING, PUBLIC HEARING, An Ordinance Amending Chapter 8, Article I, Section 8.1.2(C) of the Timnath Municipal Code
      Presented by the Contracted Town Attorney

   c. RESOLUTION NO. 32, SERIES 2014, A Resolution Approving the Administrative Review Fee Agreement Form
      Presented by Matt Blakely, Contracted Town Planner

   d. RESOLUTION NO. 34, SERIES 2014, A Resolution Approving the payment of Matching Funds related to the Sixth Amendment to the Fort Collins / Timnath IGA
      Presented by Don Taranto, Contracted Town Engineer

   e. RESOLUTION NO. 35, SERIES 2014, A Resolution Approving the Settlement Agreement with Timnath Ranch, LLC
f. RESOLUTION NO. 36, SERIES 2014, A Resolution Appointing the Districting Commission
Presented by the Contracted Town Attorney

g. 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

h. 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 IS TABLED UNTIL A FUTURE DATE

7. ADJOURNMENT
1. CALL TO ORDER AND ROLL CALL:
Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, May 27, 2014 at 6:02 p.m.

Present:
- Mayor Jill Grossman-Belisle
- Councilmember Bill Neal
- Councilmember Aaron Pearson
- Councilmember Paul Steinway
- Councilmember Bryan Voronin

Also Present:
- April Getchius, Town Manager
- Milissa Peters, Town Clerk
- Matt Blakely, Contracted Town Planner

2. AMENDMENTS TO THE AGENDA:
a. No amendments

3. PUBLIC COMMENT ON NON-AGENDA ITEMS:
a. Kerrie Hilgefort, 5032 Fifth Avenue, asked that the Town sweep Main Street.

4. CONSENT AGENDA:
a. Approval of the May 13, 2014, Town Council Meeting Minutes
b. Approval of the Check Register

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

5. REPORTS:
a. Mayor/Council – NONE
b. Staff – Included in the packet
6. ORDER OF BUSINESS:
   a. ORDINANCE NO. 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
      TABLED
   b. ORDINANCE NO. 9, SERIES 2014, SECOND READING, PUBLIC HEARING, An Ordinance Disposing of Real Property Interest in NOCO Storage Project Easements
      Mayor Grossman-Belisle opened the public hearing at 6:07 p.m.
      Staff Comments:
      • Mr. Blakely spoke to Council about the proposed ordinance.
      Mayor Grossman-Belisle closed the public hearing at 6:08 p.m.
      Councilmember Steinway moved to approve ORDINANCE NO. 9, SERIES 2014, FIRST READING, An Ordinance Disposing of Real Property Interest in NOCO Storage Project Easements. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.
   c. ORDINANCE NO. 10, SERIES 2014, FIRST READING, An Ordinance Amending Chapter 8, Article I, Section 8.1.2(C) of the Timnath Municipal Code and set a public hearing on June 10, 2014, at 6:00 p.m.
      Town Council Questions and Comments:
      • Mayor Grossman-Belisle asked that staff explain the ordinance differences for the public hearing.
      • Councilmember Neal asked that the information be posted on the Town website.
      Councilmember Neal moved to approve ORDINANCE NO. 10, SERIES 2014, FIRST READING, An Ordinance Amending Chapter 8, Article I, Section 8.1.2(C) of the Timnath Municipal Code and set a public hearing on June 10, 2014, at 6:00 p.m. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.
   d. EXECUTIVE SESSION: “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”
      Councilmember Pearson 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 Steinway seconded the motion. The motion passed unanimously by voice vote.

Council went into executive session at 6:18 p.m.
The regular meeting reconvened at 7:02 p.m.

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 7:03 p.m.


TOWN OF TIMNATH

_____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_____________________________________
Milissa Peters, Town Clerk
Report Criteria:
Invoices with totals above $0.00 included.
Only unpaid invoices included.

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### Town of Timnath

**Payment Approval Report - check register**


Jun 03, 2014 04:40PM

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Total Xcel Energy: 6,711.43

Grand Totals: 332,403.60

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Dated: ________________________________

Mayor: ________________________________

City Council: ________________________________

City Recorder: ________________________________

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Report Criteria:

Invoices with totals above $0.00 included.

Only unpaid invoices included.
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<th>Meeting Date:</th>
<th>Item: Planning Commissioner Appointment</th>
<th>Ordinance □</th>
<th>Resolution ✓</th>
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Presented By: Matt Blakely

**EXECUTIVE SUMMARY:** To appoint a Kristie Raymond as an Alternate Planning Commissioner to the open seat and to assign alternate Kristen Seidel to the regular seat.

**STAFF RECOMMENDATION:** Staff recommends approval of the appointment.

**KEY POINTS/SUPPORTING INFORMATION:**
On April 1, 2014 Aaron Pearson was elected to the Timnath Town Council, thereby opening a seat on the Planning Commission.

The Town solicited applications for this opening and received three (3) applications. Two (2) of the applicants were interviewed by April Getchius, Matt Blakely, Phil Goldstein, Aaron Pearson, and Bill Neal. The interview panel is recommending the appointment of Kristie Raymond to the Alternate Member seat. She will be assuming the remainder of the term by Aaron Pearson set to expire on March 31, 2015.

Staff is also recommending that Alternate Kristen Seidel move to a regular seat.

Current members and their respective terms:

- Dick Weiderspon – term expires March 31, 2015
- Phil Goldstein – term expires March 31, 2015 (current Chair)
- Scott Taylor – term expires March 31, 2017 (current Vice Chair)
- Scott Roys – term expires March 31, 2017
- Kristen Seidel – term expires March 31, 2017
- Don Risden – term expires on March 31, 2017 (Alternate, currently on leave of absence)

At the Planning Commission’s next regular meeting on June 17, 2014, Kristie Raymond will be sworn in.

Pursuant to Section 1, Article IV of the Town of Timnath Planning Commissions Bylaws, the Planning Commission shall elect a Chair and Vice Chair at the first regular meeting in April of each year. Due to lack of meetings and other circumstances this election did not occur in April. This election will take place at the June 17, 2014 meeting.

**RECOMMENDED MOTION:** I move Resolution No.31, Series 2014 entitled “A Resolution Appointing Members to the Town of Timnath Planning Commission.”

**ATTACHMENTS:** Resolution.
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 31, SERIES 2014

A RESOLUTION APPOINTING MEMBERS TO THE
TOWN OF TIMNATH PLANNING COMMISSION

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 Council appoints members to the Town of Timnath
Planning Commission; and

WHEREAS, the Planning Commission has both regular and alternate members.

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

Section 1. Repeal

The Town Council hereby appoints Kristen Seidel, who is currently serving as a
Planning Commission alternate, to be a regular Planning Commission member and also
appoints Kristie Raymond as a Planning Commissioner alternate.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
OF TIMNATH, ON JUNE 10, 2014.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, Town Clerk
**EXECUTIVE SUMMARY:** At the May 27, 2014 meeting, the Town Council forwarded the above ordinance to the June 10, 2014 meeting for a public hearing. At that time, the Council asked for additional information on the history of the ordinance. The following table includes the summary and the 2014 language as currently written. An amended ordinance that corresponds to staff recommendation is attached.

**STAFF RECOMMENDATION:** After further review, staff is recommending the proposed Ordinance be changed so that the GMA is re-instated as an exception and that through truck traffic be prohibited on Main Street/CR5 north of Harmony. Truck traffic can be routed to US257 to Harmony and to CR5 south of Harmony if needed. Restricting truck traffic on Main Street will minimize conflicts between trucks, the school and residences on Main Street.

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<td>Prohibited vehicles in excess of 7.5 tons on Town Streets.</td>
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**Exceptions:**
- Emergency, government, farm equipment.
- Vehicles owned or operated by resident or vehicles doing business in area bounded by Harmony, CR1, I-25, CR44

**Exclusions:**
- Emergency, government, farm equipment.
- Vehicles owned or operated by resident or vehicles doing business in the Growth Management Area – allows vehicles on Main Street who have business in Town or GMA.

**Exceptions:**
- Emergency, government, farm equipment.
- Vehicles owned or operated by resident or vehicles doing business in area bounded by Harmony, CR1, I-25, CR44
  - Ordinance incorporated 2002 Ordinance limited area instead of 2008 GMA exception.
  - Exempted Harmony Road to allow its use

- Emergency, government, farm equipment.
- Vehicles owned or operated by resident or vehicles doing business in Town or GMA.
- Main Street/CR5 south of Harmony.
- Exempts Harmony.
<table>
<thead>
<tr>
<th>Cite: Ability to cite trucks that don’t meet the above exceptions.</th>
<th>Cite: Ability to cite trucks that don’t meet the above exceptions.</th>
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<th>Cite: Ability to cite trucks that don’t meet the above exceptions.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Main Street/CR5:</strong> No through trucks allowed.</td>
<td><strong>Main Street/CR5:</strong> No through trucks allowed.</td>
<td><strong>Main Street/CR5:</strong> No through trucks allowed.</td>
<td><strong>Main Street/CR5:</strong> Through trucks allowed south of Harmony.</td>
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</table>
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 10, SERIES 2014

AN ORDINANCE AMENDING CHAPTER 8, ARTICLE I, SECTION 8.1.2(C) OF THE TIMNATH MUNICIPAL CODE

WHEREAS, The Town Council (the “Council”) of the Town of Timnath (the “Town”) is authorized to adopt and enforce ordinances for the protection of public health, safety and welfare;

WHEREAS, acting under this authority, the Council has previously adopted the Model Traffic Code for Colorado Municipalities, 2003 edition (the “Model Traffic Code”), in Article I of Chapter 8 of the Timnath Municipal Code (the “Code”); and

WHEREAS, Section 508 of the Model Traffic Code addresses vehicle weight limits; and

WHEREAS, in order to provide for uniform and effective enforcement of vehicle weight limits throughout the Town, the Council wishes to amend Section 508.

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

Section 1. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Council.

Section 2. Chapter 8, Article I, Section 8.1.2(C) of the Code is hereby amended by the following:

Section 508 of the Model Traffic Code is hereby amended to read in full:

508. Gross weight of vehicles and loads. (1) When official signs are erected giving notice thereof, no person shall operate any vehicle with a weight limit in excess of 7.5 tons on any public street within the Town.

(2) The provisions of this Section governing size, weight, and load shall not apply to: fire apparatus, vehicles exempted under the Colorado Right to Farm Act, authorized emergency vehicles, public transportation vehicles operated by municipalities or other political subdivisions of the State, and road maintenance and road construction equipment temporarily moved upon the highway.

(3) Vehicles owned or operated by a resident of the Town of Timnath or a vehicle picking up or delivering goods or equipment, or being repaired or having other similar specific business within the Town’s growth management area, as shown on maps on file in the office of the Town Clerk, shall be exempt from the requirements of this Section.
(4) Vehicles traveling exclusively on Harmony Road (County Road 38) and vehicles traveling on Main Street (County Road 5) south of Harmony Road (County Road 38) shall be exempt from the requirements of this Section.

(5) Drivers of vehicles over 7.5 tons must produce evidence of vehicle ownership, residence in Timnath, or delivery or pick-up documentation, as appropriate, upon request of any law enforcement officer.

(6) Any law enforcement officer having reason to believe that the weight of a vehicle may be unlawful, is authorized to require the driver to stop and submit to a weighing of the same, either by means of portable or stationary scales and may require that such vehicles be driven to the nearest public scales in the event such scales are within ten (10) miles.

**Section 3.** Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or more parts be declared unconstitutional or invalid.

**Section 4.** Repealer. All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

**Section 5.** Effective Date. This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter.

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 June 10th, 2014 AT THE TIMNATH TOWN ADMINISTRATIVE BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 10th DAY OF JUNE, 2014.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON JUNE 10, 2014.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:
Milissa Peters, Town Clerk
TIMNATH TOWN COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item: Resolution Approving Form Administrative Review Fee Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 10, 2014</td>
<td></td>
</tr>
</tbody>
</table>

Presented by: Town Attorney

Ordinance □ Resolution ✓ Discussion □ For Information □

EXECUTIVE SUMMARY: Resolution

STAFF RECOMMENDATION:
Staff recommends approval of the attached Resolution.

KEY POINTS/SUPPORTING INFORMATION:
- The Town regularly receives applications for approval pursuant to the Timnath Land Use Code for property within the Town.
- The Town’s review process includes review of the Applicant’s proposed plans for the Property which identify land use, the location of parks, schools and open space dedications, general location of streets, and a review of utility service issues including the installation of public improvements, dedication of utility easements, confirmation of the availability of utility services and the method for developing and paying for such utility services.
- Section 16.1.12 of the Timnath Municipal Code requires the Applicant to pay for all such expenses incurred in processing the application(s) related to Property for which the Town requires a deposit from the applicant.

This agreement form differs from the current form in the following:
- Deposits may be depleted by 85% of their original value versus 50% before subsequent deposits are required.
- Provides for varying deposit amounts based on scope and scale of project.
- Moves billings and reconciliations to quarterly versus monthly.
- Allows applicant to request a fee reduction from Town Council as project progresses.
- Allows for multiple phases of the same project under one single agreement.
- Makes the terms of the agreement consistent with Town Code.
- Includes additional standard legal language.

- This Resolution: Adopts and approves the Form Administrative Review Fee Agreement for use by the Town which sets forth the initial deposit amount and terms and conditions related to continuing deposits, reimbursements, termination of applications with the Town.

ADVANTAGES:
The adoption of a form agreement streamlines the application process and provides a consistent basis for each individual review application. The agreement puts applicants on notice of their obligations to the Town and clarifies how review fees will be administered.
| DISADVANTAGES: | None. |
| FINANCIAL IMPACT: | None. |
| RECOMMENDED MOTION: | I move approval of Resolution No. 32, Series 2014 entitled Resolution Approving Form Administrative Review Fee Agreement. |
| ATTACHMENTS: | 1. Resolution  
2. Form Administrative Review Fee Agreement  
3. Redline of Form Administrative Review Fee Agreement to show changes from prior form agreement  
4. Outline of ranges of fees depending on the application type. |
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 31, SERIES 2014

A RESOLUTION APPROVING FORM ADMINISTRATIVE REVIEW FEE AGREEMENT

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

WHEREAS, attached hereto as Exhibit A is the Form Administrative Review Fee Agreement (the “Form Agreement”); and

WHEREAS, the Town Council is familiar with the Form Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

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

Section 1. Approval

The Form Agreement is hereby approved for use by the Town in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 10, 2014,

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, Town Clerk
EXHIBIT A

AGREEMENT
TOWN OF TIMNATH

AGREEMENT FOR PAYMENT OF LAND USE APPLICATION REVIEW EXPENSES INCURRED BY THE TOWN

Regarding Project: __________________________________________

THIS AGREEMENT (the “Agreement”), made and entered into this ____ day of __________ 20__, by and between the TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation (the “Town”), and ___________________ ________________, a Colorado ___________ hereinafter referred to as (the “Applicant”), [and ______________ as owner (if different that Applicant)]. The Town and the Applicant are referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the Applicant is seeking approvals by the Town pursuant to the Timnath Land Use Code for a certain Property situated in the County of Larimer, State of Colorado, and legally described in Exhibit A, attached hereto and incorporated herein (the “Property”); and as follows, to wit:

See Exhibit A—Legal description attached hereto

WHEREAS, the Town’s review process includes review of the Applicant’s proposed plans for the Property which identify land use, the location of parks, schools and open space dedications, general location of streets, and a review of utility service issues including the installation of public improvements, dedication of utility easements, confirmation of the availability of utility services and the method for developing and paying for such utility services; and

WHEREAS, the Parties hereto recognize that the fees as specified by the Municipal Code of the Town of Timnath are not adequate to fully cover the Town’s expenses in considering the application(s), which include, but are not limited to, legal
publications, engineering fees, attorney fees, land planner fees, other consultant fees, reproduction of materials, public hearing expenses and recording of documents; and

WHEREAS, the Parties recognize that Section 16.1.12 of the Timnath Municipal Code requires the Applicant to pay for all such expenses incurred in processing the application(s) related to Property, and

WHEREAS, the Parties recognize that the Town will incur expenses prior to the Applicant’s formal submittal of any Development review proposal; and

WHEREAS, the Parties hereto recognize that the Town will continue to incur expenses throughout the entire review process until either (i) abandonment of the work by either the Town or the Applicant or (ii) completion of the process through final acceptance.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

AGREEMENT

1. Full and Separate Accounting of Annexation and Development Expenses. The Town will maintain separate accounts of all funds expended and fees and expenses incurred by the Town as a result of the development review of the above referenced Project. Itemized monthly statements of expenses incurred will be made available to the Applicant by the Town upon request. Expenses to be charged to the Applicant’s account shall include, but shall not be limited to, those fees and expenses attributable to legal publications, referral costs, engineering services, attorney fees, planner/consultant fees, reproduction of materials, public hearing expenses, the securing of permits and easements, construction observation, close-out/initial acceptance, final acceptance and the recording of documents.

a. Applicant Payment of Expenses—Deposit Amount. The Applicant acknowledges that the Town does not employ in-house staff to review development proposals. All annexation and development proposals are reviewed by third party consultants (the “Consultants”) engaged by the Town. The Town attempts to set the deposit amount to cover two months of the costs incurred by the Town and the fees of the Consultantsthird party planner, civil engineer, attorney, and other professional fees to be incurred as part of the review and approval of the Applicant’s project. The Applicant is obligated to supplement the deposit when it is reduced by more than 50%. Subsequent deposits may be required when the initial deposits are 85% depleted. Subsequent deposits may be required in excess of the fee. The amount of subsequent deposits may be in the amount that is anticipated to be sufficient to cover the review costs of the Town for the following month.

b. Initial Deposit. Upon the execution of this Agreement, the Applicant agrees to deposit with the Town the sum of $10,000.00, which sum shall serve as an initial deposit and partial payment of third party professional Consultant costs incurred by the Town while processing the Applicant’s proposal.

b-c. Continuing Deposit. As the Town receives third party—billings from its professionalsConsultants, but not more than monthlyquarterly, it will forward an invoice
to the Applicant with photocopies of the itemized bill of the Town’s consultant related to the application along with the amount necessary to supplement the original deposit in the form substantially similar to the form attached hereto as Exhibit B. In the event the Applicant fails to pay the invoice as submitted by the Town within ten (10) days of the Town’s delivery of an invoice, the Town shall be entitled to take the following action: (i) suspend all further review; (ii) cancel any public hearings scheduled by the Town with respect to the review process; and (iii) apply the funds on deposit to fees or expenses incurred by the Town in reviewing the application.

d. Deposit Reduction. As the project advances, the Applicant may request a reduction in the deposit amount on file with the Town. Any reduction of the deposit amount shall be in the sole discretion of the Town Council and must be approved by a resolution of the Town Council.

e. Payment of Balance Due at Termination. In the event the Town’s review expenses are greater than the funds held by the Town at the time of its suspension of review, the Applicant agrees to reimburse to the Town, upon demand, such funds as are necessary to retire the balance due to Consultants third party professionals at the time of the Town’s termination of the review.

d. Obligation to Pay Fees in Excess of Deposit. The Applicant understands that the initial and future deposits must be replenished to pay the third party professionalsConsultants and costs of the Town incurred in processing the application of the Applicant. The Town will make every effort to keep these charges at a normal, reasonable and acceptable level, but the actual amount is subject to factors outside the control of these professionals. Factors including the quality of materials submitted by the Applicant, input from review agencies, unforeseen problems or issues, and decisions by the Town of Timnath Planning Commission and/or Town BoardCouncil may affect charges from third party professionalsConsultants.

e. Request for Revision of Fee Amounts. In the event that the Applicant believes any fees charged by the Town for its costs or for third party professionalsConsultants are not accurate or warranted, the Applicant may submit a request for review of such fees, including a specific explanation of the basis for alleging that the fees are in excess of what is appropriate. The Applicant may also request a meeting among the Applicant, the Town Manager and the third party professionalConsultant charging the fees. In the event the parties are not able to resolve the dispute, the Applicant and the Town may determine whether to proceed with the application.

h. Reimbursement of Balance remaining. In the event there are funds remaining from the Applicant’s initial or subsequent deposit after approval of the project by the Town and payment of all costs and fees subject to this Agreement, or upon termination of any application pursuant to Section 3 below, the Town shall reimburse such fund balance to the Applicant.

2. Application Termination. Except where the law or an agreement with the Town provides otherwise, the Applicant may terminate its application at any time by giving
written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Applicant and file such notices as are required under the Town’s annexation and development review regulations. The Applicant will be liable for all costs incurred and those costs reasonably incurred by the Town to terminate the application. **In the event an application is terminated and the Applicant desires to resubmit the application for approval, this Agreement will be reinstated and made current prior to processing any application.**

3. **Collection of Fees and Costs.** If the Applicant fails to pay the fees required herein when due, the Town may take those steps necessary and authorized by law to collect the fees due. The Town shall also be entitled to all court costs and attorney fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.

4. **Assignment.** If Applicant sells or conveys all or any portion of the project area, Applicant shall assign or transfer any and all of its interests, rights, or obligations under this Agreement to the purchaser.

5. **Notice.** All notices or billing invoices required under this Agreement shall be in writing and shall be delivered or sent by mail to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, 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
Attention:
(970) 224-3211 (phone)
(970) 224-3217 (fax)

**with copy to:**
White Bear Ankele Tanaka & Waldron
Professional—Corporation
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122
Attention: Robert G. Rogers, Esq.
(303) 858-1800 (phone)
(303) 858-1802 (fax)

**Notice to Applicant:**
____________________________________________
____________________________________________
____________________________________________
Attention: ____________________________________________
____________________________________________ (phone)
____________________________________________ (Fax)
6. **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.

7. **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.

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

*(Remainder of Page Intentionally Left Blank)*
IN WITNESS WHEREOF, the Town and the Applicant have caused this Agreement to be duly executed on the day and year first above written.

APPLICANT:

________________________________
a Colorado Corporation

______________________________

______________________________

By: ________________________________

________________________________

TOWN OF TIMNATH:

________________________________

By: Jill Grossman-Belisle April Getchius,

Mayor Town Manager

ATTEST:

________________________________

Milissa Peters, Town Clerk
TOWN OF TIMNATH

AGREEMENT FOR PAYMENT OF LAND USE APPLICATION REVIEW EXPENSES INCURRED BY THE TOWN

Regarding Project: ________________________________

THIS AGREEMENT (the “Agreement”), made and entered into this ____ day of __________ 20__, by and between the TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation (the “Town”), and __________________________, a Colorado ___________ hereinafter referred to as (the “Applicant”), [and ______________ as owner (if different that Applicant)]. The Town and the Applicant are referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the Applicant is seeking approvals by the Town pursuant to the Timnath Land Use Code for a certain property situated in the County of Larimer, State of Colorado, and legally described in Exhibit A, attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Town’s review process includes review of the Applicant’s proposed plans for the Property which identify land use, the location of parks, schools and open space dedications, general location of streets, and a review of utility service issues including the installation of public improvements, dedication of utility easements, confirmation of the availability of utility services and the method for developing and paying for such utility services; and

WHEREAS, the Parties recognize that the fees as specified by the Municipal Code of the Town of Timnath are not adequate to fully cover the Town’s expenses in considering the application(s), which include, but are not limited to, legal publications, engineering fees, attorney fees, land planner fees, other consultant fees, reproduction of materials, public hearing expenses and recording of documents; and

WHEREAS, the Parties recognize that Section 16.1.12 of the Timnath Municipal Code requires the Applicant to pay for all such expenses incurred in processing the application(s) related to Property, and
WHEREAS, the Parties recognize that the Town will incur expenses prior to the Applicant’s formal submittal of any Development review proposal; and

WHEREAS, the Parties hereto recognize that the Town will continue to incur expenses throughout the entire review process until either (i) abandonment of the work by either the Town or the Applicant or (ii) completion of the process through final acceptance.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

AGREEMENT

1. Full and Separate Accounting of Annexation and Development Review Expenses. The Town will maintain separate accounts of all funds expended and fees and expenses incurred by the Town as a result of the development review of the above referenced Project. Expenses to be charged to the Applicant’s account shall include, but shall not be limited to, those fees and expenses attributable to legal publications, referral costs, engineering services, attorney fees, planner/consultant fees, reproduction of materials, public hearing expenses, the securing of permits and easements, construction observation, close-out/initial acceptance, final acceptance and the recording of documents.

   a. Applicant Payment of Expenses. The Applicant acknowledges that the Town does not employ in-house staff to review development proposals. All annexation and development proposals are reviewed by third party consultants (the “Consultants”) engaged by the Town. The Town attempts to set the deposit amount to cover two months of the costs incurred by the Town and the fees of the Consultants to be incurred as part of the review and approval of the Applicant’s project. Subsequent deposits may be required when the initial deposits are 85% depleted. Subsequent deposits may be required in excess of the fee. The amount of subsequent deposits may be in the amount that is anticipated to be sufficient to cover the review costs of the Town for the following month.

   b. Initial Deposit. Upon the execution of this Agreement, the Applicant agrees to deposit with the Town the sum of $__________, which sum shall serve as an initial deposit and partial payment of Consultant costs incurred by the Town while processing the Applicant’s proposal.

   c. Continuing Deposit. As the Town receives billings from its Consultants, but not more than quarterly, it will forward an invoice to the Applicant along with the amount necessary to supplement the original deposit in the form substantially similar to the form attached hereto as Exhibit B. In the event the Applicant fails to pay the invoice as submitted by the Town within ten (10) days of the Town’s delivery of an invoice, the Town shall be entitled to take the following action: (i) suspend all further review; (ii) cancel any public hearings scheduled by the Town with respect to the review process; and
(iii) apply the funds on deposit to fees or expenses incurred by the Town in reviewing the application.

d. Deposit Reduction. As the project advances, the Applicant may request a reduction in the deposit amount on file with the Town. Any reduction of the deposit amount shall be in the sole discretion of the Town Council and must be approved by a resolution of the Town Council.

e. Payment of Balance Due at Termination. In the event the Town’s review expenses are greater than the funds held by the Town at the time of its suspension of review, the Applicant agrees to reimburse to the Town, upon demand, such funds as are necessary to retire the balance due to Consultants at the time of the Town’s termination of the review.

f. Obligation to Pay Fees in Excess of Deposit. The Applicant understands that the initial and future deposits must be replenished to pay the Consultants and costs of the Town incurred in processing the application of the Applicant. The Town will make every effort to keep these charges at a normal, reasonable and acceptable level, but the actual amount is subject to factors outside the control of these professionals. Factors including the quality of materials submitted by the Applicant, input from review agencies, unforeseen problems or issues, and decisions by the Town of Timnath Planning Commission and/or Town Council may affect charges from Consultants.

g. Request for Revision of Fee Amounts. In the event that the Applicant believes any fees charged by the Town for its costs or for Consultants are not accurate or warranted, the Applicant may submit a request for review of such fees, including a specific explanation of the basis for alleging that the fees are in excess of what is appropriate. The Applicant may also request a meeting among the Applicant, the Town Manager and the Consultant charging the fees. In the event the parties are not able to resolve the dispute, the Applicant and the Town may determine whether to proceed with the application.

h. Reimbursement of Balance. In the event there are funds remaining from the Applicant’s initial or subsequent deposit after approval of the project by the Town and payment of all costs and fees subject to this Agreement, or upon termination of any application pursuant to Section 3 below, the Town shall reimburse such fund balance to the Applicant.

2. Application Termination. Except where the law or an agreement with the Town provides otherwise, the Applicant may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Applicant and file such notices as are required under the Town’s annexation and development review regulations. The Applicant will be liable for all costs incurred and those costs reasonably incurred by the Town to terminate the application. In the event an application is terminated and the Applicant desires to resubmit the application for approval, this Agreement will be reinstated and made current prior to processing any application.
3. **Collection of Fees and Costs.** If the Applicant fails to pay the fees required herein when due, the Town may take those steps necessary and authorized by law to collect the fees due. The Town shall also be entitled to all court costs and attorney fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.

4. **Assignment.** If Applicant sells or conveys all or any portion of the project area, Applicant shall assign or transfer any and all of its interests, rights, or obligations under this Agreement to the purchaser.

5. **Notice.** All notices or billing invoices required under this Agreement shall be in writing and shall be delivered or sent by mail to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, 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  
Attention:  
(970) 224-3211 (phone)  
(970) 224-3217 (fax)  

with copy to:  
White Bear Ankele Tanaka & Waldron  
Professional Corporation  
2154 E. Commons Ave., Suite 2000  
Centennial, Colorado 80122  
Attention: Robert G. Rogers, Esq.  
(303) 858-1800 (phone)  
(303) 858-1802 (fax)  

**Notice to Applicant:**

______________________________  
______________________________  
______________________________  
Attention: __________________  
__________________(phone)  
__________________(Fax)  

6. **Negotiated Provisions.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.
7. **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.

8. **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.

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

(Remainder of Page Intentionally Left Blank)
IN WITNESS WHEREOF, the Town and the Applicant have caused this Agreement to be duly executed on the day and year first above written.

APPLICANT:

________________________________

a Colorado Corporation

________________________________

By: ______________________________

ATTEST:

________________________________

Milissa Peters, Town Clerk

TOWN OF TIMNATH:

________________________________

By: April Getchius, Town Manager
EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B
FORM OF INVOICE
## COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item: A Resolution Approving the payment of Matching Funds related to the Sixth Amendment to the Fort Collins / Timnath IGA</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>June 10, 2014</td>
<td>Ordinance ☐  Resolution √  Discussion ☐</td>
<td></td>
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<tr>
<td>Presented by: Don Taranto  Town Engineer</td>
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</tbody>
</table>

### EXECUTIVE SUMMARY:
The Sixth Amendment included the release of $200,000 from escrow with a $200,000 match from Timnath paid to the City of Fort Collins for the design of Boxelder (Prospect Road) Improvements. The funds have been released from escrow and the City is requesting the matching funds.

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

### KEY POINTS/SUPPORTING INFORMATION:
- The Sixth Amendment to the Intergovernmental Agreement was approved 4/25/14 as Ordinance 6, Series 2014.
- The IGA, Section 7.3 (a), specified that Timnath shall provide funding in the amount of $200,000 within ten business day of the release of escrow funds to Fort Collins.
- Fort Collins provided notification May 27, 2014, that the funds had been released from escrow.
- These funds are in agreement with the intended use outlined in the IGA.

### ADVANTAGES:
There has been extensive coordination with the City of Fort Collins and the Boxelder Authority to resolve the Boxelder Split Flow floodplain through Timnath. Coordinating with the City for the improvements along the Boxelder Creek in the vicinity of the Prospect Road crossing has been determined to be the most economical means of removing the floodplain as it goes thru Timnath, for which these funds will help complete the design.

### DISADVANTAGES:
None.

### FINANCIAL IMPACT:
Project cost for this design phase is $200,000 (to match $200,000 from the City’s escrowed funds). This is within the Boxelder project budget.

### RECOMMENDED MOTION:
I move to approve Resolution No. 34, Series 2014 approving the payment of $200,000 to the City of Fort Collins per the Sixth Amendment to the Fort Collins / Timnath IGA.

### ATTACHMENTS:
1. Resolution  
2. Town Council Purchase Authorization  
3. Letter from City
A RESOLUTION APPROVING THE PAYMENT OF MATCHING FUNDS RELATED TO THE SIXTH AMENDMENT TO THE FORT COLLINS / TIMNATH IGA.

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

WHEREAS, Town policy is that material agreements and other documents requiring formal Town approval should be approved by resolution; and

WHEREAS, the Town approved the Sixth Amendment to the Intergovernmental Agreement as Ordinance 6, Series 2014; and

WHEREAS, the City of Fort Collins is requesting the payment of the matching funds in accordance with Section 7.3 (a) of the executed Sixth Amendment to the Intergovernmental Agreement;

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

Section 1. Approval

The Town hereby approves the payment of $200,000 in matching funds to the City of Fort Collins per the Sixth Amendment to the Fort Collins / Timnath IGA.

INTRO DUCED, MOVED, AND ADOPTED BY THE TOWN OF TIMNATH, ON JUNE 10, 2014.

TOWN OF TIMNATH, COLORADO

__________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________________
Milissa Peters, Town Clerk
May 27, 2014

Mayor Jill Grossman-Belisle
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

Re: Sixth Amendment to the Fort Collins/Timnath IGA
    Request for $200,000 Timnath (TDA) Matching Funds

Dear Mayor Grossman-Belisle:

In accordance with Section 7.3 (a) of the executed Sixth Amendment to the Intergovernmental Agreement (IGA) between the City of Fort Collins and the Town of Timnath (photocopy attached), the City of Fort Collins requests payment by Timnath (or the TDA on behalf of Timnath) in the amount of $200,000.00. These funds will be Timnath’s match to the $200,000.00 that was recently released from Escrowed funds.

These funds will be used towards the costs associated with the design, engineering and right-of-way acquisition for the Fort Collins/Timnath Projects described in Section 7.2 (b) of the IGA.

If payment is to be made by check, please send the check to my attention: Mr. Kenneth C. Sampley at the address shown above.

If there are any questions, please contact me at telephone number (970) 224-6021 or by email at ksampley@fcgov.com.

Respectfully,

[Signature]

Kenneth C. Sampley, P.E.
Stormwater and Floodplain Program Manager
City of Fort Collins

Attachment

C: Jon Haukaas, City of Fort Collins, Water Engineering and Field Services Manager
   Harold Hall, City of Fort Collins Investment Administrator
   Ellen Switzer, City of Fort Collins, Utilities Financial Operations Manager
   Don Taranto, TST Engineers, (Timnath Engineer Representative)
Town Council Purchase Authorization

Date: **JUNE 6, 2014**

Vendor: **CITY OF FORT COLLINS**

Department: **ENGINEERING**

Project: **BOXEDER**

Description: **MATCHING FUNDS FOR DESIGN OF PROSPECT ROAD/BOXEDER CROSSING IMPROVEMENTS**

<table>
<thead>
<tr>
<th>Is this purchase more than $25,000</th>
<th>✔ Yes</th>
<th>No</th>
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<td>Is this the purchase of Real Estate or Land</td>
<td>Yes</td>
<td>✔ No</td>
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<td>Is this the purchase of Public Art</td>
<td>Yes</td>
<td>✔ No</td>
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<tr>
<td>Is this a budget request for a purchase that will exceed the approved budget</td>
<td>Yes</td>
<td>✔ No</td>
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Advantages: **PART OF PROJECTS TO REMOVE BOXEDER SPLIT-FLOW FLOODPLAIN FROM TIMNATH**

Disadvantages: **NONE**

<table>
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<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
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<td>TIMNATH MATCHING FUNDS</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$120,000</td>
<td>$1,880,000</td>
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<tr>
<td>BOXEDER</td>
<td></td>
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</table>

Financial Impact: **WITHIN BUDGET**

Recommendation/Justification: **APPROVED**

Requesting Department Signature ___________________________ Date 6/4/14

Town Manager Signature ___________________________ Date 6/4/14
TIMNATH TOWN COUNCIL COMMUNICATION

Meeting Date:  
June 10, 2014

Item:  Resolution to Approve a Settlement Agreement with Timnath South, LLC

Presented by:  
Town Attorney

Ordinance  
Resolution  
Discussion  
For Information

EXECUTIVE SUMMARY:  Resolution

STAFF RECOMMENDATION:  
Staff recommends approval of the attached Resolution.

KEY POINTS/SUPPORTING INFORMATION:  
- Disagreements have arisen between the Town and Timnath South, LLC regarding the performance of various obligations under prior subdivision improvement agreements, and the Parties have agreed to enter into a Settlement Agreement in order to release Timnath South, LLC from various obligations under the prior SIAs in exchange for a lump sum payment to the Town in the amount of $1,000,000.
- The Agreement sets forth the obligations of the Town and Timnath South, LLC with respect to financial and construction obligations for improvements to various roads, intersections, landscaping, etc., with in the Town.
- The Agreement includes an acknowledgement by the developer that future building permits in the development will be conditioned on execution of a Subdivision Improvement Agreement, which is currently being prepared, that will establish additional public improvement obligations to meet the public improvement requirements necessitated by the development.

ADVANTAGES:  Approval of the Settlement Agreement by this Resolution allows both Parties to move forward with planning and development of property within the Town.

DISADVANTAGES:  
None.

FINANCIAL IMPACT:  
Town will receive a lump sum payment of $1,000,000.

RECOMMENDED MOTION:  
I move approval of Resolution No. 35, Series 2014 entitled A Resolution Approving the Timnath South, LLC Settlement Agreement.

ATTACHMENTS:  1. Settlement Agreement
WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Settlement Agreement between the Town of Timnath and Timnath South, LLC (the "Agreement"); and

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

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

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

Section 2. Ratification of Prior Action
The Council’s approval of the settlement term sheet relating to the Agreement and all other previous incidental actions taken on behalf of the Town Council in connection with the Agreement are hereby acknowledged and ratified.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 10, 2014,

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, Town Clerk
EXHIBIT A

AGREEMENT
SETTLEMENT AGREEMENT

THIS AGREEMENT made as of this 10th day of June, 2014 by and between TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation (the “Town”); and TIMNATH RANCH, LLC, a Colorado limited liability company (the “Developer”). Collectively, the Town and the Developer are referred to herein as the “Parties”.

RECITALS

A. WHEREAS, Developer is the owner of those certain parcels of real property located in Town, as further described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference (the “Property”); and

B. WHEREAS, The Property has been previously annexed to Town and is subject to the terms and conditions of that certain Annexation and Development Agreement for the Timnath Ranch Property between the Town and Developer, dated as of the 5th day of May, 2004; and

D. WHEREAS, The Town Council of Town, after holding all necessary public hearings and having received recommendations of approval from the Timnath Planning Commission, has previously approved by various resolutions, the final plats for Filings 2, 3, 4, and 5 of the Property (collectively the approval resolutions and final plats for Filings 2, 3, 4, and 5 are referred to herein as the “Final Plat”); and

E. WHEREAS, The approval of the Final Plat for the Property was conditioned upon the execution of various subdivision improvement agreements (the “Prior SIAs”); and

F. WHEREAS, Disagreements have arisen between the Parties regarding the performance of various obligations under the Prior SIAs, and the Parties have agreed to enter into this Agreement (the “Agreement” or the “Settlement”) in order to release the Developer from various obligations under the Prior SIAs in exchange for a lump sum payment to the Town in the amount of $1,000,000.

G. WHEREAS, the Parties have also agreed to enter into an Amended and Restated Subdivision Improvement Agreement (the “Amended and Restated SIA”) in the imminent future, for the purpose of superseding and replacing the Prior SIAs in their entirety, and for the purpose of clarifying existing and new obligations of Developer to provide certain public improvements and landscaping necessitated by the proposed development of the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. Obligations of the Parties. Developer will pay One Million Dollars ($1,000,000) to the Town by July 1, 2014, and the Parties are relieved of responsibilities as defined in the Prior SIAs as follows:

   a. With the exception of trail/sidewalk and detached landscaping on south side of Harmony Road, Developer has no obligation for any further improvements on Harmony Road and
this Settlement includes Developer’s obligation for contribution to a traffic signal at the intersection of County Road 1 and Harmony Road.

b. Developer has no further obligation for improvements to County Road 3 and the Settlement includes Developer’s required contribution to a traffic signal at the intersection of County Road 3 and Harmony Road.

c. Developer has no further obligation on County Road 36.

d. The Developer has no further required contribution for County Road 1.

For a-d above, no drainage, paving, curb and gutter, street lighting, ditch crossings, maintenance or any other obligation associated with these public roads and signals shall be required. Paragraphs a-d do not include auxiliary (turn) lanes that the approved traffic study for the development may require for at the intersection of County Road 1 and Wheatfield Drive, at the time of construction of said intersection.

e. Developer has no further obligation for traffic signal costs at the intersection of Harmony Road and Club Drive. No further improvements are required for Club Drive with the exception of the items on the Punch List, attached hereto and incorporated herein as Exhibit B.

f. The Settlement includes Developer’s required contribution for Summerfields Parkway improvements (between County Road 36 and the existing southern termination of Summerfields Parkway), including the Summerfields Parkway Railroad Crossing and the Summerfields Parkway Boxelder Ditch Crossing.

g. With exception to the Punch List, Developer has no further obligation for landscaping or sidewalk installation as it relates to already constructed improvements. Developer acknowledges that newly submitted plats will comply with then-current codes.

h. The Settlement is net of any of the Town’s repayment obligations to Developer and no further payments of any kind from the Town are required.

i. The Settlement does not include the cost of design and construction by Developer of Wheatfield Drive pursuant to the then-current Town standards at the time of construction. The current cost of design and construction is estimated to be Two Hundred Thousand Dollars ($200,000). Nevertheless, Developer understands and acknowledges that it is responsible for the entire cost of construction and design, regardless of whether or not the actual budget exceeds its current estimate. Construction will be required upon notice from the Town at the time a threshold of development is reached. The development threshold shall be mutually agreed upon by the Parties and included in the Amended and Restated SIA. Any auxiliary (turn) lanes that the approved traffic study for the development would require for County Road 1 at the intersection with Wheatfield Drive will be the responsibility of Developer and the cost of such improvements are in addition to any estimates discussed herein.

2. Items to be addressed in the Amended and Restated SIA.
a. Preliminary plats approved in the future will be valid for the period provided for in the then-current Town Code (currently 1 year). The Town Code allows for extensions if approved by Town Council.

b. All recorded plats will be valid in perpetuity as provided for in the Town Code. The submittal, approval, and longevity of construction plans are addressed in the Town Code, and shall not be altered by this Agreement.

c. Platted “master plan” tracts such as the tract for the multifamily area and the commercial area within the Property shall not expire. Nonetheless, these tracts will have to be replatted (if being further subdivided) or site planned (if no further subdivision is required) at the time of development.

d. All Punch List items are to be completed by September 1, 2014, and are based on the current Punch List provided by TST, Inc./Town, dated August 31, 2011, which was subsequently updated by the Town and submitted to the Developer’s representatives on May 9, 2014 and June 3, 2014 (as updated, the “Punch List”). On June 30, 2014, the Town Engineer and a representative of Developer will update the Town Manager regarding the remaining Punch List items and discuss in detail all remaining issues. The Town acknowledges that Developer has no further public improvement obligations with regard to Filing 1. The Town may restrict building permits on all other current and future phases of development and may restrict construction for new phases of development upon notice to Developer from the Town. The Punch List may be amended prior to final Amended and Restated SIA approval, depending upon walk through with Town Engineer and Developer representative.

e. The required landscaping for Timnath Ranch 2nd, 3rd, 4th, and 5th Filings must be installed and verified by Town Staff and the Timnath Ranch Metropolitan District (the “District”) per the approved landscape plans prior to acceptance. The District must provide a letter of acceptance of said landscape improvements and the maintenance thereof. The Town is not responsible for the maintenance or replacement of any landscaping within the Town’s right-of-ways.

f. Town will return sureties (all water shares held by the Town) upon successful completion of Punch List items as described above and their acceptance by Town and upon receipt of the Settlement by the Town.

g. Open Space and Drainage Certifications:

i. As submitted, open space requirements for 5th Filing have been met. The property that is to be deeded to the Town for purposes of a heritage center (currently estimated to be 5.07 acres and referred to herein as “Heritage Park”) will be credited toward this open space requirement. Heritage Park dedication was not required as part of the 5th Filing. Open space requirements for Filings 2, 3, and 5 have been met, as indicated on Exhibit C, attached hereto and incorporated herein. The boundaries and area of Heritage Park are attached hereto and incorporated herein as Exhibit D.

ii. Drainage certification must be completed on Ponds 1, 2 and 3 by June 1, 2014. Pond 4 certification will be included as a part of the Punch List completion. Execution of the Amended and Restated SIA will be superficially conditioned upon
receipt of the drainage certification.

h. Trail Construction Responsibility – Exhibit E, attached here to and incorporated herein is an accurate representation of the respective responsibility of the Parties for construction of each of the project trails.

i. Developer will dedicate the above-referenced Heritage Park (approximately 5.07 acres) to the Town at the time of development of Tract B of the 5th Filing. The park site is depicted on Exhibit D. The site will not include the house, the barn or the water wells located in and around this site. At the time of platting, the Town will authorize appropriate construction, emergency, and utility easements over the portion of the site necessary to irrigate and otherwise serve the development, the well, barn and house. The construction access easement will terminate when adjacent development is completed. With permission from the appropriate jurisdictions, the Developer may relocate Lake Canal Ditch through this park area for a period of up to five (5) years from the effective date of this Agreement, the intent being to effectively use the land and water to the master plan’s best use, subject to the Town’s approval.

3. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address set forth below. Notice may also be given by fax, and shall be deemed received on the date of such transmission. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:    Town of Timnath
4800 Goodman Street
Timnath, Colorado  80547

With copy to:     Town General Counsel
                  Gary R. White, Esq. and Robert G. Rogers, Esq.
                  White Bear Ankele Tanaka & Waldron
                  2154 E. Commons Ave, Suite 2000
                  Centennial, CO 80122

Notice to Developer:    Jim Birdsall
                        TB Group
                        444 Mountain Avenue
                        Berthoud, Colorado 80513

4. No Reliance. All Parties by their execution below represent and warrant to all other Parties hereto that they are executing this Agreement without reliance in any manner upon any statement or representation made by any other Party hereto regarding any matter whatsoever.

5. Joint Authorship. The Parties agree that this Agreement is the result of negotiations and joint authorship and agree that this Agreement shall not be construed or interpreted against any single Party on the grounds of sole or primary authorship.

6. Governing Law. This Agreement has been executed and delivered in the State of Colorado and its validity, interpretation, performance, and enforcement shall be governed by the laws of the State of Colorado.
7. **Counterparts.** This Agreement may be executed in one or more counterparts and all counterparts so executed shall constitute one Agreement binding on the Parties, notwithstanding that not all Parties are signatories to the original or the same counterpart.

8. **Authority.** Each person signing this Agreement expressly represents and warrants that he or she is authorized to enter into this Agreement on behalf of the Party for whom he or she signs.

9. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of all successors, permitted assigns, and heirs of each Party herein. No Party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, which consent may be withheld by any Party in its sole discretion.

10. **Attorney Fees.** In the event litigation is commenced by any Party hereto against any other Party for the alleged failure or refusal of any Party to perform its obligations under this Agreement, then the court presiding over such litigation shall award costs and attorney fees to the prevailing party.

11. **Adequacy of Consideration.** Each of the Parties hereto acknowledges that the consideration it has given and received hereunder is fair and adequate consideration for the covenants, undertakings, forbearances, and promises contained herein.

12. **Amended and Restated SIA.** The Parties acknowledge that it is their intent to enter into the Amended and Restated SIA in the immediate future, and that such document will supersede and replace the Prior SIAs in their entirety and clarify various obligations of Developer to provide certain future public improvements and landscaping necessitated by the proposed development of the Property. The Parties agree that execution of the Amended and Restated SIA shall be a condition precedent to the issuance by the town of building permits associated with the Property.

13. **Entirety of Agreement and Modification.** This Agreement contains the complete and final agreement of the Parties with respect to the matters contemplated herein and supersedes any and all prior agreements regarding the matters contemplated herein, and no modification hereof shall be effective unless in writing and signed by the Party against whom it is sought to be enforced.

*(Remainder of page intentionally left blank)*
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

TOWN OF TIMNATH:

Jill Grossman-Belisle, Mayor

ATTEST:

________________________________
Milissa Peters, Town Clerk

TIMNATH RANCH, LLC:

By: ____________________________
Its: ____________________________
Exhibit A
Property
Exhibit A

**Legal Description**

Timnath Ranch Subdivision Second Filing as recorded under Reception Number 20070034468 in the office of the Larimer County Clerk and Recorder.

Timnath Ranch Subdivision Third Filing as recorded under Reception Number 20070023850 in the office of the Larimer County Clerk and Recorder.

Timnath Ranch Subdivision Fourth Filing as recorded under Reception Number 20070067927 in the office of the Larimer County Clerk and Recorder.

Timnath Ranch Subdivision Fifth Filing as recorded under Reception Number 2012009614 in the office of the Larimer County Clerk and Recorder.
Exhibit B
Punch List
Timnath Ranch 3' d Filing Phases 1 and 2, Town Final Acceptance Punch List

Summary Updated 5-9-14 by Town of Timnath - SFH

1. Ensure all Sewer Markers, Water Markers, Sewer Curb Stamps and Water Stamps are properly installed, painted and/or straightened. Completed with District Acceptance. Complete

2. Fix Box Culvert Wing-walls, erosion, sinkhole and riprap at pond 3 and the ditch. Final Stabilize. Will complete Improvements along with completion of pond 3 excavation and water storage for irrigation and farming use. Estimated completion July 2014.

3. Clean out backflow preventers and water quality outlet structure from pond 3. Test functionality, properly backfill, final stabilize and fix structural problems with grate. To be completed along with pond 3 completion) functionality is per engineered design.

4. Clean out all curb and gutters. Eradicate and clean out all weeds in seams. Completed all curb seams have been sprayed twice with weed/grass killer. Complete

5. Clean up all inlet filters. Remove or replace depending upon final stabilization of basin. Upstream (no replacements at this time) Complete

6. Install/refresh all required Collector striping on Schoolhouse, Summerfield’s and Twin Bridge including crosswalk striping. Install crosswalks signs for each side of the road at crosswalks. Estimated completion June 2014.

7. Block out/stripe left turn lane from Club to Harmony. (Town has already restriped and made improvements). Completed. Complete

8. Ensure all areas have final stabilization and clean up all erosion from streets stubs and in swales and around all storm structures. Estimated completion June 2014.

9. Remove Erosion BMPs that are not in use or replace those that need maintenance and serve a Purpose. Completed. Complete

10. Submit a copy of your erosion control permit and explanation of how builders are complying. Permit for TR 3’ d has been closed out. All builders are responsible for their own permitting and not a responsibility of HR, LLC Complete

11. Finish fik landscaping along collector roads and common areas and in medians/islands where final acceptance is requested. Replace dead/dying trees and install permanent irrigation lines and ensure proper burial. See attached acceptance by the Metro District. Estimated completion late summer 2014 for the additional front entry way. Complete

12. Straighten all leaning signs. Completed 2013 (One more walkthrough will be instituted and all corrections that may be needed will be completed by June 2014). Missing sign at Summerfield and Fireside, missing barricades at north end of Schoolhouse, leaning speed limit sign south side of Twin Bridge at Brookline

13. Fix all damaged/broken/cracked walks, ramps, driveway concrete in ROW, cross-pans, curb and gutters. Replace curb and gutter at School House Drive and Club Drive where concrete batch was bad (South Side of intersection). As-built gutters especially Twin Bridge heading to Latham. Completed, no standing water all certifications and asbuils for construction acceptance submitted to town staff at time of construction acceptance. (One more walkthrough will be instituted and all corrections that may be needed will be completed by June 2014)

14. Flow test areas where sediment is collecting and replace cross pans and gutter sections that do not drain. Cleanout or replace gutter culvert at N-0000 to Timnath South. Complete

15. Clean out all inlets, rared end sections, and storm systems. Obtain engineer’s certification that system will drain and function as designed. Obtain certification of pond volume sufficiency. 80% of drainage system deemed to date estimated completion June 2014. All installed storm drain systems were
16. Clean out all riprap and ensure installed per detail with geotechnical fabric below. All riprap was installed per plan and detail and was inspected by the previous town staff at the time of construction as well as town acceptance. Clean up estimated completion June 2014. 

17. Install all pvc required by the plane in swales with less than 2% flow line grade. All triole pans were requested to be deleted by town administration prior to town construction acceptance. Previous town staff wanted grassed swales only within town limits. Complete

18. Install/replace all missing or damaged roundabout and road closed signs (i.e. southbound one way and westbound yield). Add curve signs at Twin Bridge (Total 3 each direction) Estimated completion July 2014.

19. Clean up all construction debris. Complete

20. Install Erosion control BMPs for tracking onto public streets (i.e. Summerfield's) and erosion from disturbed areas. This is no longer available as a stockpile site and will be reseeded. Estimated completion spring 2014. Replace Road Barricades


22. Fix asphalt seams and cracks throughout. Seal seams and ensure they properly meet with concrete. One more walkthrough will be instituted and all corrections that may be needed will be completed by June 2014.

23. Make sure that lighting in alley is sufficient for safety and to standards. All project lighting was reseeded and installed by Xcel Energy and per Xcel Energy specifications and design standards. Complete

24. Fix any broken irrigation lines (i.e. Parkway of Tract H) all present irrigation is managed by the TR metro district. See attached acceptance letter from District. Complete

Filing II Final Acceptance Inspection

• Detention Pond outfall from Lot 7 has severe erosion and is close to failing, please fix Scheduled completion to be completed by June 2014.

• Clean the outfall from Twin Bridge
Scheduled completion to be completed by June 2014.

• Clean the outfall from School House Drive
Scheduled completion to be completed by June 2014.

• Clean debris and built up soil from underneath the culvert located at the south end of the ditch
Scheduled completion to be completed by July 2014.

• Remove the trees that are located throughout the bottom of the ditch
Estimated completion August 2014 or after annual reservoir flushing

• Please explain the interaction between the outfall pipes located on the north part of the ditch that are located adjacent to the Mill Brothers Landscaping Property. TR was not involved in the installation of any such piping. This is a landowner modification and install issue. Complete
Filing IV Final Acceptance Inspection
Iron Forge Street

• Patch the core hole that exists near the west side of Iron Forge Rd. TR will take care of this issue but was not responsible for the coring; this was done by the PUC companies and their contractors/crews. Estimated completion spring 2014.

• Seal the joint crack that exists near Iron Forge Rd and CR 3. Scheduled completion to be completed by June 2014.

Storm Sewer

• Inlet between Lot 2 and Lot 1
  - Remove debris
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Remove dirt blocking opening
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Remove temporary erosion control devices
    Previously Completed, will re-inspect, estimated completion June 2014.

• Irrigation Siphon north of Iron Forge Rd
  - Remove debris
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Remove dirt blocking opening
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Fix erosion
    Previously Completed, will re-inspect, estimated completion June 2014.

• Irrigation Siphon south of Iron Forge Rd
  - Remove debris
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Remove dirt blocking opening
    Previously Completed, will re-inspect, estimated completion June 2014.

• Outfall structure on west side of Lot 7 detention pond
  - Remove debris
    This is a current land owner issue.
  - Remove dirt blocking opening
    This is a current land owner issue.
  - Fix erosion around the pipe
    This is a current land owner issue. Complete

• Inlet structure on east side of lot 7 detention pond
  - Remove debris
    This is a current land owner issue.
  - Remove dirt blocking opening
    This is a current land owner issue.
  - Remove temporary erosion control devices
    This is a current land owner issue. Complete
Utility Post Marker
All utilities are the ownership of the FCT/LVLD and or SFCD district and have been accepted and beyond all warranty periods:
• Lot 3—Remark fire service line stub  
• Lot 4—Remark fire service line stub  
• Lot 5—Remark sewer service line stub  
• Lot 9—Remark fire service line stub Complete

Miscellaneous
• Provide pond certifications for the drainage pond located in Lot 7  
  Completed. Certification forwarded to Town Engineer Complete

• Remove the trash pile that is located in the southwest corner of Lot 6  
At the time of construction acceptance by the previous town staff all lot grading was certified and accepted and all lots were clean and finished graded. Existing trash piles appeared during the construction of the existing building adjacent to this trash pile. Complete

• Install street lights within Filing IV and along CR 3  
Lighting plan has been sent to Town Engineer for approval, completion contingent upon approval and Xcel Energies work scheduled to be determined upon lighting approval, projected completion late 2014 Complete

• Remove the two large soil mounds that are located in Lot 7  
These piles became the ownership of the current owner of this lot Complete

• Please explain why there is not any curb and sidewalk present on CR 3 and the cul-de-sac along the Mill Brothers property  
TR was directed to leave the curb and sidewalk out by the previous town staff per the request of Mill Brothers landscaping for access into their lot/business Complete

April 22, 2014
Inspection Memo

Department: Community Development
Topic: Timnath Ranch Landscape Inspection and Punch List
Date: June 3, 2014
Reference: Timnath Ranch Subdivision, 3rd Filing
Final Landscape and Open Space Plan As-Buils, 11.05.2013

Inspection performed June 2, 2014. As-built Plans dated 11.05.13

1. Sheet 3 of 10, Club Drive and entry
   a. Several missing grasses and plants in entry beds and cobble areas that
      should be replaced per plan and to fill in bare areas. This occurs on both
      sides of the entry. Replant per plan.
   b. One (1) dead and one (1) missing deciduous tree on the eastern side of the
      entry. These must be replaced.
   c. The round-a-bout landscaping is not differentiated as shown. The plan
      indicates manicured and native grass—it appears to be all native. Plans
      should be updated. Also, exposed driplines need to be covered.
   d. The one (1) tree shown in the median is dead and needs replaced. Verify
      drip to the tree.

2. Sheet 4 of 10, Club Drive and entry
   a. The (1) one tree shown in the median is dead and needs replaced. Verify
      drip to the tree.
   b. Median treatments are not differentiated as shown. Plan shows two (2)
      different treatments. Please verify and update plans accordingly.
   c. The existing evergreens are not acceptable as street trees and need to be
      removed and replaced with deciduous / canopy shade trees. Please provide
      an updated plan set showing these modifications.

3. Sheet 5 of 10, Schoolhouse Drive and Eagle Creek Road
   a. The entry beds have dead and missing plant materials. Please replace
      these materials, and replenish the mulch to cover the driplines that are
      exposed.
b. Several of the evergreens along Eagle Creek and School House Dr. are diseased and declining, and some are topped. These should be replaced with healthier trees or evaluated and treated by a licensed arborist.

c. One (1) street tree along School House Drive is dead and needs replaced.

d. One (1) street tree at the intersection of School House Drive and Wheatfield Lane is dead and needs replaced.

4. Sheet 6 of 10, Rock Hill Road area

a. The entry beds have dead and missing plant materials. Please replace these materials, and replenish the mulch to cover the driplines that are exposed.

b. There is one (1) dead Honeylocust along Wheatfield Lane that needs replaced.

c. Three (3) ornamental trees along Wheatfield Lane are topped and need replaced.

d. There is one (1) dead and one (1) missing tree at the intersection of Eagle Creek Road and Rock Hill Road. These need to be replaced.

5. Sheet 7 of 10, Summerfield Parkway and Red Bridge Drive area

a. The entry beds need to have the mulch replenished to cover the driplines that are exposed.

b. All of the Honeylocusts located in the median are declining and appear to be diseased. These need to be inspected by a licensed arborist and treated or replaced as necessitated.

c. There are numerous missing ornamental grasses within the median and along the drive in the beds. These need to be planted per plan.

d. There are two (2) missing street trees along Summerfields Parkway that need to be replaced per plan.

e. The evergreens in this area are diseased and declining and should be replaced with healthier trees or evaluated and treated by a licensed arborist.

f. There is one (1) dead and one (1) severely diseased and stunted tree along Red Bridge Drive. These need to be replaced.

g. Mulch in the parkway needs to be replenished.

6. Sheet 8 of 10, Summerfield Parkway and School House Drive area

a. The entry beds have missing plant materials (groundcovers) and dead ornamental grasses. These need to be replaced per plan.
b. There are three (3) missing street trees in the parkway along Summerfields Parkway (eastern side, between Fireside Drive and School House Drive) that need to be replaced.

c. All the street trees (4) along the western frontage of Summerfields (between Fireside Drive and Schoolhouse Drive) are declining or dead and need to be replaced.

7. Sheet 9 of 10, Summerfield Parkway and School House Drive area
   a. Covered in other comments.

8. Sheet 10 of 10, Red Bridge Drive area
   a. There is one (1) missing and one (1) dead tree along Red Bridge Drive that need to be replaced. One is in the parkway and one is in the tract by the lots.
   b. The stretch between Brookline Drive and Wishing Well Lane has two (2) missing evergreen trees that need to be planted per plan.
   c. Replenish the mulch and cover driplines in the planting bed areas.
   d. All street trees in this stretch appear to be declining / diseased. These need to be evaluated and treated by a licensed arborist or replaced.
   e. There is one (1) dead tree and one (1) tree with severe dieback along red Bridge Drive (between Wishing Well Lane and Brookline Drive) that need to be replaced.

Upon completion of the above punchlist items contact the Town of Timnath Community Development Department for re-inspection / verification. The Timnath Ranch Metropolitan District is to provide a letter to the Town acknowledging acceptance and maintenance of landscaping.
Exhibit C
Open Space Requirements
<table>
<thead>
<tr>
<th>AREAS</th>
<th>TOTAL OPEN SPACE ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>AREA A</td>
<td>1.16 ACRES</td>
</tr>
<tr>
<td>AREA B</td>
<td>2.23 ACRES</td>
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<tr>
<td>AREA C</td>
<td>1.28 ACRES</td>
</tr>
<tr>
<td>AREA D</td>
<td>1.06 ACRES</td>
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<tr>
<td>AREA E</td>
<td>2.71 ACRES</td>
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<tr>
<td>AREA F</td>
<td>6.93 ACRES</td>
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<tr>
<td>AREA G</td>
<td>2.36 ACRES</td>
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<td>AREA H</td>
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<td>AREA I</td>
<td>5.00 ACRES</td>
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<td>AREA J</td>
<td>3.51 ACRES</td>
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<tr>
<td>AREA K</td>
<td>2.68 ACRES</td>
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</table>

Subdivision
2nd, 3rd & 5th Filings
Final Landscape and Open Space Plan

AREA G: 1.93 ACRES
TOTAL OPEN SPACE ACRES: 13.87 ACRES
TOTAL PROPERTY ACRES: 412.18 ACRES
OPEN SPACE PERCENTAGE: 33.05%

Prepared by:
February 1, 2001

Open Space Plan
Exhibit D
Heritage Park
Timnath Ranch
Exhibit 9

Heritage Park Site

HERITAGE

PARK
5.6 ACRES
Exhibit E
Trail Construction Responsibility
Exhibit #4 - Regional Trails (Amended 4.8.14)

- Responsibility of TR 3rd - Complete
- Responsibility of TR 2nd - To be phased with development
- Responsibility of Town of Timnath
# TIMNATH TOWN COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item: A Resolution Appointing a Redistricting Commission</th>
<th>Ordinance ☐ Resolution ✓ Discussion ☐ For Information ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 10, 2014</td>
<td></td>
<td></td>
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<tr>
<td>Presented by:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town Attorney</td>
<td></td>
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</tbody>
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**EXECUTIVE SUMMARY:** Resolution

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

**KEY POINTS/SUPPORTING INFORMATION:**
- Section 5.1 of the Timnath Town Charter requires that the Town Council appoint a Redistricting Commission of five (5) members prior to June 15 of the year that the number of registered electors in the Town totals twelve-hundred individuals (1,200) at the time of the regular Town election, as determined by the best information readily available to the Town Council.
- This Resolution sets forth the qualifications necessary to serve on the Redistricting Commission and appoints the required five (5) members.

**ADVANTAGES:**
Approval of the Resolution at this time meets the June 15 deadline to appoint the Redistricting Commission. This will initiate the redistricting process as required at this time by the Timnath Town Charter.

**DISADVANTAGES:**
None.

**FINANCIAL IMPACT:**
Subject to further analysis by the Town Manager. While the Redistricting Commission members serve without compensation, they will likely require technical assistance in drafting the redistricting plan. As set out in the Timnath Town Charter, the Redistricting Commission may hire or contract staff to perform such services. The Redistricting Commission members may also be reimbursed for actual and necessary expenses.

**RECOMMENDED MOTION:** I move approval of Resolution No. 36, Series 2014 entitled A Resolution Appointing a Redistricting Commission.

**ATTACHMENTS:**
1. Resolution
WHEREAS, pursuant to Section 5.1 of the Timnath Town Charter (the “Charter”), the Town Council has determined upon the best information readily available that the number of registered electors in the Town totaled at least twelve hundred (1,200) individuals at the time of the April 7, 2014 regular Town election; and

WHEREAS, pursuant to Section 5.1 of the Charter, having made the above-referenced finding, the Town Council must appoint a Redistricting Commission prior to June 15, 2014; and

WHEREAS, pursuant to Section 5.7 of the Charter, the duties of the Redistricting Commission will be to review the population of the Town and produce a redistricting plan containing three (3) councilmember districts; and

WHEREAS, pursuant to Section 5.2 of the Charter, the Redistricting Commission must consist of five (5) members, each of whom must be a registered elector of the Town; and

WHEREAS, further pursuant to Section 5.2 of the Charter, no member of the Council or any other elected or appointed Town officer may be appointed to the Redistricting Commission; and

WHEREAS, in advance of the June 15, 2014 appointment deadline, the Town Council solicited Letters of Interest to serve on the Redistricting Commission from all registered electors of the Town and has reviewed each submitted Letter of Interest; and

WHEREAS, the individuals being considered for appointment are generally familiar with the duties of the Redistricting Commission, the time commitment required to serve on the Redistricting Commission, and the requirement of Section 5.5 of the Charter, which says that the members of the Redistricting Commission will serve without compensation, except that they are allowed reimbursement for actual and necessary expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:
Section 1. In accordance with the requirements of Section 5.2 of the Timnath Town Charter, the Town Council hereby appoints the following five (5) qualified individuals to serve as the Redistricting Commission:

1) Name: Address:

2) Name: Address:

3) Name: Address:

4) Name: Address:

5) Name: Address:

Section 2. The appointments will take effect immediately.

Section 3. The Redistricting Commission will prepare a redistricting plan according to the requirements of Section 5.8 of the Charter, and, pursuant to Section 5.9 of the Charter, submit the plan to the Town Council by November 15, 2014.

Section 4. The Town Manager and Town Consultants are hereby authorized to coordinate with the members of the Redistricting Commission in order to provide necessary technical assistance to complete the redistricting plan, including the presentation of a budget to support such activities to the Town Council for approval. Such budget will include provisions to reimburse the Redistricting Commission members for actual and necessary expenses pursuant to Section 5.2 of the Timnath Town Charter.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 10TH, 2014,
TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, Town Clerk
TOWN COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>May 27, 2014</th>
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<td>Item: EXECUTIVE SESSION:</td>
<td>“For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”</td>
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<tr>
<td>Presented by:</td>
<td>Town Attorney</td>
</tr>
<tr>
<td>Ordinance</td>
<td>☐</td>
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<tr>
<td>Resolution</td>
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<tr>
<td>Discussion</td>
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</table>

KEY POINTS/SUPPORTING INFORMATION:

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

ADVANTAGES:
N/A

DISADVANTAGES:
N/A

FINANCIAL IMPACT:
N/A

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

ATTACHMENTS:
N/A