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

2. AMENDMENTS TO THE AGENDA  Note: The Council may add to this agenda, any item for discussion or action.

3. PUBLIC COMMENT:  Note: It is requested that public comments be limited to three minutes. When several people wish to speak with the same position on a given item, they are requested to select a spokesperson to state that position.

4. CONSENT AGENDA
   a. Approval of the September 24, 2014, Town Council Meeting Minutes
   b. Approval of the Check Register
   c. RESOLUTION NO. 53, SERIES 2014, A Resolution Ratifying the Approved the Reservoir Policy Amendments

5. REPORTS
   a. Mayor and Council

6. ORDER OF BUSINESS:
   a. RESOLUTION:  Approval of the Serratoga Falls Sketch Plan - POSTPONED

   b. RESOLUTION NO. 54, SERIES 2014, A Resolution Adopting/Rejecting the Redistricting Commission’s Proposed Redistricting Plan
      Presented by April Getchius, Town Manager

   c. ORDINANCE NO. 12, SERIES 2014, SECOND READING, PUBLIC HEARING  An Ordinance Amending Chapter 6, Article III of the Timnath Municipal Code
      Presented by Robert Rogers, Contracted Town Attorney

   d. RESOLUTION NO. 55, SERIES 2014, A Resolution Approving the Banking Services Contract
      Presented by April Getchius, Town Manager

   e. RESOLUTION NO. 56, SERIES 2014, A Resolution Establishing Town Meeting Rules and Procedures
      Presented by Robert Rogers, Contracted Town Attorney
All Attachments can be obtained at the Town Administration Building, 4800 Goodman Street

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

   Presented by Robert Rogers, Contracted Town Attorney

g. RESOLUTION NO. 57, SERIES 2014, A Resolution Approving the Riverbend Amended and Restated Public Improvements Agreement

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

   Presented by April Getchius, Town Manager

7. ADJOURNMENT
1. CALL TO ORDER AND ROLL CALL:
Mayor Grossman-Belisle called to order the meeting of the Town Council on Wednesday, September 24, 2014 at 6:06 p.m.

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

Also Present:
   a. April Getchius, Town Manager
   b. Robert Rogers, Contracted Town Attorney
   c. Silvia Fejka, Contracted Town Attorney
   d. Don Taranto, Contracted Town Engineer
   e. Matt Blakely, Contracted Town Planner
   f. Brian Williamson, Contracted Town Planner
   g. Phil Goldstein, PC Chair, Timnath Resident

2. AMENDMENTS TO THE AGENDA:
   a. Add item 6f - Amendments to the Timnath Reservoir Use Policy
   b. Move Item 6f (Executive Session) to 6g
   c. Move Item 6g (Fort Collins IGA) to 6h

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

4. CONSENT AGENDA:
   a. Approval of the August 26, 2014, Town Council Meeting Minutes
   b. Approval of the Check Registers

Councilmember Pearson moved to approve the consent agenda. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.
5. REPORTS:
   a. Mayor/Council – VIP Opening and Member Preview of Costco is October 1st, Grand
      Opening October 2nd at 8 am.
   b. Staff – Included in the packet

6. ORDER OF BUSINESS:
   a. RESOLUTION NO. 50, SERIES 2014, A Resolution Approving the CEBT Contributions
      Staff Comments:
         • Ms. Getchius stated that this was the annual insurance renewal. They are moving
           to calendar year coverage.
      Councilmember Neal moved to approve RESOLUTION NO. 50, SERIES 2014, A
      Resolution Approving the CEBT Contributions. Councilmember Pearson seconded the
      motion. The motion passed unanimously by voice vote.

   b. RESOLUTION NO. 51, SERIES 2014, A Resolution Approving the Gerrard Change Order
      Staff Comments:
         • Mr. Taranto gave the total $9,000 and asked for questions.
      Councilmember Pearson moved to approve RESOLUTION NO. 51, SERIES 2014, A
      Resolution Approving the Gerrard Change Order. Councilmember Voronin seconded the
      motion. The motion passed unanimously by voice vote.

   c. DISCUSSION/POSSIBLE ACTION: Marketing Plan Contract
      Staff Comments:
         • Ms. Getchius gave an overview of the contract for a visioning plan for all of
           Timnath to create a marketing document.

      Town Council Questions and Comments:
         • Mayor Grossman-Belisle asked if the scope included all of the Town or just Old
           Town.

      • Ms. Getchius was asked to verify that the contract is to cover the whole town.
          Mr. Taranto agreed that the scope included the entire Town.

      • Councilmember Neal asked if there were deliverables, Ms. Getchius said it was
        described in the scope of services.

      Councilmember Neal moved to approve the Marketing Plan Contract. Councilmember
      Steinway seconded the motion. The motion passed by unanimous voice vote.
d. **RESOLUTION NO. 52, SERIES 2014**, A Resolution Approving the Intergovernmental Agreement Between the Town of Timnath and the Town of Windsor

Staff Comments:
- Mr. Taranto described scope of the IGA as it relates to CR1 and the agreement for construction and maintenance.

Town Council Questions and Comments:
- Mayor Grossman-Belisle asked if the agreement could be amended to include other parts of CR1, Mr. Taranto said that it could.

**Councilmember Pearson moved to approve RESOLUTION NO. 52, SERIES 2014**, A Resolution Approving the Intergovernmental Agreement Between the Town of Timnath and the Town of Windsor. **Councilmember Steinway seconded the motion.** The motion passed unanimously by voice vote.

e. **ORDINANCE NO. 12, SERIES 2014**, An Ordinance Amending Chapter 6, Article III of the Timnath Municipal Code and set a Public Hearing on October 14, 2014, at 6:00 p.m.

Staff Comments:
- Mr. Rogers described the details of the proposal, regarding the tasting policies.

**Councilmember Neal moved to approve ORDINANCE NO. 12, SERIES 2014**, An Ordinance Amending Chapter 6, Article III of the Timnath Municipal Code and set a Public Hearing on October 14, 2014, at 6:00 p.m.. **Councilmember Steinway seconded the motion.** The motion passed unanimously by voice vote.

f. **Councilmember Steinway introduced a document, attached to these minutes, outlining proposed changes to the Timnath Reservoir Boating Policy.** Specifically to extend the permit for a year from date of purchase, and to remove the horsepower standard.

- Mayor Grossman-Belisle offered a late season pass, so we would not have to track permits from year to year. Councilmember Neal was open to any solution that would help prorate the passes based on the amount of time they would be valid.
- Mr. Blakely added that the reservoir policies and rules will come under review at the end of the season and we might not want to have active pass holders as the rules may change.

**Councilmember Neal moved to** amend the current boating policy to add late season pass at $10 for non-motorized, and $50 for motorized vehicles and to remove the horsepower limitation. **Councilmember Pearson seconded the motion.** The motion passed unanimously by voice vote.

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
Councilmember Neal 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 Pearson seconded the motion. The motion passed unanimously by voice vote.

Council went into executive session at 6:32 pm. The regular meeting reconvened at 6:45 pm.

h. ORDINANCE NO. 8, SERIES 2014, FIRST READING, An Ordinance Approving Amendment #7 To The Intergovernmental Agreement Between The Town Of Timnath And The City Of Fort Collins and set a public hearing on May 13, 2014, at 6:00 p.m.

TABLED

7. ADJOURNMENT:

Mayor Grossman-Belisle adjourned the meeting 6:46 p.m.

Town Council approved the September 24, 2014, Town Council Meeting Minutes on October 14, 2014.

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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**LARIMER COUNTY SALES/USE TAX**

**SEP 2014**

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**Laser Technology Inc**

140422 RI

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**Lawn Doctor of Fort Collins**

223468

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**LOWE’S**

10167

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**MARCH, OLIVE & PHARRIS, LLC**

135365

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**Matthew Bender & Co, Inc**

63621479

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**MILISSA PETERS**

SEP 2014

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**MISC VENDORS**

6380 SIMON COURT

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9232014

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LOC REFUND

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Xcel Energy

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## Payment Approval Report - check register

Report dates: 8/1/2014-10/31/2014

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Dated: ______________________________________________________

Mayor: ______________________________________________________

City Council: ________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

City Recorder: ______________________________________________

---

Report Criteria:

- Invoices with totals above $0.00 included.
- Only unpaid invoices included.
**EXECUTIVE SUMMARY:** At the September 24, 2014 Town Council meeting, the Council approved two changes to the Timnath Reservoir use policy. The first created late season passes for 2014 to be re-evaluated in 2015. The second removed the horse power restriction on motorized boats as their use is governed by speed limits. This resolution ratifies the September 24, 2014 action.

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

**KEY POINTS/SUPPORTING INFORMATION:**
- Late season passes will allow use of the reservoir through December 31, 2014.
- Motorized late season passes are $50 and non-motorized passes are $10.
- The total number of passes permitted per season remains unchanged.

**ADVANTAGES:**
- Allows for the use of the reservoir later in the season at a discounted pass price.

**DISADVANTAGES:**
- None.

**FINANCIAL IMPACT:**
- Potential very small revenue increase.

**RECOMMENDED MOTION:** I move approval of Resolution No. 53, Series 2014 entitled “A Resolution Ratifying Changes to a Town of Timnath Policy.”

**ATTACHMENTS:**
1. Resolution
2. Reservoir Policy
A RESOLUTION RATIFYING CHANGES TO A TOWN OF TIMNATH POLICY

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

WHEREAS, pursuant to that power, the Town Council finds it necessary to adopt policies that provide guidance to staff and future decision makers regarding the management of the Town's matters; and

WHEREAS, the Town Council has determined that the attached policy on the use of Timnath Reservoir is critical to the proper management of the Town’s affairs.

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

The Town Council hereby ratifies action taken at the September 24, 2014 Town Council meeting amending the attached policy and directs the Town Manager to place them into effect immediately.


TOWN OF TIMNATH, COLORADO

________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________
Milissa Peters, Town Clerk
TOWN COUNCIL ADOPTED POLICY

SUBJECT: Timnath Reservoir Use

ISSUE DATE        EFFECTIVE DATE
March 25, 2014        March 25, 2014
Amended September 24, 2014     September 25, 2014

INTENT

The Town leases Timnath Reservoir for the enjoyment of Timnath residents. The purpose of this policy is to outline the rules for Timnath Reservoir’s use.

POLICY

I. For Timnath Residents – At this time, Timnath Reservoir will be restricted to the use and enjoyment for Timnath Residents and their guests.

II. Shore Use – Shore use is defined as activities such as swimming from the designated beach area as it is developed, fishing from the shore or piers, picnicking and general recreation on the shore and adjacent Reservoir property. Any interpretation regarding what constitutes appropriate Shore Use shall be at the discretion of the Town Manager.

III. Surface Water Use - Surface Water Use shall include motorized watercraft, non-motorized watercraft (trolling motors shall be considered non-motorized watercraft for the purposes of this policy), fishing from a boat, water skiing, swimming from a boat. Surface Water Use does not include jet skis or inboard hydroplanes. Any interpretation regarding what constitutes appropriate Surface Water Use shall be at the discretion of the Town Manager.

1 This policy is valid for the 2014 season only as it relates to motorized boating and must be re-affirmed by the Town Council.
IV. Boating Regulations

a. Permits

i. Annual permits are available for any non-motorized (including trolling motored fishing boats) and motorized boats that require State of Colorado registration online or at Timnath Administration Building 4800 Goodman Street, Timnath, CO  80457. A Town of Timnath boating permit is required to launch any boat and must be affixed to the right side of the boat. Permits are non-transferable and non-refundable. The permit holder is accountable for the actions of the boat driver. The permits may also list additional residents of the permit holder's household who may operate the boat. The permit holder or an additional named household resident must be on-board at all times while the boat is being operated on Timnath Reservoir.

1. The Town will issue one hundred (100) non-motorized and fifty (50) motorized boat permits per year on a first come first serve basis. Non-motorized permits will be $25 and motorized will be $450 per year. Limit one permit type per household.

2. Sale of permits will commence in the first week of January or upon adoption of this policy.

3. Permit fees are for one year period ending December 31 of each year, regardless of when the permit is purchased. There will be no pro-rata discount for partial year permit purchases.

4. All permit holders must be Timnath residents.

4.ii. Late Season Pass. After Labor Day, season passes for 2014 will be made available at a reduced rate of $50 for motorized boats and $20 for non-motorized boats. Late Season Passes are valid through December 31, 2014.

4.iii. Permit Requirements. The following items must be presented when purchasing a permit.

1. Signed Timnath Reservoir Boating Permit Application (available online and attached to this policy).

2. Signed Timnath Reservoir Permit Agreement and Waiver (available online and attached to this policy).


4. Driver’s license (the number must be recorded on the permit application).

5. Current boat registration.

6. Proof of insurance for motorized boats that include liability insurance in the minimum amount of $300,000 per accident and $100,000 per individual, including bodily damage. Binders, application, or receipts are not acceptable. A copy of the insurance certificate will be kept on file.
b. **General Regulations**

   i. No alcohol may be consumed on premises or on boats.
   
   ii. Visitors must not enter any private or restricted areas.
   
   iii. Motorized boat operations are limited to Thursday through Saturday and the first and third Sunday of the Month from 7:00 a.m. to 5:00 p.m. No boating, however, is allowed before dawn or after sunset.
   
   iv. Shore access is allowed 6:00 a.m. to sunset.
   
   v. No littering.
   
   vi. Dogs on leashes are permitted. Owners must cleanup dog waste.
   
   vii. No four wheel or other recreational vehicles (other than bicycles) are permitted.
   
   viii. Playing on or entering irrigation ditches or mechanical buildings is prohibited.
   
   ix. No motor vehicles are permitted outside of the designated parking area.
   
   x. No camping.
   
   xi. No fires unless otherwise permitted by the Town.
   
   xii. The Town reserves the right to alter these rules if there are problems, repeat violations or other issues. The Town reserves the right to ban individuals or groups or revoke privileges for the Reservoir Property for inappropriate behavior, unsafe boating, or prohibited activities.
   
   xiii. The Town reserves the right to alter hours of operation for special events or other reasons.

b. **General Boating Regulations**

   i. All crafts requiring a permit must have:
      1. Coast Guard approved lifejackets for every person onboard.
      2. A paddling device and at least one buoyant cushion or life ring.
      3. An efficient whistle or other mechanical sound producing device.
      4. At least one two pound (or higher) “B-1” extinguisher.
   
   ii. Boats may not exceed one motor or 24 feet in length. **Horsepower of motor is limited to 350.**
   
   iii. The speed limit for Timnath Reservoir is 40 mph.
   
   iv. All motorized boats must remain outside designated markers/buoys and 200 feet from shoreline with homes unless docking.
   
   v. No motorized boat shall launch from any point other than the boat dock.
   
   vi. Trail parking is limited to the parking lot only.
   
   vii. While a boat is moving, passengers must be seated and off gunwales and bows.
   
   viii. No person under sixteen years of age shall operate a motorboat in this state unless they hold and have in their possession a boating safety certificate approved by the Colorado Division of Parks and Outdoor Recreation.
   
   ix. An inspection of your boat by any Colorado Division of Parks and Recreation staff member or police officer or sheriff deputy may be conducted at any time during the boating season.
ix. Low water levels should be checked before launching vessels.

x. Due to water level fluctuations, please watch for debris. The Town is not responsible for damages associated with low water use.

xi. When lightning is at a thirty (30) second count distance away, the reservoir will be closed. It is strongly recommended that you find shelter in your car. Thirty minutes after the last audible thunder the reservoir will reopen.

xii. All boat travel will be in a counterclockwise rotation.

xiii. The reservoir is used for recreation purposes and agricultural irrigation supply. As in any natural body of water, microorganisms are present which may cause illness if ingested.

xiv. No private docks are allowed on the reservoir. No overnight storage on the reservoir property is allowed without the explicit consent of the Town Council.

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

xvi. No motorized boats shall operate without mufflers or with through hull exhaust.

xvii. No loud speakers shall be used on the boat to communicate with water sport participants.

d. Water Sports on Motorized Boats

i. All water sports will abide by appropriate State of Colorado boating statutes and regulations.

ii. Boats towing water sport participants have right of way over other boats.

iii. Boats towing water sport participants must have a driver and an observer in the boat at all times. The observer must be at least 12 years of age and capable of handing the tow rope, flag and relaying water sport participant’s signals to the driver.

iv. The observer must clearly display an orange or red flag at least 12 inches square when a skier/wake boarder is down. If a water sport participant falls, they should immediately give the “okay” hand signal.

v. Water sports participants will respect non-motorized boats and will stay a safe distance from other boaters.

vi. Boats will travel at “wakeless” speeds in and out of loading areas.

vii. Participants must wear a lifejacket or a barefoot suit with a built-in floatation device.

viii. Tow ropes will be no longer than 100 feet.
Timnath Reservoir Boating Permit

Today's Date: _________________

Name of Boat Owner: ___________________________________________________________________

Mailing Address: _______________________________________________________________________

Phone Number: ________________________________________________________________________

Type of boat:  Motorized: ______________________________________________________________
Non-Motorized: __________________________________________________________

Driver's License #/State: _________________________________________________________________

Motorboats Only: Please list any person(s) residing at the address listed above, that may legally
operate the boat. At least one person listed on this permit must be, present with the boat when on
Timnath Reservoir.

___________________  ___________________  ___________________
___________________  ___________________  ___________________
___________________  ___________________  ___________________

FOR MOTORIZED/NON-MOTORIZED with ENGINE and SAILBOATS:

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

Horsepower: ___________________________  On File (staff initial): ________________

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

FOR TOWN OF TIMNATH ADMINISTRATION USE ONLY

Payment Type: _____________________  Driver’s License/ID# : _____________________
Amount Received: ___________________  Payment Received By: ___________________________

Motorized Requirements (Complete Checklist):

_____ Timnath Reservoir Boating Permit Application
_____ Timnath Reservoir Permit Agreement and Waiver
_____ Proof of Residency in Timnath
_____ Driver’s License (the number must be recorded on the permit application)
_____ Current Boat Registration (motorized and sailboats only)
_____ Proof of Insurance (motorized only)
Timnath Reservoir Permit Agreement and Waiver

I/we hereby agree to obey the rules and regulations of the Town of Timnath and the State of Colorado applicable to boating and the use of Timnath Reservoir. A copy of these rules and regulations is made part hereof, of reference thereto with the same force and effect set forth herein, in every particular.

I/we agree to indemnify, defend, hold harmless the Town of Timnath, its officers, agents and employees from all claims and demands of every kind of nature for injury or damage, either to myself, my guests, or made by a third party, arising from injury to the undersigned, or damage to my property or the property of others, arising out of or in connection with the use and operation of my boat or boats on Timnath Reservoir.

The undersigned verifies that, as of the date of this application, they have, in full force and effect, through an insurance company licensed to do business in the State of Colorado, third party liability and property damage insurance upon the boat for which application is being made, in coverage amount of no less than $100,000 individually and $300,000 per accident. The undersigned agrees to supply verification of said insurance to the Town.

In applying for this boating permit, I understand that:

- I have received and read a copy of the Boat Rules & Regulations.
- The permit allows me to operate my boat on the Lake, for the period
  (time) _______ until _______ on this _______ day of ________
  (Start time) (End time) (Date) (Month and year)
- The Town of Timnath is not responsible for the safekeeping of my boat or other property at the Lake, or for damage to the boat or property by reason of debris, fire, flood, storm, wind, water, theft, vandalism, or otherwise.
- It is my responsibility, and not the Town of Timnath's, to take changes in water level into account when operating my boat on the Reservoir, launching or retrieving it from the Reservoir.
- The Town will not refund permit fees under any circumstance.
- The Town or a Timnath Police Officer may limit or revoke a permit for violation of any rule of conduct, policy, or county/town ordinance. If a permit is revoked at any time due to a violation, that boat, its owner and family members will not be allowed to purchase another permit until the subsequent boating season.

________________________   _____________
Signature of Owner      Date

________________________   _____________
Witness       Date
**EXECUTIVE SUMMARY:** When the number of electorates in the Town exceeds 1,200, the Town Charter requires that the Town Council appoint a commission to prepare a plan for districting. The electorates exceeded that number at the 2014 election. On June 10 the Town Council appointed five members to the Commission. The Commission met and held a public meeting on September 4. Their recommendation (attached) must be presented to the Town Council by October 15. The attached resolution provides the Council the option to either accept or reject the Commission’s recommendation. Members of the Commission will be in attendance at the Town Council meeting.

**STAFF RECOMMENDATION:** Staff does not provide a recommendation or supporting information on the Commission’s work. Staff only provided legal, statistical and coordination support to the Commission.

**KEY POINTS/SUPPORTING INFORMATION:** Not applicable.

**ADVANTAGES:** Not applicable.

**DISADVANTAGES:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

**RECOMMENDED MOTION:** Not applicable.

**ATTACHMENTS:**
1. Districting Commission’s Report
2. Resolution
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 54, SERIES 2014

A RESOLUTION ADOPTING/REJECTING THE REDISTRICTING COMMISSION’S PROPOSED REDISTRICTING PLAN

WHEREAS, pursuant to Section 5.1 of the Timnath Town Charter (the “Charter”), the Town Council (the “Council”) appointed the Redistricting Commission on June 10, 2014, by passing the Resolution Appointing a Redistricting Commission; and

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

WHEREAS, the Redistricting Commission has produced the Plan and submitted the Plan for public hearing on September 4, 2014, pursuant to Section 5.9 of the Charter; and

WHEREAS, the Council must adopt or reject the Plan at a public meeting pursuant to Section 5.11 of the Charter.

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 5.10 [if rejection] and 5.11 of the Charter, the Town Council hereby ____ [approves] ____ [rejects] the Plan submitted by the Redistricting Commission.

[If rejection.] Section 2. The Council shall hereby submit its objections to the Redistricting Commission as required under Section 5.11 of the Charter, and the Redistricting Commission shall prepare a revised plan and submit such plan prior to February 15, 2015.

[If adoption.] Section 2. The Plan is effective as of this October 14, 2014, the date of adoption, pursuant to Section 5.12 of the Charter.
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE
TOWN OF TIMNATH, ON OCTOBER 14, 2014.

TOWN OF TIMNATH, COLORADO

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Milissa Peters, Town Clerk
To the Honorable Mayor and Council Members:

In accordance with the Timnath Town Charter Section 2.2.1, this Commission was formed after the number of registered voters exceeded 1200 with the mission of redistricting the town of Timnath. This commission used the redistricting guidelines as set forth in Article V of the Town Charter to bound and guide our efforts. We believe the proposal below meets all the guidelines detailed in Section 5.8.

In accordance with Section 5.9, a public hearing was held on September 4 at 6:00 P.M.. There were no questions related to the redistricting proposal during the meeting, nor was there any feedback received. As there was no public feedback that would change our proposed redistricting plan, this Commission is, in accordance with Section 5.10, bringing the proposal to Council.

The Commission was also asked to consider the following situation. With the 1200 voter threshold moving the Town Council to 7 members, this would give Timnath one of the highest council member to voter ratios in Colorado. After given due consideration, it is the opinion of this Commission that we move forward with redistricting. We offer the following as rationale; Timnath is currently growing at a rapid rate and is set to accelerate even further. Given the additional council members will not come at additional expense, we feel the town will greatly benefit from additional guidance and perspective. A delay in redistricting would require the Town Charter be modified. The Commission does not believe any benefit gained by a redistricting delay would be worth the effort of a Charter change. Redistricting will also ensure that every neighborhood is fairly represented by a person from their district.

Proposal:

- **District 1**: Original Town “Old Town” and all subdivisions north of Harmony Road (Serratoga Falls, Wildwing, Fairview Village, Harmony), including proposed subdivisions (Fisher, Timnath Landing)
- **District 2**: Brunner Farm, Summerfields
- **District 3**: Timnath Ranch (including West Village), Timnath South – Meritage, Timnath South – Preserve, Timnath South – Future

**Section 5.8 Guidelines**

- Original Town “Old Town” to be one district or be wholly contained within one district: While it is not practical to have Original Town as a district on its own, it is wholly contained within District 1.
- Equality in Population (based on 2016 population projections):
  - District 1: 1009
  - District 2: 1009
  - District 3: 733
While District 3 has a mild imbalance, this district includes high growth areas such as West Village and Timnath South (Meritage and Future). This Commission believes the balance will be closer before the 2016 election.

Future looking statement: As neighborhoods reach full capacity and newer neighborhoods grow, the Commission realizes that a redistricting effort will be required in future. Build out projections would suggest that redistricting be looked at in the 2020 timeframe.

- Communities of Interest: Although Timnath contains neighborhoods with differing interests and concerns, such as Original Town, these differences did not outweigh the significant population imbalance it would have caused by making these their own district.
- Compactness and Contiguity/ Minimal Border Crossing: All neighborhoods remained intact and were as contiguous as possible given the make-up of Timnath.

Sincerely

John Cloudman
Craig Conway
Marty Jost
Nick Parris
Charlie Snider
Proposed District Map
EXECUTIVE SUMMARY: This Ordinance creates a process by which liquor license holders may apply to be permitted to conduct liquor tastings on license holder premises. The Ordinance would amend Chapter 6, Article III of the Timnath Municipal Code regarding Alcoholic Beverages, and sets out limitations on tastings as mandated under Colorado State law.

KEY POINTS/SUPPORTING INFORMATION:
- The Town has been requested by a local business to permit tastings.
- The Ordinance would permit such liquor tastings, under the constraints of Section 12-47-301(10) of the Colorado Revised Statutes. All limitations contained in the proposed Section 6.3.11 are state-mandated. It is worth noting however, that the council has the discretion impose stricter limitations than are contained in the proposed ordinance regarding the number of hours each tastings may last, the number of tastings per year per licensee, and the days on which tastings may occur.

ADVANTAGES:
- The Ordinance would permit local businesses to apply to hold liquor tastings on their premises, an advantage to both local businesses and residents.
- Minimal financial impact on the Town, as the Town may charge a reasonable application fee to offset its application review costs.

DISADVANTAGES:
The Ordinance would require nominal additional staff time and resources for the permitting and review process.

FINANCIAL IMPACT:
Little to no financial impact. State law mandates that the liquor licensee go through an additional tastings-specific application and hearing process with the local liquor enforcement authority. This requires nominal additional staff time and resources for the review and permitting process. However, Section 12-47-301 permits a municipality to charge a reasonable application fee to recoup these costs.

RECOMMENDED MOTION:
I move approval of Ordinance No.12, Series 2014 entitled an Ordinance Amending Chapter 6, Article III of the Timnath Municipal Code.

ATTACHMENTS:
1. Ordinance
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 12, SERIES 2014

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE III OF THE TIMNATH MUNICIPAL CODE

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

WHEREAS, pursuant to Section 12-47-301(10) of the Colorado Liquor Code, the Town has authority to establish a local licensing authority, administer the issuance and renewal of liquor licenses, and permit to the holders of such licenses (“Licensees”) to host liquor tastings on their premises; and

WHEREAS, in order to establish a procedure to permit tastings on the premises of Licensees, the Council desires to amend Chapter 6, Article III of the Timnath Municipal Code (“Code”).

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 6, Article III is hereby amended by the addition of the provisions attached herein as Exhibit A.

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

Section 4. 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 OCTOBER 14, 2014, AT THE TIMNATH
ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO, AND PUBLISHED BY TITLE THIS 24th DAY OF SEPTEMBER, 2014.

MOVED, SECONDED AND FINALLY ADOPTED IN SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON OCTOBER 14, 2014.

TOWN OF TIMNATH, COLORADO

____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

___________________________________
Milissa Peters, Town Clerk
EXHIBIT A

AMENDMENT TO CHAPTER 6, ARTICLE III OF THE TIMNATH MUNICIPAL CODE [TO FOLLOW SECTION 6.3.9]

6.3.10: Alcohol beverages tastings authorized; permit required (Ord. _____)

A. Tastings on the licensed premises of a retail liquor store licensee or of a liquor-licensed drugstore licensee are authorized to be conducted within the Town in accordance with Section 12-47-301(10), C.R.S., and subject to the provisions of this Chapter.

B. The local licensing authority is authorized to issue tasting permits in accordance with the requirements of this Chapter.

C. It shall be unlawful for any person to conduct tastings within the Town without having first received a permit issued in accordance with this Section 6.3.10.

D. Retail liquor store licensees and liquor-licensed drugstore licensees desiring to conduct tastings shall submit a tasting permit application to the Town Clerk.

E. The local licensing authority shall establish procedures for obtaining a tasting permit, and may, in connection with such procedures, charge a reasonable application fee. The procedures shall include, without limitation, conducting a noticed public hearing before the local licensing authority at which hearing the applicant must establish that the applicant is able to conduct tastings without violating the provisions of this Chapter. The local licensing authority may deny the application and any renewal application if it finds that the applicant has violated any provision of the Colorado Liquor Code, Colorado Code of Regulations, or this Code pertaining to alcohol sales and service in the previous two (2) years; if the applicant has not established the ability to conduct tastings in accordance with the provisions of this Chapter; or if the local licensing authority finds that the proposed tastings would create a public safety risk to the neighborhood. The notice for the public hearing shall be posted and published as required by Section 12-47-311, C.R.S.

F. The forms for the tasting permit application, the renewal application, and the tasting permit shall be prescribed by the local licensing authority. These forms shall include, without limitation, a schedule of the dates and times of the tastings to be conducted on the licensed premises during the term of the permit. The licensee may deviate from the approved schedule, provided that:

1. The licensee gives the Town Clerk and the Town’s liquor enforcement officer seven (7) days' prior written notice of such deviation; and

2. Such deviation does not violate any provision of this Chapter, the Colorado Liquor Code, Colorado Code of Regulations, or any other state requirement or municipal ordinance or regulation.

G. Renewal of tasting permits shall be concurrent with the renewal of licenses for retail liquor stores and liquor-licensed drugstores. A licensee's initial tasting permit shall expire on the same
date as the date of the licensee's retail liquor store or liquor-licensed drugstore license expires. The initial tasting permit application fee shall not be prorated if the permit expires in less than a year. Tasting permit renewal forms shall be submitted to the Town Clerk.

H. Any applicant for a tasting permit must also include with the filing of the initial and any renewal application, and keep current with the Town Clerk's office at all times, written proof that the licensee and each employee of the licensee who will be conducting the tastings have completed a server training program for tastings that meets the standards established by the Liquor Enforcement Division in the Colorado Department of Revenue.

I. Tasting permits shall be conspicuously and prominently posted by the licensee on the licensed premises at all times during business hours.

J. A tasting permit shall only be issued to a retail liquor store or a liquor-licensed drugstore licensee whose license is valid, not subject to a current or pending enforcement action by the Town or the State, and in full force and effect.

6.3.11: Limitations on tastings (Ord. ____)

Tastings within the Town shall be subject to the following limitations:

1. Tastings shall be conducted only by a person who has completed a server training program that meets the standards established by the Liquor Enforcement Division of the Colorado Department of Revenue, and who is either a retail liquor store licensee or a liquor-licensed drugstore licensee, or an employee of a licensee, and only on a licensee's licensed premises;

2. The alcohol used in tastings shall be purchased through a licensed wholesaler, licensed brew pub, or winery licensed pursuant to Section 12-47-403, C.R.S., at a cost that is not less than the laid-in cost for such alcohol;

3. The size of an individual alcohol sample shall not exceed one (1) ounce of malt or vinous liquor or one-half (½) ounce of spirituous liquor;

4. Tastings shall not exceed a total of five (5) hours in duration per day, which need not be consecutive;

5. Tastings shall be conducted only during the operating hours in which the licensee on whose premises the tastings occur is permitted to sell alcohol beverages, and in no case earlier than 11:00 a.m. or later than 7:00 p.m.;

6. The licensee shall prohibit patrons from leaving the licensed premises with an unconsumed sample;
7. The licensee shall promptly remove all open and unconsumed beverage samples from
the licensed premises or shall destroy the samples immediately following the completion
of the tastings;

8. The licensee shall not serve a person who is under twenty-one (21) years of age or
who is visibly intoxicated;

9. The licensee shall not serve more than four (4) individual samples to a patron during a
tasting;

10. The alcohol samples used in a tasting shall be served in clear, open containers and
shall be provided to a patron free of charge;

11. Tastings may occur on no more than four (4) of the six (6) days from a Monday to
the following Saturday, not to exceed one hundred four (104) days per year; and

12. No manufacturer of spirituous or vinous liquor shall induce a licensee through free
goods or financial or in-kind assistance to favor the manufacturer's products being
sampled at a tasting, and the licensee shall bear the financial and all other responsibility
for a tasting.
**EXECUTIVE SUMMARY:**
This Resolution will allow the Town Manager to move forward with negotiations with Compass Bank for the Town of Timnath banking services.

**ADVANTAGES:**
Compass bank offers all security and convenience products that will help the Town keep funds secured and reduce staff time in processing funds.

**DISADVANTAGES:**
None

**FINANCIAL IMPACT:**
Nominal – the majority of banking fees will be covered by Compass’ earned interest credit

**RECOMMENDED MOTION:**
I move for approval of Resolution 55 Series 2014, A Resolution Approving Town Manager to enter into contract with compass bank.

**ATTACHMENTS:**
Resolution 55, Series 2014
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 55, SERIES 2014

A RESOLUTION AUTHORIZING TOWN MANAGER TO ENTER INTO CONTRACT
WITH COMPASS BANK

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 Manager is authorized to enter into contract with Compass
Bank to provide banking services for the Town of Timnath.

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

Section 1. Approval

The Town hereby authorizes the Town Manager to enter into contract with
Compass Bank

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN OF TIMNATH, ON
OCTOBER 14, 2014.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, Town Clerk
**EXECUTIVE SUMMARY:** Although we have been fortunate that attendees at our public meetings are respectful and well meaning, we have had some issues with confrontational attendees. Staff realized there are no rules approved by Council that we can rely on to guide behavior at Town Council, Planning Commission or other public meetings. As a result, staff drafted the attached set of rules for Council consideration.

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

**KEY POINTS/SUPPORTING INFORMATION:**
- The Town Council or other public bodies do not have formal rules of conduct.
- It is common in other communities to have rules of conduct so the attendees understand expectations.
- Rules of conduct will set the stage early in the meeting on what is and what is not acceptable behavior.

**ADVANTAGES:** As stated above, having adopted rules of conduct will clearly set expectations for attendees’ behavior at public meetings.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** None.

**RECOMMENDED MOTION:** I move approval of Resolution No. 56, Series 2014 entitled “A Resolution Adopting the Public Meeting Rules of Conduct.”

**ATTACHMENTS:**
1. Resolution
2. Public Meeting Rules of Conduct
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 56, SERIES 2014

A RESOLUTION ADOPTING THE PUBLIC MEETING RULES OF CONDUCT

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, under the Town Home Rule Charter § 2.4, the Town Council has the authority to preserve and enforce good government, general welfare, order and security of the Town and the inhabitants thereof; and

WHEREAS, attached hereto as Exhibit A are the Town of Timnath Public Meeting Rules of Conduct (“Rules”); and

WHEREAS, the Town Council is familiar with the Rules and finds them to be in the best interest of the Town, the residents within its boundaries, 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 Rules are hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED ON OCTOBER 14, 2014,

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, Town Clerk
EXHIBIT A

Public Meeting Rules of Conduct
PUBLIC MEETING RULES OF CONDUCT

The intent of the following Rules of Conduct is to:

- Provide a safe and secure setting for the Town Council, the Timnath Development Authority Board, the Planning Commission and any other Timnath appointed board (hereinafter collectively referred to as “Boards” or “Board”) and the public to attend to the Town’s business.

- Enable the Boards to conduct their deliberative process without interruption in a manner that can be heard and viewed by all in attendance, while limiting duplication of comments, presentations, and other discussion.

- Ensure that the public has a full opportunity to be heard during public hearings and open comment periods of meetings of the Boards.

- State specific rules so that all may know them in advance and be subject to the same conduct standards.

- Foster an atmosphere of civility that is respectful of diverse opinions and allows presentation of positions that vary from the position of others at the meeting without insults or intimidation.

- Establish a standard for conduct for public meetings of the Town of Timnath and its staff.

The Timnath Council has established the following guidelines for public meeting conduct:

- Prior to addressing any of the Boards, a person shall sign in on the sheet made available.

- Handouts from the public should be presented to the Town Clerk or responsible staff person at least 48 hours in advance of any public meeting.

- All remarks to the Boards shall be only after the speaker is acknowledged by the presiding officer.

- All persons seeking to utilize an electronic recording device at a meeting shall provide at least 48 hours notice before the meeting to the Town manager. Recording
devices may only be placed in areas such that no disturbance will be created, at the full discretion of the Town manager.

- While in attendance at a Board meeting, no attendee shall disrupt, disturb, or otherwise impede the orderly conduct of any council meeting by any means in a manner that obstructs the business of the meeting. Disorderly conduct includes signs, placards, other visual disturbances as well as noise (including applause), and any other disturbance that the manager finds to be a disturbance to the orderly progression of the meeting. Disorderly conduct also includes failing to obey any lawful order of the presiding officer to be seated, leave the meeting room, or refrain from addressing the council.

- No attendee shall make threats or other forms of intimidation against any person in the meeting room.

- In order to maintain the fire code occupancy limits and allow for safe exit, unless addressing the Boards or entering or leaving the meeting room, all persons in the audience shall remain seated in the seats provided.

- No person shall stand or sit in the aisles or doorways, nor shall the doorways be blocked with any objects or equipment.

- All persons in the meeting room shall silence all cell phones, pagers, and other electronic devices to prevent disruption at the meeting.

- No person at any Board meeting shall be in a state of intoxication caused by the person’s use of alcohol or controlled or prescription substances.
**TOWN COUNCIL COMMUNICATION**

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>October 14, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item:</td>
<td>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.”</td>
</tr>
<tr>
<td>Presented by:</td>
<td>Town Attorney</td>
</tr>
<tr>
<td></td>
<td>Ordinance □</td>
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<td>Resolution □</td>
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<tr>
<td></td>
<td>Discussion X</td>
</tr>
</tbody>
</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
# TIMNATH COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item: A Resolution Approving an Amended and Restated Public Improvements Agreement</th>
<th>Ordinance □</th>
<th>Resolution √</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/14/14</td>
<td></td>
<td>Discussion □</td>
<td>For Information □</td>
</tr>
</tbody>
</table>

**Presented by:**
April D. Getchius, AICP
Town Manager

**EXECUTIVE SUMMARY:** The attached agreement is among Riverbend Ventures LLC, the Town of Timnath and the Timnath Development Authority. The original agreement was entered into 2012 and governed the purchase of property for the Poudre Fire Authority (PFA) fire station and the Town of Timnath town hall and police station. It also required the TDA to make public improvements including key infrastructure such as streets, sewer, sidewalks, etc. Progress on construction was delayed for a variety of reasons and both parties agreed to renegotiate the agreement, clarifying responsibilities and timelines. In addition, costs have increased and the total cost of all improvements is now $2,601,758.17. The majority of these costs will be reimbursed to the TDA via assessments levied at the time of building permit issuance. The Town will be responsible for paying some of these reimbursements at the time building permits are issued on municipal buildings.

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

**KEY POINTS/SUPPORTING INFORMATION:**
- The proposed agreement finalizes negotiations that have been ongoing for nearly 2 years.
- The agreement provides for the reimbursement of costs associated with improvement construction and updates those costs and associated timeframes originally defined in the 2012 agreement.
- The agreement requires the dedication of park property and the Poudre River Trail connection through the Riverbend property.
- The agreement requires the platting of the property including the Town and PFA sites.
- The agreement provides that any cost increases approved by the Town Engineer will be shared equally between the TDA and Riverbend Ventures LLC.
- The agreement requires the vacation of County Road 3F upon the construction of a new, realigned road.
- Construction on these improvements has begun and are expected to be completed by December 31, 2014.
**ADVANTAGES:** Approval of this agreement will clarify responsibilities, new construction costs and timeframes to allow the development of Riverbend properties and the construction of the new PFA station.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** Although there will be significant outlay for construction costs which the TDA has accommodated in budget, most of these funds will be reimbursed over time with building permit issuance.

**RECOMMENDED MOTION:** I move approval of Resolution No. 57, Series 2014 entitled “A Resolution Approving an Amended and Restated Public Improvements Agreement.”

**ATTACHMENTS:**
1. Resolution
2. Agreement
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 57, SERIES 2014

A RESOLUTION APPROVING AN AMENDED AND RESTATED PUBLIC IMPROVEMENTS 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 An Amended and Restated Public Improvements Agreement with Riverbend Ventures LLC (the “Agreement”); and

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

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

Section 1. Approval

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON OCTOBER 14, 2014,

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, Town Clerk
AMENDED AND RESTATED PUBLIC IMPROVEMENTS AGREEMENT

This Agreement (this “Agreement”) is made and entered into as of the _____ day of __________, 2014 (the “Effective Date”), by and among the TIMNATH DEVELOPMENT AUTHORITY, an urban renewal authority established pursuant to Title 31, Article 25, Part 1 of the Colorado Revised Statutes (the “TDA”), with its principal office at 4800 Goodman Street, Timnath, Colorado 80547; the TOWN OF TIMNATH, a municipal corporation of the State of Colorado (the “Town”), with its principal office at 4800 Goodman Street, Timnath, Colorado 80547; and RIVERBEND VENTURES LLC, a Colorado limited liability company (“Riverbend Ventures”), with its principal office at 5329 S. County Road 3F, Fort Collins, Colorado 80538. The TDA, the Town and Riverbend Ventures shall be referred to collectively as the “Parties.”

RE bâtals

WHEREAS, the TDA, the Town and Riverbend Ventures are parties to that certain Public Improvements Agreement dated February 10, 2012 and recorded February 25, 2012 at reception number 2012-0027087 of the Larimer County, Colorado records (the “PIA”); and

WHEREAS, the parties hereto desire to amend, modify and restate the PIA in its entirety; and

WHEREAS, Riverbend Ventures, Timnath Lands, LLC, a Colorado limited liability company (“Timnath Lands”) and Arbor Holdings, LLC, a Colorado limited liability company (“Arbor Holdings”) are the owners of the real property situated in Larimer County, Colorado, described on Exhibit A (the “Riverbend Ventures Property”); and

WHEREAS, the TDA is the owner of the real property situated in Larimer County, Colorado, described on Exhibit B (the “TDA Property”); and

WHEREAS, the Poudre Fire Authority, a body corporate and politic (“PFA”) is the owner of the real property situated in Larimer County, Colorado, described on Exhibit B (the “PFA Property”); and

WHEREAS, the Riverbend Ventures Property, the TDA Property and the PFA Property shall be referred to in total as the “Property”; and

WHEREAS, the TDA intends to construct a municipal building (the “Town Hall”) and police station (the “Police Station”) on the TDA Property and the PFA intends to construct a fire station (the “Fire Station”) on the PFA Property; and

WHEREAS, the Riverbend Ventures Property is encumbered by the following Deeds of Trust: (i) a Deed of Trust recorded February 10, 2012 at reception number 2012-0010395; (ii) a Deed of Trust recorded December 12, 2012 at reception number 2012-0089550; and (iii) a Deed of Trust recorded December 15, 2012 at reception number 2012-0010395 of the Larimer County, Colorado records (the “Existing Deeds of Trust”). The term “Existing Deeds of Trust” shall
include any additional Deeds of Trust or Mortgage Deeds recorded subsequent to the recording of this Agreement; and

WHEREAS, Riverbend Ventures intends to market the Riverbend Ventures Property as a mixed-use, planned retail, office, business and residential development (the “Riverbend Development”); and

WHEREAS, The Property is subject to the Annexation Agreement Riverbend Project dated December 22, 2008, and recorded January 1, 2009, at reception number 2009-0001236 of the Larimer County, Colorado records (the “Annexation Agreement”).

WHEREAS, Riverbend Ventures and the Town will jointly submit to the Town for approval a Preliminary Plat and a Final Plat as shown conceptually on Exhibit B (the “Draft Plat”) which will show the TDA Property as two separate lots (“Lots 7 and 9”), the PFA Property as one lot (“Lot 8”) and the Riverbend Venture Property as six Lots (“Lot 1”; “Lot 2”; “Lot 3”; “Lot 4”; “Lot 5”; and “Lot 6”) and three additional Tracts (“Tract 1”; “Tract 2”; and “Tract 3”); and

WHEREAS, Lots 1 through 9, inclusive will be platted as “Riverbend Subdivision First Filing” (“First Filing”); and

WHEREAS, in connection with the development of the Riverbend Ventures Property, Riverbend Ventures will record protective covenants against the Riverbend Ventures Property (the “Covenants”) and will organize a nonprofit corporation (the “Association”) to maintain the common areas within the Riverbend Ventures Property, including but not limited to maintenance of the landscaping in the street rights of way, and to review the architectural design of buildings and other improvements within the Riverbend Ventures Property; and

WHEREAS, Riverbend Ventures has granted to the TDA and the PFA an easement for street infrastructure and landscaping improvements (the “Road Right of Way”) as shown on the Development Plan; and

WHEREAS, the TDA is willing to design, construct, install, and pay the cost of certain public improvements within the Development as set forth on Exhibit C (the “Public Improvements”); and

WHEREAS, the estimated cost of the Public Improvements is set forth on Exhibit C (the “Budget”); and

WHEREAS, the total cost of the Public Improvements in the amount of $2,601,758.17 as shown on Exhibit C, shall be referred to as the “Budget Total”; and

WHEREAS, Riverbend Ventures is obligated to partially reimburse the TDA for the cost of the Public Improvements in accordance with the Building Permit General Infrastructure Assessment Schedule attached as Exhibit D, as amended from time to time by the Parties (the “Infrastructure Assessment Schedule”); and
WHEREAS, Riverbend Ventures is willing to dedicate to the Town and/or the Board of  
County Commissioners of Larimer County (the “County”) an easement for a public trail as  
approximately shown on Exhibit B (the “Trail Easement”); and  

WHEREAS, the TDA is constructing a sewer line to serve the Property and other  
properties locate to the north, south and east of the Property (the “South Lateral”).  

NOW, THEREFORE, in consideration of the mutual promises and covenants herein  
contained and other good and valuable consideration, the receipt and adequacy of which are  
hereby confessed and acknowledged, the PIA shall be and is hereby amended, modified and  
restated in its entirety as follows:  

1. **Open Space Requirements.**  

(a) The Development will include a large park consisting of 7.2 acres to be located in the  
northwest corner of the Riverside Ventures Property (the “Large Park”). Upon the recording of  
a Final Plat of that portion of the Riverbend Ventures Property that includes the Large Park, the  
Large Park shall be dedicated and conveyed by Riverbend Ventures to the Town cleared of all  
improvements and other artificial structures except those improvements and structures  
specifically accepted in writing by the Town. Riverbend Ventures shall comply with all  
applicable laws to connect to public sewer and fill or remove any septic system that may be  
located within the Large Park at its expense at the time the residential structure served by the  
Septic System is removed from the Riverbend Ventures Property or prior to dedication of the  
Large Park to the Town, whichever date is later. Until dedication of the Large Park to the Town,  
Riverbend Ventures shall not construct or install any improvements within the Large Park  
without the prior consent and approval of the Town; provided, however, prior to the dedication  
of the Large Park to the Town, Riverbend Ventures shall have the right to design, construct and  
install a drainage retention, detention, and/or water quality pond within the Large Park in the  
general location depicted in the northwest corner of the Development Plan subject to approval of  
the design, function and location of such pond by the Town.  

(b) Upon dedication of the Large Park to the Town, and dedication of the Trail Easement to  
the Town or County, Riverbend Ventures will have fully satisfied any and all requirements for  
dedication of open space for the entire Property (all of the Riverbend Ventures Property, the  
TDA Property, and the PFA Property). After such dedication, Riverbend Ventures shall have no  
further obligation to dedicate or convey to the Town or the TDA any additional parks or open  
spaces within any portion of the Riverbend Ventures Property.  

(c) The parties hereto acknowledge that the Large Park and the Trail Easement are presently  
encumbered by the Existing Deeds of Trust preventing Riverbend Ventures from dedicating the  
Large Park and Trail Easement free and clear of liens at the present time. Riverbend Ventures  
agrees to obtain the release of the Trail Easement from the Existing Deeds of Trust and dedicate  
the Trail Easement to the Town not later than the approval of the Final Plat or February 1, 2015.  
Riverbend Ventures further agrees to obtain the release of the Large Park from the Existing  
Deeds of Trust and dedicate the Large Park to the Town not later than December 31, 2016. In
order to secure to the Town the performance of Riverbend Venture’s obligation to dedicate the Large Park to the Town, Riverbend Ventures agrees that it shall not convey Tract 1, Tract 2, or Tract 3 to any unrelated third party purchaser for value until such dedication occurs. No building permits shall be issued by the Town for the construction of buildings within Tract 1, Tract 2, or Tract 3 until the Large Park and Trail Easement have been released from all deeds of trust and other liens.

(d) The Town represents to Riverbend Ventures that, in partnership with the County, the Town has applied for and secured a grant for the purpose of funding the portion of the regional Poudre River Trail (the “Trail”) that will be located within the Trail Easement, and that the grant includes funds that are earmarked for the construction of an eight (8) foot privacy fence (the “Trail Buffer”) to be is installed along the north and east side of the real property legally described as Lot 2 RAE MRD number 97-EX1013, commonly known as 4774 S. County Road 3F, Fort Collins Colorado, and currently titled in the names of Michel L. McBride and Beverly R. McBride. The Town acknowledges that construction of the Trail Buffer is of critical importance to Riverbend Ventures, and, accordingly, that a note shall be placed on the Final Plat indicating that dedication of the portion of the Trail Easement adjacent to the McBride’s property is conditioned upon construction of the Trail Buffer by others at the time of construction of the Trail through the Trail Easement. The Town further agrees that it shall use its best reasonable efforts to ensure that the County constructs the Trail Buffer at the time of construction of the Trail through the Trail Easement. Riverbend Ventures, the Town, and the TDA shall have no obligations under this Agreement to construct, install or pay the cost of the Trail Buffer, the regional Trail, or any landscaping along the Trail; provided, however, that Riverbend Ventures shall have the right but not the obligation to install landscaping along the Trail in excess of customary grassland plantings, at its sole cost and expense and to maintain any landscaping along the Trail.

2. Improvements.

(a) The TDA shall design, construct and install at its own expense all of the Public Improvements including but not limited to all streets, curbs, gutters, sidewalks, utilities, drainage facilities, water and sewer facilities, roundabout, medians, storm drainage improvements, pavement markings, landscaping, entrances to the Property, traffic signals and all other Public Improvements as described on Exhibit C subject to the Budget Total. In no event shall the TDA or Town be obligated to incur costs to complete the Public Improvements in any amount which exceeds the Budget Total. Any cost overruns, which exceed the agreed upon budget line items, must be approved by the Town Engineer. Any cost overruns, with the exception of costs overruns for landscaping shall be paid 50% by Riverbend Ventures (Riverbend Ventures’ 50% share shall be repaid through an increase in the Infrastructure Assessment on the lots within the development, but excluding lots 7,8, and 9) and 50% by the TDA. Any cost overruns for landscaping shall be paid entirely by Riverbend Ventures. Any cost savings shall be divided equally between Riverbend Ventures and the TDA. Further, in no event shall the TDA be responsible for constructing any improvements other than those specifically set forth on Exhibit C that can be constructed within the Budget Total. Riverbend Ventures shall have the right to propose additions to the Public Improvements which may result in change orders to the construction contract if approved by the TDA. Upon approval of a change order by the TDA, Riverbend Ventures shall deposit with the TDA sufficient funds to pay the change order. Upon
verification by the TDA that final payment has been made on all contracts for construction of the Public Improvements, Riverbend Ventures shall be entitled to submit a request for reimbursement for change orders it has funded and, to the extent the TDA has funds remaining within the Budget Total, it shall reimburse Riverbend Ventures from such remaining funds. Moreover, except as specifically provided in this Agreement, the TDA shall have no obligation to construct any improvements on any property owned by Riverbend Ventures or its affiliates, except the Public Improvements that are to be constructed within the Road Right of Way and any other easements and/or rights-of-way granted or dedicated to the public on property owned by Riverbend Ventures or its affiliates. Riverbend Ventures shall have the right to construct and install, at its sole cost and expense, architectural and entrance features within the Road Right of Way in the roundabouts, the center median and the landscaped areas along both sides of the street, subject to approval of such features by the Town which approval shall not be unreasonably withheld, conditioned, or delayed.

(b) The TDA shall coordinate the design and engineering of all Public Improvements with engineers retained by Riverbend Ventures ("Riverbend’s Engineers") to insure that the Public Improvements will be compatible with future improvements to be installed by Riverbend Ventures within the Riverbend Ventures Property. Notwithstanding the foregoing, the Town shall have final authority with respect to all design and engineering decisions in connection with construction of all Public Improvements.

(c) All construction shall be performed in a good and workmanlike manner and in accordance with applicable Town standards, rules and regulations governing such construction. Except as provided in Paragraph 4, the Town and/or TDA shall be responsible to maintain, repair, improve and replace all of the Public Improvements as necessary at their sole cost and expense. Riverbend Ventures shall have no obligation to contribute to the cost of the maintenance, repair, improvement or replacement of the Public Improvements. Neither the Town nor the TDA shall be deemed to have made warranties to Riverbend Ventures with respect to the Public Improvements beyond the express terms of this Agreement. Riverbend Ventures shall have the right to request enforcement by the Town of the Town’s warranty rights with respect to any warranty defects related construction of the Public Improvements.

(d) In the event the Public Improvements cannot be completed within the Budget Total, the TDA agrees not to remove landscape improvements from the budget unless necessary to complete all other work set forth in Exhibit C. In the event all Public Improvements, including the landscaping set forth in Exhibit C, are completed for a total cost that is less than the Budget Total, any remaining funds shall be used to reimburse Riverbend Ventures for: (i) change orders requested by Riverbend Ventures and approved by the TDA pursuant to section 2(a) of this Agreement; (ii) costs incurred by Riverbend Ventures to Riverbend Venture’s Engineers for work performed by Riverbend Venture’s Engineers that assisted or facilitated the engineering, planning and design of the Public Improvements by the TDA.

(e) As a part of the Public Improvements the TDA, at its sole cost and expense, will install a traffic signal at the intersection of Harmony Road and the Road Right of Way (the "Traffic Signal") sufficient to meet the requirements of the PFA. Any cost of installing and upgrading the Traffic Signal in excess of $100,000.00 shall be paid by the Town and shall not
reduce the construction contingency or the amount allocated to installation of the Landscaping as set forth in the Budget.

3. Completion Date.

The TDA shall use its best efforts to commence construction of the Public Improvements on or before October 15, 2014. All of the Public Improvements shall be Substantially Completed on or before December 31, 2014, subject to delays caused by weather or other causes beyond the control of the TDA that could not have reasonably been anticipated or foreseen by the TDA (the “Completion Date”). The terms “Substantially Complete” and “Substantially Completed” as applied to all or part of the Public Improvements refer to Substantial Completion thereof. For purposes of this Agreement, “Substantial Completion” shall mean the date that work on the Public Improvements (or a specified part thereof) has progressed to the point that, in the opinion of Town engineer, the work on the Public Improvements (or a specified part thereof) is sufficiently complete, in accordance with the applicable contract documents, so that the Public Improvements (or a specified part thereof) can be utilized for the purposes for which they are intended.

4. Landscaping.

The Public Improvements include landscaping within the roundabout, within the center median, and between the curbs and sidewalks on both sides of the street (“Landscaping”). The Landscaping shall be designed by a landscape architect retained by Riverbend Ventures (“Riverbend’s Landscape Architect”). The TDA shall reimburse Riverbend Ventures for the reasonable costs necessarily incurred by Riverbend Ventures in connection with the design of the Landscaping by Riverbend’s Landscape Architect, not to exceed $12,000.00. The cost of the landscaping shall not exceed the line item amount set forth in the Budget, subject to the right of the TDA to use funds allocated to Landscaping to cover cost overruns in other line items so that the total cost of all Public Improvements does not exceed the Budget Total; provided, however, that all line item cost overruns shall be offset by savings in other line items and by the contingency or reserve included within the Budget before the amount allocated to Landscaping in the Budget is reduced. (In further clarification, Riverbend Ventures acknowledges that, after exhausting the contingency fund included in the Budget and re-allocating cost savings in line items to cost overruns in other line items, additional cost overruns may be offset against the amount allocated to Landscaping in the Budget and as a result the final amount available for Landscaping may be less than the amount set forth in the line item for Landscaping in the Budget attached as Exhibit C). The Town shall maintain all Landscaping within the Road Right of Way until the end of the second growing season after the installation of the Landscaping. Thereafter, the Association shall maintain, repair and replace all Landscaping within the Road Right of Way, except the Landscaping on the PFA Property and the public right of way immediately adjacent to the PFA Property, pursuant to the terms of a license to be granted by the Town to the Association comparable to other licenses granted by the Town for similar work in Town rights of way. The Association shall also maintain all Landscaping located outside of Road Right of Way. The Town shall pay the pro rata share of Association assessments allocated to the TDA Property.

5. Storm Drainage Improvements
The TDA shall construct all storm drainage improvements necessary for on-site detention of storm water runoff from Lots 1 through 9 inclusive, Tract 1, and all offsite storm drainage lines and facilities included as part of the Public Improvements as set forth on Exhibit C. Riverbend Ventures shall provide a storm water detention pond within Tract 3 for storm water runoff from Lots 1 through 9 inclusive and Tract 1. The TDA shall have no obligation to install any offsite storm drainage or storm detention improvements except as specifically set forth in the approved “Public Improvement Construction Plans for Riverbend Infrastructure” dated August 2014.

6. **“As Built” Plans.**

The TDA shall provide to Riverbend Ventures one (1) copy of “as built” plans prepared by a professional engineer for all drainage structures and facilities, road improvements, utilities, and other Public Improvements constructed by the TDA. All testing and quality control reports shall also be provided to Riverbend Ventures. The TDA shall assign to Riverbend Ventures all warranties for any improvements to be maintained by Riverbend Ventures or the Association.

7. **County Road 3F.**

The Town shall vacate that portion of County Road 3F located within the Town boundary and shall begin discussions with the County regarding the vacation of County Road 3F within 60 days after Substantial Completion. The Town agrees to support Riverbend Venture’s request that the Trail Easement exit the Riverbend Ventures Property at the southeast corner of the Riverbend Ventures Property as shown on **Exhibit B** and support Riverbend Venture’s request that County Road 3F not be used as a temporary or permanent Trail south of the Riverbend Ventures Property.

8. **Harmony Road.**

The construction of Harmony Road along the north boundary of the Riverbend Ventures Property has been completed. Riverbend Ventures shall have no obligation to reimburse the TDA, or the Town for any costs or expenses incurred in connection with the improvement of Harmony Road, the acceleration and deceleration lanes along the south side of Harmony Road and/or the entrances to the Riverbend Ventures Property, except that Riverbend Ventures shall reimburse the TDA for the cost of two water line stubs at both entrances off Harmony Road in the amount of $43,838.00, to be paid through the proportional increases in Infrastructure Assessments for Lots 1-6, inclusive and Tracts 1-3, inclusive.

9. **Timnath Development Area.**

Riverbend Ventures shall cooperate to include the Riverbend Ventures Property within the Timnath Development Authority Plan Area or a similar urban renewal area to be established by the Town or one of its affiliates.

10. **Barn.**

The parties acknowledge that there is a barn (the “Barn”) located on the Riverbend Ventures Property that the Town may have an interest in moving to one of its parks. The Town
shall have the right but not the obligation to remove the Barn from the Riverbend Ventures Property upon reasonable advanced notice to Riverbend Ventures. If Riverbend Ventures desires to destroy the Barn, it shall give notice to the Town that it intends to destroy the Barn. The Town shall have six months after the date such notice is given to remove the Barn from the Riverbend Ventures Property. If the Barn is not removed within said six months, then the Town shall have no further right or interest in the Barn and the Barn may be destroyed by Riverbend Ventures at its sole and absolute discretion.

11. **Indemnification.**

To the extent permitted by law, the TDA shall indemnify Riverbend Ventures and the Riverbend Ventures Property and all improvements placed thereon against all mechanics liens or similar charges arising directly or indirectly out of or by reason of any non-payment by the TDA for work on the Property and shall, within sixty (60) days after the filing of any lien of record, fully pay and satisfy the same and reimburse Riverbend Ventures for all loss, damage, and expense, including reasonable attorney’s fees, which Riverbend Ventures may suffer or be put to by reason of any such mechanics liens, demands, charges, or similar encumbrances. The TDA may contest any lien or claim of lien after satisfactorily indemnifying Riverbend Ventures against loss or expense thereon, in which event Riverbend Ventures shall not have the right to pay such claim or lien. In the event the TDA shall fail to pay and fully discharge any mechanics lien, demand, charge, or similar encumbrance, or should proceedings be instituted for the foreclosure of any mechanics lien or encumbrance, Riverbend Ventures shall have the right, at Riverbend Ventures’ option, at any time after the expiration of the sixty-day period, to pay the same or any portion thereof, with or without the costs and expenses claimed by such claimant; and in making such payment, Riverbend Ventures shall be the sole judge of the legality thereof. All amounts so paid by Riverbend Ventures shall be repaid by the Town to Riverbend Ventures upon demand, together with interest thereon at the rate of twelve percent (12%) per annum from the date of payment by Riverbend Ventures until repayment is fully made.

12. **Default/Remedies/Enforcement.**

(a) Upon default by one party in the performance of its obligations under this Agreement, the non-defaulting party or parties shall have the right to an action for specific performance or damages or both. In the event of any litigation arising out of this Agreement, the Court shall award to the party that substantially prevails in such litigation all costs and reasonable attorneys’ fees.

(b) PFA is a third-party beneficiary of the obligations related to construction of the Public Improvements and Traffic Signal pursuant to this Agreement and shall have the same rights as the parties in the event of a default regarding any obligations related to the Traffic Signal.

13. **Reimbursement.**

Upon completion of the Public Improvements, the Parties shall agree on the actual costs, necessarily incurred by the TDA in constructing and installing the Public Improvements plus any amounts paid to Riverbend Ventures pursuant to Section 2(d) of this Agreement (“Final Costs”) which in no event shall be less than amounts reflected on the TDA’s books as having been spent
from the Budget as adjusted and set forth in Exhibit C. Riverbend Ventures, Timnath Lands and Arbor Holdings, as applicable, shall reimburse the TDA for a portion of the Final Costs of the Public Improvements in accordance with the Infrastructure Assessment Schedule attached as Exhibit D. The Infrastructure Assessment Schedule shall be amended by the Parties after determination of the Final Costs. The Infrastructure Assessment Schedule shall include all Tracts of the Property to reflect an allocation by Tract of the Final Costs. The Infrastructure Assessment applicable to each Tract as set forth in the Infrastructure Assessment Schedule shall be reallocated to Lots within each Tract at the time a final subdivision plat for such Tract is approved by the Town ("Lot Infrastructure Assessments"). Lot Infrastructure Assessments shall bear interest at the rate of five percent (5%) per annum compounded annually or at the rate paid by the TDA on borrowed funds on the date interest accrual commences hereunder, whichever rate is less. Interest shall begin to accrue on all Lot Infrastructure Assessments commencing on July 1, 2020. The Lot Infrastructure Assessment for each Lot shall be payable at the time a building permit is issued for such Lot, or on the following dates, whichever date first occurs:

(i) Lots 1-6: September 1, 2028.
(ii) Lots in Tract 1: September 1, 2028.
(iii) Lots in Tracts 2 and 3: September 1, 2023.


(a) This Agreement shall be a real covenant and equitable servitude running with the Property. Those owners of the Property or any portion of the Property who obtain title subsequent to the date of this Agreement, their heirs, successors, assigns or transferees, and persons holding under Riverbend Ventures shall comply with the terms hereof. Moreover, Riverbend Ventures agrees to provide its written consent to the recordation in the real property records of Larimer County, Colorado of a memorandum of the reimbursement obligations created pursuant to this Agreement.

(b) In the event Riverbend Ventures transfers title to the Property and is thereby divested of all equitable and legal interest in the Property, Riverbend Ventures shall be released from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. Notwithstanding, such transfer shall not relieve Riverbend Ventures of its park and trail dedication obligations as referenced in this Agreement. In such event, the succeeding Property owner(s) shall be bound by the terms of this Agreement. The above notwithstanding, PFA, as a successor in interest to Riverbend Ventures in the ownership of the PFA Lot assumes no responsibility or liability for Riverbend Venture’s obligations under this Agreement.
15. **Severability.**

If any part, terms, or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, terms, or provision and the rights of the parties will be construed as if the part, terms, or provision was never part of this Agreement.

16. **Amendment.**

This Agreement may be amended by mutual consent of the Town and the owners of 75% of the land area contained within the Riverbend Ventures Property, provided such amendment is in writing.

17. **Controlling Law.**

This Agreement shall be governed by the laws of the State of Colorado.

18. **Further Assurances.**

Each of the parties hereto shall at any time and from time to time, execute and deliver such further instruments, documents and certificates and do such further acts and things, as may be required by law or that may be appropriate or reasonable in order to carry out the intent and purposes of this Agreement, including but not limited to negotiating in good faith to amend this Agreement and enter into or amend other related agreements, under appropriate circumstances.

19. **Owners’ Consent.**

Timnath Lands and Arbor Holdings are made signatories to this Agreement solely for the purpose of subjecting that portion of the Riverbend Ventures Property owned by Timnath Lands and Arbor Holdings to the covenants contained in this Agreement, in particular but not by way of limitation, the reimbursement obligations set forth in section 13 of this Agreement. The TDA, the Town, and Riverbend Ventures expressly acknowledge and agree that Timnath Lands and Arbor Holdings shall not be liable for any obligations of Riverbend Ventures under this Agreement. Timnath Lands and Arbor Holdings agree to provide their written consent to the recordation in the real property records of Larimer County, Colorado of a memorandum of the reimbursement obligations created pursuant to section 13 of this Agreement.

20. **Annexation Agreement.**

In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Annexation Agreement, the terms and provisions of this Agreement shall govern and control over the terms and provisions of the Annexation Agreement. The Town expressly acknowledges and agrees that, notwithstanding the terms and provisions of the Annexation Agreement, Timnath Lands, Arbor Holdings and Riverbend Ventures shall have no further obligation to pay all or any portion of the cost of the Traffic Signal to be installed at the intersection of Harmony Road and the Road Right of Way.
21. Submission and Approval of Final Plat.

Riverbend Ventures, the TDA and PFA shall submit a preliminary plat for the entire Property and a final plat for the First Filing (the “Subdivision Plats”) not later than November 1, 2014. The Town shall review the Subdivision Plats on an expedited basis. No building permits for the construction of any buildings on any lot within the First Filing shall be issued until the final engineering for such lot has been submitted to and approved by the Town. No building permits for the construction of any buildings within Tract 1, Tract 2 or Tract 3 shall be issued until a final subdivision plat and final engineering plans have been submitted to and approved by the Town for the Tract. All building permits are further subject to either approval of architectural plans by the Town or compliance with the requirements of the then-existing Covenants adopted by Riverbend Ventures for the Riverbend Ventures Property. The TDA shall pay all costs and expenses incurred in preparing the Subdivision Plats. Riverbend Ventures shall reimburse the TDA for the costs and expenses incurred in preparing the Subdivision Plats, not to exceed $5,000.00, not inclusive of the survey pinning of the Property.

22. Incorporation of Exhibits.

Any reference to Exhibits A through H, inclusive, shall be to Exhibits A through H attached hereto and incorporated herein by reference as if fully set forth.


Upon completion of the South Lateral, a South Lateral per single family equivalent unit (“SFE”) reimbursement shall be assessed (the “Building Permit Sewer Infrastructure Assessment”) for Riverbend Tract 3, as depicted on Exhibit D. The Building Permit Sewer Infrastructure Assessment shall not exceed $2,500 per SFE, and shall be due and owing upon application for the building permit associated with the applicable SFE within Tract 3. The Parties acknowledge that Tracts 1 and 2, and Lots 1-6 shall not be required to pay a Building Permit Sewer Infrastructure Assessment.

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

TIMNATH DEVELOPMENT AUTHORITY

By: ________________________________
Name: ______________________________
Title: ______________________________

10-9-14
TOWN OF TIMNATH

By: ____________________________
Name: __________________________
Title: ___________________________

RIVERBEND VENTURES, LLC

By: ____________________________
Name: __________________________
Title: ___________________________

TIMNATH LANDS, LLC

By: ____________________________
Name: __________________________
Title: ___________________________

ARBOR HOLDINGS, LLC

By: ____________________________
Name: __________________________
Title: ___________________________
EXHIBIT A

PUBLIC IMPROVEMENT AGREEMENT

(Legal Description of the Riverbend Ventures Property)
Legal Description
ALTA - Over-All Legal

East Parcel

That part of the Northwest Quarter of Section 2, Township 6 North, Range 68 West of the 6th P.M., Larimer County, Colorado, described as follows:

Commencing at the Northwest Corner of said Section 2 monumented with a 3 ¼" aluminum cap stamped LS 10734;
Thence South 89°56′19″ East for 424.04 feet on the north line of said Section 2 to the northerly extension of the center line of Larimer County Road 3f;
Thence South 13°07′44″ East for 30.81 feet on said northerly extension of the center line of County Road 3-f to the south right of way line of East Harmony Road and the TRUE POINT OF BEGINNING;
Thence South 89°56′19″ East for 1408.91 feet on said south right of way line to the west line of that parcel recorded at Reception Number 93033424 in the Larimer County, Colorado Clerk and Recorder's office;
Thence South 09°54′21″ East for 1310.11 feet on said west line to an angle point therein;
Thence South 10°09′12″ East for 1258.43 feet on said west line to the northeast corner of that parcel recorded at Reception Number 90053581 in the Larimer County, Colorado Clerk and Recorder's office;
Thence South 89°04′46″ West for 444.85 feet on the north line of said Parcel to the center line of Larimer County Road 3f;
Thence on said center line for the following 3 courses;
1) Thence North 34°19′20″ West for 128.98 feet;
2) Thence North 39°07′20″ West for 1456.05 feet;
3) Thence North 33°22′03″ West for 29.34 feet to the extended south line of Lot 2, The M.R.D. No. 97-EX1013;
Thence North 88°22′14″ East for 296.23 feet on said south line to the southeast corner thereof;
Thence North 09°54′09″ West for 578.95 feet on the east line of said Lot 2 to the northeast corner thereof;
Thence North 89°56′52″ West for 391.36 feet on the north line of said Lot 2 to the east right of way line of Larimer County Road 3f;
Thence on said east right of way line for the following 2 courses:
1) Thence North 15°50′21″ West for 208.28 feet;
2) Thence North 13°07′44″ West for 291.76 feet;
Thence North 89°53′07″ West for 35.97 feet to the center line of County Road 3f;
Thence North 13°07′44″ West for 219.37 feet on said center line to the Point of Beginning.

EXCEPTING THEREFROM those parts lying within the County Road 3f road right of way. Said right of way contains 36,680 square feet or 0.842 acres.

Net acreage of subject parcel contains 2,501,040 square feet or 57.416 acres.

Basis of Bearing: The north line of Section 2, Township 6 North, Range 68 West of the 6th P.M., Larimer County, Colorado is assumed to bear South 89°56′19″ East between the Northwest Corner monumented with a 3 ¼" aluminum cap in range box stamped LS 10734 and the North Quarter Corner monumented with a 2 ¾" aluminum cap in range box stamped LS 16404.
Legal Description
ALTA - Over-All Legal
West Parcel

That part of the Northwest Quarter of Section 2, Township 6 North, Range 68 West of the 6th P.M., Larimer County, Colorado, described as follows:

Commencing at the Northwest Corner of said Section 2 monumented with a 3 x" aluminum cap stamped LS 10734;

Thence South 89°56'19" East for 403.57 feet on the north line of said Section 2 to the northerly extension of the west right of way line of Larimer County Road 3-f;

Thence South 13°07'44" East for 30.81 feet on said northerly extension of the west right of way line of County Road 3-f to the south right of way line of East Harmony Road and the TRUE POINT OF BEGINNING;

Thence on said west right of way line the following 3 courses;
1) Thence South 13°07'44" East for 524.55 feet;
2) Thence South 15°50'21" East for 220.95 feet;
3) Thence South 18°29'04" East for 196.87 feet to the north line of that parcel recorded at Reception Number 34968 in the Larimer County, Colorado Clerk and Recorder's Office;

Thence South 89°42'36" West for 525.33 feet on said north line to the east right of way line of Larimer County Road S;

Thence North 03°38'02" West for 874.89 feet on said east right of way line to an angle point therein;

Thence North 42°56'34" East for 54.59 feet on said east right of way line to the south right of way line of Harmony Road;

Thence South 89°56'19" East for 301.72 feet on said south right of way line to the POINT OF BEGINNING.

The Net and Gross acreage of the subject parcel contains 385,898 square feet or 8.859 acres.

Basis of Bearing: The north line of Section 2, Township 6 North, Range 68 West of the 6th P.M., Larimer County, Colorado is assumed to bear South 89°56'19" East between the Northwest Corner monumented with a 3 x" aluminum cap in range box stamped LS 10734 and the North Quarter Corner monumented with a 2 x" aluminum cap in range box stamped LS 16404.
EXHIBIT B
PUBLIC IMPROVEMENT AGREEMENT
(Draft Plat)
EXHIBIT C

PUBLIC IMPROVEMENT AGREEMENT

(Public Improvements & Budget)
## A. Harmony Road @ Entrance (Decel & Accel Lanes)

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<th>Unit Cost</th>
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**Subtotal A. Items $64,444**

**Engineering Design & Administration (6% of Costs)**

|  |  | $3,867 | $0 |
|  |  | $3,867 | $0 |
|  |  | $9,657 | $0 |

**Construction Contingency (5% of Costs)**

|  |  | $9,657 | $0 |

**Total A' Costs $81,044**

**Total $10,308.53**

## B. Public Street with Roundabout

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<th>Item</th>
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<th>Unit Cost</th>
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<td>4</td>
<td>Removals (Culverts, Trees, Fence)</td>
<td>1</td>
<td>EA.</td>
<td>$0</td>
<td>$0</td>
<td>$19,344.00</td>
</tr>
<tr>
<td>5</td>
<td>Modify Underground Electric (Allow)</td>
<td>1</td>
<td>ALLOW</td>
<td>$0</td>
<td>$0</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>6</td>
<td>Clear &amp; Grub (Remove &amp; Replace 6&quot; Topsoil)</td>
<td>3,312</td>
<td>C.Y.</td>
<td>$3.00</td>
<td>$9,936</td>
<td>$12,410.00</td>
</tr>
<tr>
<td>7</td>
<td>Earthwork (Assume 2’ Over Disturbed Area)</td>
<td>13,240</td>
<td>C.Y.</td>
<td>$3.50</td>
<td>$46,367</td>
<td>$76,793.76</td>
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<tr>
<td>8</td>
<td>Detention Pond &amp; Outlet (Roadway Improvements Only)</td>
<td>1</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$10,000</td>
<td>$123,722.30</td>
</tr>
<tr>
<td>9</td>
<td>12’ Sanitary Sewer</td>
<td>1,612</td>
<td>L.F.</td>
<td>$45.00</td>
<td>$72,540</td>
<td>$375,249.97</td>
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<tr>
<td>10</td>
<td>8’ Sanitary Sewer</td>
<td>1,371</td>
<td>L.F.</td>
<td>$44.00</td>
<td>$60,364</td>
<td>$213,615.15</td>
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<tr>
<td>11</td>
<td>48”Dia. Sanitary Sewer Manholes</td>
<td>13</td>
<td>EA.</td>
<td>$4,000.00</td>
<td>$52,000</td>
<td>$104,914.00</td>
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<tr>
<td>12</td>
<td>48” Dia. Sanitary Sewer Manholes on 8’ Sewer</td>
<td>6</td>
<td>EA.</td>
<td>$19,908.00</td>
<td>$19,908</td>
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</tr>
<tr>
<td>13</td>
<td>12’ Waterline &amp; Appurtenances</td>
<td>1,758</td>
<td>L.F.</td>
<td>$70.00</td>
<td>$122,060</td>
<td>$273,649.15</td>
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<tr>
<td>14</td>
<td>6’ Waterline &amp; Appurtenances (Temp Connect to CR 3F)</td>
<td>850</td>
<td>L.F.</td>
<td>$40.00</td>
<td>$34,000</td>
<td>$58,407.10</td>
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<tr>
<td>15</td>
<td>Storm sewer</td>
<td>600</td>
<td>L.F.</td>
<td>$66.00</td>
<td>$39,600</td>
<td>$68,407.10</td>
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<tr>
<td>16</td>
<td>Storm Structures</td>
<td>12</td>
<td>EA.</td>
<td>$2,800.00</td>
<td>$33,600</td>
<td>$32,600.00</td>
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<tr>
<td>17</td>
<td>Infloor Curb &amp; Gutter</td>
<td>2,619</td>
<td>L.F.</td>
<td>$16.00</td>
<td>$42,704</td>
<td>$46,430.32</td>
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<tr>
<td>18</td>
<td>Outfall Curb &amp; Gutter (Median)</td>
<td>834</td>
<td>L.F.</td>
<td>$12.00</td>
<td>$10,008</td>
<td>$12,688.19</td>
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<tr>
<td>19</td>
<td>Splash Guard (Median)</td>
<td>824</td>
<td>L.F.</td>
<td>$15.00</td>
<td>$12,360</td>
<td>$15,328.85</td>
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<tr>
<td>20</td>
<td>Mountable Curb &amp; Gutter</td>
<td>306</td>
<td>L.F.</td>
<td>$5.00</td>
<td>$1,530</td>
<td>$5,366.00</td>
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<tr>
<td>21</td>
<td>Truck Apron</td>
<td>2,448</td>
<td>S.F.</td>
<td>$5.80</td>
<td>$14,198</td>
<td>$47,812.09</td>
</tr>
<tr>
<td>22</td>
<td>Concrete Drive Accesses</td>
<td>5</td>
<td>EA.</td>
<td>$12,445.84</td>
<td>$62,224</td>
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</tr>
<tr>
<td>23</td>
<td>6’ Sidewalk</td>
<td>2,619</td>
<td>L.F.</td>
<td>$72.00</td>
<td>$189,624</td>
<td>$122,445.84</td>
</tr>
<tr>
<td>24</td>
<td>Asphalt Paving w/ Base (5 1/2 HP/7&quot; ABC)</td>
<td>9,549</td>
<td>S.Y.</td>
<td>$26.00</td>
<td>$248,271</td>
<td>$310,089.13</td>
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<tr>
<td>25</td>
<td>Fly Ash</td>
<td>9,549</td>
<td>S.Y.</td>
<td>$7.00</td>
<td>$66,482</td>
<td>$99,482.00</td>
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<tr>
<td>26</td>
<td>Subgrade Prep &amp; Sterilization</td>
<td>9,549</td>
<td>S.Y.</td>
<td>$2.00</td>
<td>$19,098</td>
<td>$13,144.84</td>
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<tr>
<td>27</td>
<td>Chip Seal w/ Subgrade Prep (Re-Route CR 3F)</td>
<td>2,289</td>
<td>S.Y.</td>
<td>$10.00</td>
<td>$22,889</td>
<td>$37,309.05</td>
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<tr>
<td>28</td>
<td>Grade Shoulders &amp; Ditches (Re-Route CR 3F)</td>
<td>1,800</td>
<td>L.F.</td>
<td>$1.00</td>
<td>$1,800</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>29</td>
<td>Pavement Markings</td>
<td>1</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$10,000</td>
<td>$40,724.06</td>
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<tr>
<td>30</td>
<td>Signage</td>
<td>1</td>
<td>L.S.</td>
<td>$7,000.00</td>
<td>$7,000</td>
<td>$34,630.56</td>
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<td>31</td>
<td>Street Lights</td>
<td>13</td>
<td>EA.</td>
<td>$3,000.00</td>
<td>$39,000</td>
<td>$39,000.00</td>
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<tr>
<td>32</td>
<td>Traffic Control</td>
<td>1</td>
<td>L.S.</td>
<td>$2,000.00</td>
<td>$2,000</td>
<td>$7,016.00</td>
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<tr>
<td>33</td>
<td>Erosion Control</td>
<td>5.00</td>
<td>AC.</td>
<td>$1,800.00</td>
<td>$9,000</td>
<td>$30,182.75</td>
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<tr>
<td>34</td>
<td>Landscaping (Roundabout)</td>
<td>450</td>
<td>L.F.</td>
<td>$35.00</td>
<td>$15,750</td>
<td>$15,750.00</td>
</tr>
<tr>
<td>35</td>
<td>Landscaping (Center Median)</td>
<td>2,619</td>
<td>L.F.</td>
<td>$35.00</td>
<td>$91,665</td>
<td>$91,665.00</td>
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<tr>
<td>36</td>
<td>Dry Utilities</td>
<td>1</td>
<td>L.S.</td>
<td>$110,000.00</td>
<td>$110,000</td>
<td>$108,000.00</td>
</tr>
<tr>
<td>37</td>
<td>Town Off-Site Sewer Reimbursement</td>
<td>1</td>
<td>L.S.</td>
<td>$112,500.00</td>
<td>$112,500</td>
<td>$6,000.00</td>
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<tr>
<td>38</td>
<td>Fire District Emergency Signal and Mast Arms</td>
<td>1</td>
<td>L.S.</td>
<td>$100,000.00</td>
<td>$100,000</td>
<td>$100,000.00</td>
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<tr>
<td>39</td>
<td>East Road Extension</td>
<td>1</td>
<td>L.S.</td>
<td>$0.00</td>
<td>$0</td>
<td>$85,000.00</td>
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<tr>
<td>40</td>
<td>Construction Staking</td>
<td></td>
<td></td>
<td></td>
<td>$20,655.00</td>
<td>$20,655.00</td>
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</tbody>
</table>

**Subtotal B Items $1,479,218**

**Total $2,381,749.64**
## CONCEPTUAL OPINION OF PROBABLE COST

**Client:** Town of Timnath  
**Project:** Infrastructure Improvements for Fire Station @ Riverbend

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Bid Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Engineering Design &amp; Administration</td>
<td>$82,513</td>
<td></td>
<td></td>
<td>$1,370,000</td>
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<tr>
<td></td>
<td>Landscape Design</td>
<td>$50</td>
<td></td>
<td></td>
<td>$2,500,000</td>
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</tr>
<tr>
<td></td>
<td>Construction Inspection &amp; Contract Administration</td>
<td>$82,513</td>
<td></td>
<td></td>
<td>$34,000,000</td>
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</tr>
<tr>
<td></td>
<td>Construction Contingency</td>
<td>$106,283</td>
<td></td>
<td></td>
<td>$100,000,000</td>
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<tr>
<td></td>
<td><strong>Total # Cost</strong></td>
<td>$1,746,827</td>
<td></td>
<td></td>
<td>$2,591,449.64</td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY**

A. Harmony Road @ Entrance (Decel & Accel Lanes)  
   - $81,844

B. Public Street with Roundabout  
   - $1,746,527

**TOTAL CONSTRUCTION COST**  
   - $2,601,758.17

*Estimated Budget Amount  
Gerard 2/14/14 Bid = $1,323,142.03

This is an Opinion of Cost and supplied only as a guide. TST is not responsible for fluctuation in costs of materials, labor, or unforeseen contingencies.
EXHIBIT D

PUBLIC IMPROVEMENT AGREEMENT

(Infrastructure Assessment Schedule)
## EXHIBIT D
INFRASTRUCTURE ASSESSMENT SCHEDULE

<table>
<thead>
<tr>
<th>LOT</th>
<th>LOT SIZE (acres)</th>
<th>% OF RESPONSIBLE COST FOR PUBLIC IMPROVEMENTS</th>
<th>COST %</th>
<th>ORIGINAL COST/LOT</th>
<th>% ALLOCATION GROUP</th>
<th>ADDITIONAL COST/LOT</th>
<th>COST/LOT HARMONY WATER LINE IMPROVEMENT</th>
<th>TOTAL COST/LOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.12</td>
<td>75%</td>
<td>80%</td>
<td>$56,283</td>
<td>80% of 75% of 50%</td>
<td>$16,973</td>
<td>$1,025</td>
<td>$74,282</td>
</tr>
<tr>
<td>2</td>
<td>0.97</td>
<td>75%</td>
<td>80%</td>
<td>$48,745</td>
<td>80% of 75% of 50%</td>
<td>$14,700</td>
<td>$888</td>
<td>$64,333</td>
</tr>
<tr>
<td>3</td>
<td>1.18</td>
<td>75%</td>
<td>80%</td>
<td>$59,299</td>
<td>60% of 75% of 50%</td>
<td>$17,882</td>
<td>$1,080</td>
<td>$78,261</td>
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<tr>
<td>4</td>
<td>1.37</td>
<td>75%</td>
<td>80%</td>
<td>$68,847</td>
<td>60% of 75% of 50%</td>
<td>$20,761</td>
<td>$1,254</td>
<td>$90,862</td>
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<tr>
<td>5</td>
<td>0.93</td>
<td>75%</td>
<td>80%</td>
<td>$46,735</td>
<td>60% of 75% of 50%</td>
<td>$14,094</td>
<td>$851</td>
<td>$61,680</td>
</tr>
<tr>
<td>6</td>
<td>1.20</td>
<td>75%</td>
<td>80%</td>
<td>$60,304</td>
<td>60% of 75% of 50%</td>
<td>$18,185</td>
<td>$1,099</td>
<td>$79,588</td>
</tr>
<tr>
<td>7</td>
<td>2.07</td>
<td>75%</td>
<td>80%</td>
<td>$104,024</td>
<td>50%</td>
<td>$154,106</td>
<td>$258,129</td>
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</tr>
<tr>
<td>8</td>
<td>1.93</td>
<td>75%</td>
<td>80%</td>
<td>$96,988</td>
<td>50%</td>
<td>$143,683</td>
<td>$240,671</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>1.53</td>
<td>75%</td>
<td>80%</td>
<td>$76,887</td>
<td>50%</td>
<td>$113,904</td>
<td>$190,791</td>
<td></td>
</tr>
<tr>
<td>Tract 1</td>
<td>9.53</td>
<td>75%</td>
<td>80%</td>
<td>$478,911</td>
<td>80% of 75% of 50%</td>
<td>$144,421</td>
<td>$8,725</td>
<td>$632,058</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tract 2</td>
<td>20.90</td>
<td>75%</td>
<td>20%</td>
<td>$274,256</td>
<td>20% of 75% of 50%</td>
<td>$61,754</td>
<td>$9,980</td>
<td>$345,990</td>
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</tbody>
</table>

| Tract 3 | 20.68         | 25%                                         |       | $457,093         | 25% of 50%        | $102,923          | $18,934                                  | $578,950       |

| TOTAL CONSTRUCTION COST | $1,828,372 | $823,386 | $43,838 | $2,695,596 |

* Lot 7 is planned for Future Town Hall
* Lot 8 is planned for Fire Station
* Lot 9 is planned for Future Police Station
TIMNATH COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date: 10/14/14</th>
<th>Item: An Ordinance Approving Amendment #7 To The Intergovernmental Agreement Between The Town Of Timnath And The City Of Fort Collins</th>
<th>Ordinance ✓</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presented by: April D. Getchius, AICP Town Manager</td>
<td></td>
<td>Resolution ☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Discussion ☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For Information ☐</td>
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</tbody>
</table>

**EXECUTIVE SUMMARY:** The Town of Timnath and the City of Fort Collins have had an intergovernmental agreement in place that governs a variety of issues. This amendment specifically addresses the respective communities’ growth management areas (GMAs). The GMAs determine where and how each community will grow in the years to come.

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

**KEY POINTS/SUPPORTING INFORMATION:**
- This agreement provides for changes to the Town’s GMA so that, in most cases, the GMA follows the I-25 boundary as the line between Fort Collins and Timnath.
- The agreement provides for the expansion of the Timnath GMA to the Cobb Lake area.
- The agreement provides for properties such as Clydesdale Subdivision to be annexed to Fort Collins as it is contiguous and better served by Fort Collins.
- The agreement includes designated areas of influence that the two entities have identified at key I-25 intersections. The areas of influenced may be areas of revenue sharing and joint planning between Fort Collins and Timnath in the future, if and when future agreement is reached.
- The agreement requires Timnath and Fort Collins to jointly participate in a public outreach program to speak to property owners within the GMA.
- The agreement also provides for amendments to the GMA if certain property owners would prefer to be located in Timnath rather than Fort Collins.

**ADVANTAGES:** The proposed amendment clarifies mutual GMAs and allows for the Town’s future growth and cooperation with Fort Collins. Approval of this GMA will also position Timnath to work with Larimer County on a County/Town intergovernmental agreement regarding growth.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** There is no immediate financial impact, but in the long term, this agreement will provide for the orderly growth, development and revenue capture for the Town of Timnath.

**RECOMMENDED MOTION:** I move approval of Ordinance No. 8, Series 2014 entitled “An Ordinance Approving Amendment #7 To The Intergovernmental Agreement Between The Town Of Timnath And The City Of Fort Collins.”

**ATTACHMENTS:**
1. Ordinance
2. Agreement
TOWN OF TIMNATH
ORDINANCE NO. 8, SERIES 2014

AN ORDINANCE APPROVING AMENDMENT #7 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF TIMNATH AND THE CITY OF FORT COLLINS

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

WHEREAS, the Town Council has approved several amendments to the Intergovernmental Agreement (IGA) between the Town and the City of Fort Collins; and

WHEREAS, the Town has most recently approved an amendment extending the terms of the IGA as it relates to the entities’ growth management areas (GMA) to May 15, 2014; and

WHEREAS, the Town and the City have reached agreement on their respective GMA’s.

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

Section 1. The Town Council hereby approves Amendment #7 to the Town of Timnath and City of Fort Collins Intergovernmental Agreement as attached hereto;

Section 2. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution, the powers contained in the home rule charter for the Town (“Charter”) and the Timnath Municipal Code (the “Code”);

Section 3. 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 OCTOBER 14th, 2014 AT THE TIMNATH TOWN ADMINISTRATIVE BUILDING, 4800 GOODMAN STREET, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 22ND DAY OF APRIL, 2014.
MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON OCTOBER 14th, 2014.

TOWN OF TIMNATH, COLORADO

____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

___________________________________
Milissa Peters, Town Clerk
SEVENTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
(Regarding Cooperation on Annexation, Growth Management and Related Issues)

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

RECITALS

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

WHEREAS, the parties are situated on opposite sides of Interstate 25 and are both committed to planned and orderly development; regulating the location and activities of development which may result in increased demand for services; providing for the orderly development and extension of urban services; to simplifying governmental structure when possible; promoting the economic vitality of both municipalities; protecting the environment; and raising revenue sufficient to meet the needs of their citizens; and

WHEREAS, because of the proximity of the City and the Town, the parties have agreed to work toward developing a comprehensive development plan for certain areas of mutual interest and concern within the immediate vicinity of I-25, the purpose of which plan would be to explore joint financing mechanisms for public improvements and potential revenue sharing alternatives within such areas; and

WHEREAS, the parties have previously executed First, Second, Third, Fourth, Fifth and Sixth Amendments to the Intergovernmental Agreement and now wish to execute a Seventh Amendment to the Intergovernmental Agreement in order to establish certain expectations with regard to joint planning and revenue sharing within the abovementioned areas of mutual interest and concern, and to address certain other issues that have arisen since the initial execution of the Intergovernmental Agreement, including Fort Collins’ interest in annexing a certain strip of property within the revised Timnath GMA, the disconnection by Fort Collins of certain Poudre School District land, and the modification and addition of certain exhibits to this Intergovernmental Agreement.

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

1. That Section 1.4 of the Intergovernmental Agreement is hereby renumbered as 1.5 and all subsequent subsections are renumbered accordingly, with a new Section 1.4 to be added, which shall read in its entirety as follows:
1.4 "Proposed Influence Areas" shall mean the areas shown on Exhibits “A”, “B”, and “C”, attached hereto and incorporated herein by this reference, which areas may become the subject of revenue sharing and/or joint planning between Fort Collins and Timnath.

2. That Section 2.1 of the Intergovernmental Agreement is amended so that the subsection reads in its entirety as follows:

2.1 Generally. Except as otherwise expressly provided herein, I-25 will become the boundary between the Fort Collins Growth Management Area ("FCGMA") and the Timnath Growth Management Area ("TGMA"), and the I-25 right-of-way will not be annexed by, or included within the GMA, of either party. Each party shall revise its GMA accordingly, shall respect the other party’s GMA and shall not:

(a) annex, or accept any petition to annex, property within the other party’s GMA, as said GMAs are to be amended under Sections 2.2 and 2.3 below, whether or not such amendments have been approved by Larimer County; provided, however, that Fort Collins may annex a narrow strip of property located within the TGMA at the location shown on Exhibit D, attached hereto and incorporated herein by this reference, if such annexation is determined by the Fort Collins City Council, in its sole discretion, to be in Fort Collins’ best interests.

(b) acquire any property within the other party’s GMA for the purpose of future community separators, natural areas, community parks, recreation or open space, without the consent of the other party, either in fee or through conservation or other easements, either under its own authority or through participation with or financial contribution to third parties or entities, except to the extent that such acquisitions may be incidental to the acquisition of property for other legitimate municipal purposes, including, but not limited to transportation rights-of-way and storm drainage facilities, in which case each party shall use reasonable efforts to provide written notice to the other party prior to taking any action pursuant this exception;

(c) annex any portion of the I-25 right-of-way without the express written consent of the other party except as provided in Article 3 and except that Fort Collins may annex those portions of I-25 that are or will be bounded on both sides by property within its municipal limits.

Any future amendments to the contiguous boundaries of the TGMA and FCGMA shall be made only if agreed upon in writing by both parties.

3. That Section 2.3 of the Intergovernmental Agreement is hereby amended by the addition of a new paragraph (c) to read in its entirety as follows:
(c) The parties shall, within one (1) year following the date of this Seventh Amendment, engage in a public process to inform neighborhoods affected by the TGMA of the possibility of these certain areas commonly known as the Cloverleaf Mobile Home Park and the Vista Bonita Subdivision being removed from the FCGMA and being annexed into Timnath.

4. That Article 3 of the Intergovernmental Agreement is hereby amended to read as follows:

ARTICLE 3
GATEWAY SECOND AND THIRD ANNEXATIONS/I-25 ANNEXATIONS

Fort Collins shall take no further action to annex any portions of the I-25 right-of-way in connection with the Fort Collins Gateway Second and Third Annexations. Similarly, Timnath shall take no further action to annex any portion of the I-25 right-of-way that is adjacent to the FCGMA, except that portion of the I-25 right-of-way, if any, that has been conveyed to Timnath by the Colorado Department of Transportation in connection with the vacation of the former I-25 frontage road at the southeast corner of the intersection of I-25 and Harmony Road.

5. Article 4 of the Intergovernmental Agreement is hereby amended so that such article reads in its entirety as follows:

4.1 Plan Review and Revenue Sharing. The City and Town understand and agree that the implementation of this Agreement and the achievement of its purposes, including planning for and regulating the use of land and the provision of urban services, facilities, rights-of-way, and other requirements, will require significant time and effort on the part of both municipalities, as well as the expenditure of money. Accordingly, Timnath and Fort Collins agree to evaluate potential revenue sharing alternatives within the Proposed Influence Areas as described in Section 1.4 in percentages yet to be determined. For areas outside the Proposed Influence Areas, neither party shall be entitled to any share of the revenues generated by any parcel of property located in the other party's GMA, nor shall either party be entitled to any design or development review, other than such statutory review as both parties agree is applicable to home-rule municipalities and such review as may be required by the municipal code of one party, in its sole and exclusive discretion, in granting review rights to the other.

4.2 Early Development. The owners of any property that is the subject of a development project approved by either municipality within the Proposed Influence Areas as shown on Exhibits "A" and "B" prior to the completion of a revenue sharing agreement between Timnath and Fort Collins shall be required by the approving municipality to enter into a development agreement whereby such owners, on behalf of themselves and their successors in interest, agree to financially participate, on a proportionately equitable basis, in any future revenue sharing program as may reasonably be established between the
municipalities. Any such development agreement shall name the non-approving municipality as a third party beneficiary with respect to this revenue sharing provision.

4.3 Poudre School District Land. If requested by the Poudre School District in accordance with Colorado law, Fort Collins agrees to consider the disconnection of that certain parcel of land more particularly described on Exhibit “E” attached hereto. In the event that said land (or any part thereof) is, after disconnection from Fort Collins, commercially developed, such development shall, by development agreement, be subject to revenue sharing in the same manner and under the same requirements as are set out in Section 4.3 above.

6. That Exhibit “F”, which describes the TGMA and the FCGMA boundaries between Timnath and Fort Collins as they were established in 2009 is hereby amended as shown on Exhibit “F-1” attached hereto.

7. That Exhibits “A”, “B”, and “C” which describe the Proposed Influence Areas at the Prospect interchange, the Mountain Vista interchange and the Mulberry interchange, are hereby added.

8. That the areas shown on Exhibit “G” are intended to be transferred from the FCGMA to the TGMA which transfer will become effective only upon written approval by Larimer County.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.
THE TOWN OF TIMNATH, COLORADO

By: __________________________
   Mayor

ATTEST:

_______________________________
Town Clerk

APPROVED AS TO FORM:

_______________________________
Town Attorney
THE CITY OF FORT COLLINS, COLORADO

By: ____________________________
   Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney
Proposed Fort Collins - Timnath Influence Area
Prospect Rd & I-25
DESCRIPTION OF CLOVERLEAF MOBILE HOME PARK STRIP

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED TO BOGGS KURLANDER STEELE, LLC RECORDED MAY 9, 2002 AT RECEPTION NO. 2002051529 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST FORTY (40) FEET OF SAID TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED TO BOGGS KURLANDER STEELE, LLC RECORDED MAY 9, 2002 AT RECEPTION NO. 2002051529.

IT IS THE INTENT OF THIS DESCRIPTION THAT THE EAST BOUNDARY OF THE ABOVE-DESCRIBED TRACT BE PARALLEL TO THE WEST BOUNDARY THEREOF.

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522
DESCRIPTION OF Poudre R-1 School District Site Proposed to be De-Annexed

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, THE SOUTHWEST QUARTER OF SECTION 14, THE NORTH HALF OF SECTION 22, AND THE NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15 AND ASSUMING THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 15 AS BEARING NORTH 89°56'23" WEST, AS DETERMINED BY A GPS OBSERVATION, A DISTANCE OF 2638.04 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 89°56'23" WEST A DISTANCE OF 2638.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 89°56'38" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 15 A DISTANCE OF 635.26 FEET;
THENCE NORTH 00°03'22" EAST A DISTANCE OF 468.93 FEET TO THE SOUTHERLY LINE OF THAT STRIP OF LAND AS DESCRIBED IN THAT WARRANTY DEED AS RECORDED NOVEMBER 30, 1972 IN BOOK 1531 ON PAGE 759 OF THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER (LCOR);
THENCE ALONG SAID SOUTHERLY LINE BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:
THENCE SOUTH 54°55'30" EAST (REC. S. 55°01' E.) A DISTANCE OF 764.90 FEET;
THENCE SOUTH 68°53'30" EAST (REC. S. 89°59' E.) A DISTANCE OF 8.89 FEET TO THE EAST LINE OF SAID SW1/4;
THENCE NORTH 00°09'39" EAST ALONG SAID EAST LINE A DISTANCE OF 54.76 FEET TO THE NORTHERLY LINE OF THE AFORESAID STRIP OF LAND;
THENCE NORTH 54°55'30" WEST (REC. N. 55°01' W.) ALONG SAID NORTHERLY LINE A DISTANCE OF 775.87 FEET;
THENCE NORTH 00°03'22" EAST A DISTANCE OF 804.25 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2 SW1/4) OF SAID SECTION 15;
THENCE SOUTH 89°47'03" EAST ALONG SAID NORTH LINE A DISTANCE OF 637.70 FEET TO THE NORTHEAST CORNER OF SAID S1/2 SW1/4;
THENCE SOUTH 89°46'01" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (S1/2 SE1/4) A DISTANCE OF 2639.15 FEET TO THE NORTHEAST CORNER OF SAID S1/2 SE1/4;
THENCE SOUTH 00°12'32" WEST ALONG THE EAST LINE OF SAID S1/2 SE1/4 A DISTANCE OF 1326.04 FEET TO THE POINT OF BEGINNING.


I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

John Steven Von Nieda, Colorado P.L.S. 31169
For and on behalf of the City of Fort Collins
P.O. Box 560, Fort Collins, CO 80522
S:\Engineering\Department\Survey\Projects\Planning\Timnath IGA related\Legends\2-18-2014 Poudre annex.docx
Fort Collins / Timnath GMA Boundaries
2014

1. Add Cobb Lake Area to Timnath GMA
2. Remove Cloverleaf Vista Bonita, Sunflower, Clydesdale Park & Vista Grande from Timnath GMA and place in Fort Collins GMA with conditions
3. Permit a request for de-annexation by FSD; from Fort Collins GMA into Timnath GMA
4. Add into Timnath SMA
5. Add into Timnath SMA - GMA located on the eastside of I-25, inclusive of the Frontage Road

Exhibit F-1

Last Revised: 04/14/2014
Fort Collins / Larimer County GMA
Proposed Removal of Lands from GMA

- Fort Collins / Larimer County Intergovernmental Agreement
- Growth Management Area Boundary
- Areas to be Removed from Fort Collins / Larimer County Growth Management Area
  +
  ① Areas east of I-25 & south of Prospect Road
  (hatching not depicted)

Last Revised: 03/27/2014