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

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

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

4. CONSENT AGENDA
   a. Approval of the May 26, 2015, Town Council Meeting Minutes
   b. Approval of the Check Register

5. REPORTS
   a. Mayor and Council

6. ORDER OF BUSINESS:
   a. RESOLUTION NO. 35, SERIES 2015, A Resolution Appointing the Charter Amendment Committee
      Presented by Robert Rogers, Contracted Town Attorney
   b. RESOLUTION NO. 36, SERIES 2015, A Resolution Approving A Standard Services Agreement with Connell Resources for the Gateway Trailhead Park Improvements
      Presented by Matt Blakely, Contracted Town Planner
   c. RESOLUTION NO. 37, SERIES 2015, Resolution to Approve First Amendment to Southwest Timnath Metropolitan District Nos. 1-4 Service Plan
      Presented by Robert Rogers, Contracted Town Attorney
   d. RESOLUTION NO. 38, SERIES 2015, A Resolution Approving the Timnath Ranch 6th Filing Preliminary Plat
      Presented by Matt Blakely, Contracted Town Planner
   e. RESOLUTION NO. 39, SERIES 2015, A Resolution Approving the Serratoga Falls Preliminary Plat
      Presented by Matt Blakely, Contracted Town Planner
   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 the Contracted Town Attorney

7. ADJOURNMENT
Town of Timnath  
Regular Meeting Minutes  
May 26, 2015

IMMEDIATELY FOLLOWED THE LIQUOR BOARD MEETING AT 6:00 P.M.

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

1. CALL TO ORDER AND ROLL CALL:
Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, May 26, 2015, at 6:03 p.m.

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

Absent
  a. Councilmember Bill Neal

Also Present:
  a. April Getchius, Town Manager
  b. Neil Rutledge, Contracted Town Attorney
  c. Steve Humann, Contracted Town Engineer
  d. Matt Blakely, Contracted Town Planner
  e. Brian Williamson, Contracted Town Planner
  f. Kevin Koelbel, Contracted Town Planner
  g. Phil Goldstein, Planning Commission Chairperson
  h. Landon Hoover, Developer
  i. Gary Hoover, Developer
  j. Tom Brinkman, Developer
  k. Cory Kozisek, Timnath Resident
  l. Kevin Kohlberg, Timnath Resident
  m. Judy Bogaard, The Group
  n. Lisa Rosintoshki, Timnath Resident
  o. Rich Roberts, Timnath Resident
  p. James Sherman, Timnath Resident

2. AMENDMENTS TO THE AGENDA:
   a. NONE

3. PUBLIC COMMENT ON NON-AGENDA ITEMS:
a. Kevin Kohlberg, Timnath Resident, he asked about the oil and gas drilling effecting the vision of the Town and Mayor Grossman-Belisle stated that the drilling is located in the County and explained that there were several meetings and mailings addressing the oil and gas issues.

4. CONSENT AGENDA:
   a. Approval of the May 12, 2015, Town Council Meeting Minutes
   b. Approval of the Check Register

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

5. REPORTS:
   a. Mayor/Council-
      i. CML Conference
      ii. ICSC Conference update
      iii. Change the June 9th meeting to June 8th
      iv. Letter to Governor Hickenlooper asking to veto the house bill regarding urban renewal authorities
      v. Town BBQ/Movie night on June 19th
   b. Staff-Included in the packet

6. ORDER OF BUSINESS:
   a. RESOLUTION NO. 26, SERIES 2015, A Resolution Approving Wildwing Subdivision Sketch Plan

Staff Comments:
   • Mr. Blakely spoke to Council about the proposed resolution.
   • Landon Hoover spoke to Council about the changes included in the plan per the Council requests. Mr. Hoover also spoke about marketing the development and the economic viability of the previous plan.
   • Landon and Gary Hoover explained lot prices due to the foreclosed property and economic viability needed to move forward.

Town Council Questions and Comments:
   • Councilmember Pearson asked for clarification on a couple of lots and Mr. Hoover explained how the lots became a part of phase 2 instead of phase 1.
   • Mayor Grossman-Belisle asked what the proposed green belt widths were in Block 13 and Gary Hoover explained the width, materials for walkway and access.
   • Mayor Grossman-Belisle asked about the footprints of the 10 lots along the north of Phase 2 and Mr. Hoover explained that they could require a larger footprint to help transition from Phase 1 to Phase 2.
   • Mayor Grossman-Belisle asked that some of the green belts be expanded and also asked that the 2 lots on the west side of Phase 2 become 1 lot.
• Mayor Grossman-Belisle asked if more landscaping be included between Phase 1 and Phase 2 along the west side.
• Councilmember Pearson agreed with the 2 lots becoming 1.
• Councilmember Voronin asked about the density without including Phase 1 and Mr. Blakely stated that the density was 1.4 to 1.45.
• Councilmember Steinway asked about the original number of homes compared to the proposed plan and Mayor Grossman-Belisle explained that there were 35 more homes proposed compared to the original plan. She further explained R-2 zoning and stated that the proposed plan was closer to what Council wanted with some additional changes as discussed.
• Councilmember Steinway asked if the zoning detailed had changed from the original plan to the proposed plan and Mayor Grossman-Belisle stated that the official zoning details had not changed and that higher density would be allowed by the zoning and comp plan.
• Mayor Grossman-Belisle asked the developer to require a minimum footprint on the 10 west lots and Mr. Hoover stated that they would agree to the request.
• Mr. Blakely spoke about the increase of officers anticipated.
• Mr. Humann spoke about road improvements and acknowledged the need.

Public Comments:
• Cory Kozisek, Timnath Resident, spoke to Council about the marketing materials received by the current residents. He also asked about adding police and fire personnel and stated that he did not understand the economics as presented. Mr. Kozisek listed the names and addresses of the residents who support the statements made.
• Judy Bogaard, Group Realty, spoke about her experience as realtor working with developments and the seeing the changes needed in several developments. She spoke about the development increasing the open space and that open space being an important selling point.
• Lisa Rosintoski, Timnath Resident, spoke to Council about her concerns with what she bought into, the change in pool location and asked for a pause for the developer to work with the current residents.
• James Sherman, Timnath Resident, spoke to Council about the previous marketing and promised made.
• Kevin Kohlberg, Timnath Resident, spoke to Council about promises made and people wanting more of what is currently in place. He also spoke about the view from Latham Parkway not being inviting. Mr. Kohlberg stated that more changes needed to be made to the plan because the density is too high.

Councilmember Person moved to approve RESOLUTION NO. 26, SERIES 2015, A Resolution Approving Wildwing Subdivision Sketch Plan with the discussed conditions. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.
b. RESOLUTION NO. 33, SERIES 2015, A Resolution Appointing Planning Commissioner Don Risden

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

Councilmember Pearson moved to approve RESOLUTION NO. 33, SERIES 2015, A Resolution Appointing Planning Commissioner Don Risden. Councilmember Voronin seconded the motion. The motion passed unanimously by voice vote.

c. ORDINANCE NO. 6, 2015, SECOND READING, PUBLIC HEARING, An Ordinance Amending the Official Zoning Map of the Town of Timnath for the Purpose of Zoning Certain Real Property to be Known as the Timnath Landing Subdivision (North of and Adjacent to Harmony Road and East of and Adjacent to CR-5/Main Street)

Staff Comments:
- Mr. Blakely spoke to Council about the proposed ordinance.
- Mr. Brinkman spoke to Council about the proposed development.

Mayor Grossman-Belisle opened the public hearing at 7:30 p.m.

Public Comments:
- NONE

Mayor Grossman-Belisle closed the public hearing at 7:30 p.m.

Councilmember Voronin moved to approve ORDINANCE NO. 6, 2015, An Ordinance Amending the Official Zoning Map of the Town of Timnath for the Purpose of Zoning Certain Real Property to be Known as the Timnath Landing Subdivision (North of and Adjacent to Harmony Road and East of and Adjacent to CR-5/Main Street) with conditions. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

d. RESOLUTION NO. 34, SERIES 2015, A Resolution Approving Amendments to a Timnath Town Policy Regarding Timnath Reservoir

Staff Comments:
- Ms. Getchius spoke to Council about the proposed resolution.

Town Council Questions and Comments:
- Mayor Grossman-Belisle asked that permitted users be listed at time of application.

Councilmember Steinway moved to approve RESOLUTION NO. 34, SERIES 2015, A Resolution Approving Amendments to a Timnath Town Policy Regarding Timnath Reservoir with the suggested amendment. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.
e. **EXECUTIVE SESSION**: “For the purposes of discussion concerning the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under Section §24-6-402(a), C.R.S.; discussion concerning personnel matters under §24-6-402(4)(f), C.R.S.; discussion regarding positions relative to matters that may be subject to negotiations and development of a strategy for negotiations under §24-6-402(4)(e), C.R.S.; and conferences with the Town’s attorney for purposes of receiving legal advice on specific legal questions under §24-6-402(4)(b), C.R.S.”

Councilmember Steinway 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 7:35 pm.
The regular meeting reconvened at 7:48 pm.

7. **ADJOURNMENT:**

Mayor Grossman-Belisle adjourned the meeting 7:48 p.m.

Town Council approved the May 26, 2015, Town Council Meeting Minutes on June 8, 2015.

TOWN OF TIMNATH

_____________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_____________________________________
Milissa Peters, CMC  
Town Clerk
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**Core Documents**

**APR 2015**

| 732      | Core Documents      | APR 2015       | Apr 2015 FSA Administration  | 04/01/2015   | 45.00             |
|          |                     |                |                              |              | **Total APR 2015:** | 45.00           |

**JUN 2015**

| 732      | Core Documents      | JUN 2015       | Jun 2015 FSA Administration  | 06/01/2015   | 45.00             |
|          |                     |                |                              |              | **Total JUN 2015:** | 45.00           |

**MAY 2015**

| 732      | Core Documents      | MAY 2015       | May 2015 FSA Administration  | 05/01/2015   | 45.00             |
|          |                     |                |                              |              | **Total MAY 2015:** | 45.00           |

**Felsburg, Holt & Ullevig**

| 786      | Felsburg, Holt & Ullevig | 14066         | 2015 General Consultation Service | 05/11/2015   | 2,537.57          |
|          |                        |                |                                |              | **Total 14066:** | 2,537.57         |

**FORT COLLINS LOVELAND WATER DIST**

**05142015A**

| 14      | FORT COLLINS LOVELAND WA | 05142015A     | May 2015 4800 Goodman Street  | 05/14/2015   | 83.39             |
|         |                         |                |                                |              | **Total 05142015A:** | 83.39          |

**05142015B**

| 14      | FORT COLLINS LOVELAND WA | 05142015B     | May 2015-Irrigation Weitzel Street | 05/14/2015 | 19.79             |
|         |                         |                |                                |              | **Total 05142015B:** | 19.79           |

**05142015C**

| 14      | FORT COLLINS LOVELAND WA | 05142015C     | May 2015 3930 Main Street   | 05/14/2015 | 15.65             |
|         |                         |                |                                |              | **Total 05142015C:** | 15.65           |

**Front Range Pest Control**

| 727      | Front Range Pest Control | 24297         | 2015 Pest Control Services at Ad | 04/20/2015 | 75.00             |
|          |                         |                |                                |              | **Total 24297:** | 75.00            |

**24298**

| 727      | Front Range Pest Control | 24298         | 2015 Pest Control Services at Wil | 04/20/2015 | 75.00             |
|          |                         |                |                                |              | **Total 24298:** | 75.00            |

**GeoLens**

| 740      | GeoLens               | 1568           | May 2015 Monthly Service     | 04/30/2015  | 500.00            |

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**Total Net Invoice Amount:** 132.08 + 45.00 + 45.00 + 2,537.57 + 83.39 + 19.79 + 15.65 + 75.00 + 75.00 + 500.00 = **3,333.11**
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## Town of Timnath

### Payment Approval Report - check register

**Report dates:** 4/1/2015-6/30/2015  
**Jun 03, 2015 01:10PM**

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<td>Description</td>
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<td>238,824.84</td>
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</table>

Dated: ______________________________________________________

Mayor: ______________________________________________________

City Council: ________________________________________________

City Recorder: ______________________________________________
**EXECUTIVE SUMMARY:** This Resolution appoints a committee to make recommendations regarding a potential Charter amendment (the “Charter Amendment Committee”).

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

**KEY POINTS/SUPPORTING INFORMATION:**
The Charter Amendment Committee is comprised of five (5) members and will review the existing, proposed Charter amendments, educate the public regarding the proposed amendments, and gather public input. Based on the public input gathered, the Committee will share that public input and will make a recommendation to the Town Council as to whether or not to adopt an ordinance setting the matter for election by July 21, 2015.

**ADVANTAGES:** A committee is an informal way for the Town Council to get input regarding the proposed Charter amendments. The Town Council will not be bound by committee recommendations, but recommendations may give weight to Town Council decisions in line with recommendations. The Committee will also educate the public and gauge public support regarding the Charter amendment.

**DISADVANTAGES:**
None.

**FINANCIAL IMPACT:**
Minimal financial impact. The Town will cover actual and necessary expenses for members, but members will not receive compensation.

**RECOMMENDED MOTION:**
I move approval of Resolution No.35, Series 2015 entitled A Resolution Appointing a Charter Amendment Committee.

**ATTACHMENTS:**
1. Resolution
WHEREAS, pursuant to Section 3.10 of the Timnath Town Charter (the “Charter”), the Town of Timnath (“Town”) Council has the authority to enact resolutions; and

WHEREAS, pursuant to Section 15.3 of the Charter, the Charter may be amended in the manner provided by Article XX of the Colorado Constitution and by Section 31-2-201 et seq., Colorado Revised Statutes, as may be amended; and

WHEREAS, a committee may make nonbinding recommendations to the Town Council; and

WHEREAS, the Town Council seeks input regarding certain proposed Charter amendments and seeks to appoint a committee (the “Charter Amendment Committee”) to gather public input and report to the Town Council; and

WHEREAS, the individuals being considered for appointment are generally familiar with the duties of the Charter Amendment Committee, the time commitment required to serve on the Charter Amendment Committee, and that members will serve without compensation, except that they are allowed reimbursement for actual and necessary expenses.

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

Section 1. The Town Council hereby appoints the following five (5) individuals to serve as the Charter Amendment Committee:

1) Name: Ray Wright
2) Name: Marty Jost
3) Name: Aaron Pearson
4) Name: John Cloudman
5) Name: Phil Goldstein

Section 2. Phil Goldstein shall serve as the chairman of the Charter Amendment Committee.

Section 3. The appointments will take effect immediately.
Section 4. The Charter Amendment Committee will gather public input and prepare a recommendation to the Town Council regarding proposed Charter amendments, and submit the recommendation to the Town Council by July 21, 2015.

Section 5. The Town Manager and Town Consultants are hereby authorized to coordinate with the members of the Charter Amendment Committee in order to provide necessary technical assistance.


TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXECUTIVE SUMMARY: The Town of Timnath is prepared to make improvements to the Town owned property located north of Harmony and east of Weitzel. This property is being referred to as Gateway Park by Town Staff. The improvements include the addition a paved parking lot, solar operated access gate, trails connecting to the existing Poudre River Trail, a trash enclosure, and a port-a-let enclosure.

STAFF RECOMMENDATION: Staff recommends approval

KEY POINTS/SUPPORTING INFORMATION:

The Town is a partner with Larimer County on this project as a part of the Great Outdoors Colorado (GOCO) Rivers Initiative grant program. This grant was awarded in 2012 and is set to expire in June of 2015. The Town is currently requesting an administrative extension of GOCO (for this extension) to allow the construction to be completed this summer.

As a part of this grant award, Larimer County has been the lead for the Poudre Trail improvements that have recently been completed. During that work, the Town has asked if the County could assist with the Trailhead work. As a project partner, Larimer County suggested leveraging their as-needed services with Connell Resources. This as-needed services contract was publicly bid and awarded to Connell at fixed prices. These prices will extend to the work being requested by this contract.

The contract with Connell doesn’t include landscape, irrigation, lighting, or site amenities (play element or picnic tables). This work will be bid out separately or possibly considered as a change order to Connell’s scope.

ADVANTAGES:

- Expedites the bid process by leveraging Larimer County’s pre-existing contracted services with Connell Resources.
- Improves the trailhead for the Poudre River Trail and parking for Gateway Park which provides access to the Walmart reservoir for fishing and non-motorized boating.
- Leverages matching funds awarded by GOCO.

DISADVANTAGES:

- None

FINANCIAL IMPACT:

- This expense is a budgeted item. The total project budget (including design and construction) for 2015 is $250,000. GOCO will be supplying $69,510.24 as part of the grant award for total available funds in the amount of $319,510.42, but only requesting $221,585 at this time.
- Staff did ask Council to consider reallocation of funds ($80,000) from this project to go to the Timnath
<table>
<thead>
<tr>
<th><strong>Regional Park.</strong> That would result in a revised budget amount of $170,000 available for the trailhead improvements.</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Based on the bid amount and the addition of the landscape, irrigation and site amenities. Staff won’t be requesting reallocation of funds from this project to the Regional Park improvements, but rather will evaluate other fund sources to supplement the Regional Park expenditures.</td>
</tr>
</tbody>
</table>

**RECOMMENDED MOTION:**

- I move to approve Resolution No. 36, Series 2015 approving the Standard Services Agreement with Connell Resources for the Gateway Trailhead Park Improvements

**ATTACHMENTS:**

1. Resolution
2. Town Council Purchase Authorization
3. Agreement
Date: June 8, 2015
Vendor: Connell Resources Inc.
Department: Community Development
Project: Gateway Trailhead Park Improvements

Description: For trailhead improvements at Gateway Park located east of Weitzel and north of Harmony. The improvements include the addition a paved parking lot, solar operated access gate, trails connecting to the existing Poudre River Trail, a trash enclosure, and a port-a-let enclosure.

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

Advantages: Improves the trailhead for the Poudre River Trail and parking for Gateway Park which provides access to the Walmart reservoir for fishing and non-motorized boating.

Disadvantages: None

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
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<td>Gateway Trailhead Park Improvements</td>
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<td>$223,638</td>
<td>$69,510</td>
<td>$221,585</td>
<td>$71,564</td>
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</tbody>
</table>

Financial Impact:
This expense is a budgeted item. The project is budgeted for $250,000 in 2015. GOCO will be supplying $69,510.24 as part of the grant award. The additional budget requested amount is the match from GOCO. The budget remaining will be utilized for contingency, landscaping, irrigation, and site amenities.

Recommendation/Justification:
Recommend approval as this is a budgeted project.
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 36, SERIES 2015

A RESOLUTION APPROVING STANDARD SERVICES AGREEMENT WITH
CONNELL RESOURCES FOR THE GATEWAY TRAILHEAD PARK
IMPROVEMENTS

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

WHEREAS, attached hereto as Exhibit A is the Professional Services Agreement Between the Town of Timnath and Connell Resources, Inc. (the “Agreement”); and

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

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

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 8, 2015.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
STANDARD SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND CONNELL RESOURCES, INC.

for the Gateway Trailhead Park Improvements

This Standard Services Agreement, hereinafter "Agreement", is made by and between the Town of Timnath, hereinafter the "Town", and the undersigned contractor, hereinafter the "Contractor", and both collectively referred to from time to time herein as the "Parties".

WHEREAS, the Town desires to retain Contractor for the services as described herein; and

WHEREAS, the Contractor desires to be retained by the Town for the services as described herein.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

1. BASIC TERMS:

   A. Name, Address, and Phone Number of the Parties.

      a. Town: Town of Timnath
         4800 Goodman Street
         Timnath, Colorado  80547
         Phone: 970-224-3211

      b. Contractor: Connell Resources, Inc.
         7785 Highland Meadows Parkway
         Suite 100
         Fort Collins, Colorado 80528
         Phone: 970-223-3151

   B. Scope of Services. The scope of services shall be: the addition a paved parking lot, solar operated access gate, trails connecting to the existing Poudre River Trail, a trash enclosure, and a port-a-let enclosure., and is further detailed in ATTACHMENT A to this Agreement.

   C. Compensation. The services set forth in this Agreement shall be completed for an amount not to exceed $221,585.00. Contract is based on a unit price bid schedule as detailed in Attachment A and payment will be based on actual quantities installed. Not later than the tenth (10th) of each month, Contractor shall submit an invoice to the Town for the prior month's services. Progress payments will be in the amount equal to 95% of work completed and materials and equipment not incorporated in the work but delivered, suitably stored and accompanied by documentation satisfactory to Owner. Upon final completion and acceptance of the work, Owner shall pay the remainder in accordance with state statues.

   D. Term. The term commences on the Commencement Date and terminates on the
Termination Date as hereinafter defined.

E. Commencement Date. The "Commencement Date" is June, 2015 and is when the services described in this Agreement are to commence.

F. Termination Date. The "Termination Date" of this Agreement is 90 days after commencement. The Termination Date is based on an assumption that five properties can be completed a week. In consideration of needing to work on private, individual properties for each connection, the date may be adjusted after commencement due to unforeseen difficulties performing work, or obtaining permissions to work on, the individual properties.

G. Approval by the Town Council. This Agreement ___X__ is ____ is not (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

H. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other.

I. Warrantee. Contractor shall warrant all material and workmanship to be free from defect for a period of one (1) full year from the date of Final Payment.

2. CONTRACTOR NOT EMPLOYEE. Contractor is an independent contractor and not an employee, partner or agent of the Town.

   As an Independent Contractor you are not entitled to workers' compensation benefits and that as an Independent Contractor you are obligated to pay federal and state income tax on any moneys earned pursuant to our contract relationship.

   The Contractor shall, at all times, be an independent contractor. The Contractor shall have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Independent Contractor or Independent Contractor's employees be considered employees or agents of the Town.

3. INDEMNIFICATION. Contractor shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the
negligence of the Town's officers, agents and employees.

This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

4. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE. Town has selected Contractor because of Contractor’s special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability insurance, at its expense, in an amount of at least $1,000,000.00 and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

Any such insurance shall name the Town of Timnath as an additional insured. The Contractor shall deliver to the Town at the time of entering into this contract copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

5. DOCUMENTS. All documents prepared or furnished by Contractor (and independent professional associates and sub-contractors’) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit for ninety (90) days after final payment under this Agreement and shall be retained and available for audit purposes for at least five (5) years after final payment hereunder.

6. TABOR. Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (“TABOR”).

   a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.
b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31.

c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

7. CONFIDENTIALITY. The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C. R. S. § 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

8. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES. "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

(1) The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program, pursuant C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(2)(a) The Contractor shall not:

   (I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or

   (II) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:
(I) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) The Contractor shall comply with any reasonable request by the Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5.102(5).

(3) If the Contractor breaches this Section 8, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

(4) The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Contractor has not accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the Program every three (3) months until the Contractor is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is discontinued.

9. MISCELLANEOUS.

A. Severability/Governing Law. This Agreement is to be governed and construed according to
the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions
of this Agreement shall be determined to be void by any court of competent jurisdiction, then such
determination shall not affect any other provision of this Agreement, and all such other provisions shall
remain in full force and effect. It is the intention of the Parties hereto that if any provision of this
Agreement is capable of two constructions, one of which would render the provision valid, then the
provision shall have the meaning which renders it valid.

B. Entire Agreement. It is understood that there are no oral agreements between the Parties
hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous
negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties
hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof
shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be
the only agreement between the Parties hereto and their representatives and agents. All negotiations
and oral agreements acceptable to both Parties have been merged into and are included herein. No
provision of this Agreement may be amended or added to except by an agreement in writing signed by
the Parties hereto or their respective successors in interest.

C. Waiver and Modification. The waiver by Town of any term, covenant or condition herein
contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent
breach of the same or any other term, covenant or condition herein contained. The subsequent
acceptance of services hereunder by Town shall not be deemed to be a waiver of any preceding breach
by Contractor of any term, covenant or condition of this Agreement. No modification of the terms of
this Agreement shall be valid unless in writing and executed with the same formality as this Agreement,
and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any
subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon
approval by the Town Council, it is expressly agreed that, expect as may otherwise be provided by
applicable statute or ordinance, no official of the Town has the authority to waive or modify any
provision of this Agreement without formal approval of the Town Council.

D. Headings. The headings and titles in this Agreement are not a part of this Agreement and
shall have no effect upon the construction or interpretation of any part hereof.

E. Time. Time is of the essence of this Agreement and each and all of its provisions in which
performance is a factor.

F. Corporate Authority. If Contractor is a corporation, an LLC, an LLP, a limited partnership, a
general partnership, an LLP, or other non-natural entity, each individual executing this Agreement on
behalf of said entity represents and warrants that they are duly authorized to execute and deliver this
Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of
directors, partners, or members of said entity or in accordance with the governing documents of said
entity, and that this Agreement is binding upon said entity in accordance with its terms.

G. Notices. Any notice or other communication given by any of the Parties hereto to another
relating to this Agreement shall be in writing and shall be deemed to have been duly given:

a. On the date and at the time of delivery if delivered personally to the party to whom
notice is given at the address specified in Section 1, above;
b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in Section 1, above; or

c. Within twenty-four (24) hours after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in Section 1, above.

Either party may change such address by fifteen (15) days written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

H. NON-ASSIGNMENT. This Agreement is an agreement for services by which Contractor was selected for Contractor's special expertise. This Agreement may not be assigned by either Party.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the _______ day of ___________________, 2015.

TOWN OF TIMNATH

By:_______________________________
   Jill Grossman-Belisle

Title: Town Mayor

ATTEST:

____________________________________
Milissa Peters, CMC
Town Clerk

CONTRACTOR:

Connell Resources, Inc.

By:_______________________________

Title:_____________________________
STATE OF COLORADO )
   ) ss.
COUNTY OF LARIMER )

The foregoing Standard Services Agreement was acknowledged before me this ___ day of _______________________, 2015 by Jill Grossman-Belisle as the Mayor of the Town of Timnath.

Witness my hand and official seal.

My commission expires: __________________

____________________________________
Notary Public

____________________________________

____________________________________
Address

STATE OF COLORADO )
   ) ss.
COUNTY OF __________)  

The foregoing Standard Services Agreement was acknowledged before me this ___ day of _______________________, 2015 by __________________________ as the ____________________________ of Contractor.

Witness my hand and official seal.

My commission expires: __________________

____________________________________
Notary Public

____________________________________

____________________________________
Address
ATTACHMENT A
(Quotation, Notes, Conditions and Agreements)
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<tr>
<th>Item #</th>
<th>Item Description</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>LS</td>
<td>$1,720.00</td>
<td>$1,720.00</td>
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<td>2</td>
<td>REMOVAL OF SIDEWALK</td>
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<td>SY</td>
<td>$28.00</td>
<td>$644.00</td>
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<td>CY</td>
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<td>LF</td>
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<tr>
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Total Bid Price: **$221,585.00**
PARTY A shall not be responsible for sponsor’s acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys’ fees) arising from or relating to any act or omission of sponsor, sponsor’s agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement.

bind effect: This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

hazardous materials: In the event Connell encounters on the job site hazardous chemicals, wastes, or material as defined by any federal, state, or local authority (referred to as “Hazardous Materials”) which are not introduced to the job site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell’s sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell’s work related to or caused by the presence of Hazardous Materials on the job site will extend Connell’s time for performance under this Agreement a like amount of the time.

conditions and agreements

1. WITHDRAWAL OF QUOTATION: This quotation may be withdrawn or modified by Connell Resources, Inc. ("Connell") if not accepted by the named sponsor (the "Sponsor") within thirty (30) days from date of issue.

2. PERFORMANCE: Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell’s control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell’s control.

3. SPONSOR’S RESPONSIBILITIES: This quotation does not include any charges for tapping fees unless noted. Sponsor to furnish all easements and adequate working right of ways.

4. SOIL MECHANICS AND UNDERGROUND CONDITIONS: During excavation, if material is encountered that a 1-½ yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell.

5. DESIGN AND ENGINEERING SERVICES: Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by sponsor, sponsor’s agents or third parties.

6. EXTRA WORK: Upon written notice from Connell to the sponsor, sponsor’s agent or employee that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the sponsor shall pay Connell on a time-and material basis for all costs related to such work unless the parties agree in writing on another method of compensation.

7. QUANTITY DETERMINATION AND BILLINGS: For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation.

8. PAYMENT TERMS: The sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payment shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1-½% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is an ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell’s right to full and immediate payment.

9. DEFAULT: If sponsor defaults in timely making any payment or performing any obligation under this Agreement, sponsor shall pay all costs and expenses (including reasonable attorney’s fees) incurred by Connell as a result of the default.

10. WARRANTIES: All work shall be performed in accordance with good workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL AND WAIVED BY BUYER.

11. SOIL STERILIZATION: If a soil sterilizer is applied it is done as an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective.

12. ASPHALT PRICE ADJUSTMENTS: In the event of national and regional shortages of crude oil or other factors beyond Connell’s control, Connell’s suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell’s current paving season, the price may be increased by Connell to reflect price increases in the following paving season when the work is completed. The normal paving season extends from April to November 15, depending on weather conditions.

13. AUTHORITY TO PERFORM WORK: The sponsor accepting this quotation represents that it is the representative of the Owner of the premises on which the work is to be done, or that the signer is an authorized representative of the Owner, and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement.

14. INDEMNIFICATION/LIABILITY LIMITATION: Connell shall not be responsible for sponsor’s acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys’ fees) arising from or relating to any act or omission of sponsor, sponsor’s agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement.

15. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

NOTES:

• Pricing is based upon plans entitled “Gateway Park Trailhead” dated April 2015, Sheets 1 through 11, as prepared by TST and no Geotechnical Engineering report.

• The following are excluded from this proposal: Construction layout and engineering; Drainage facility certification; Warrantee period in excess of one year; Street cleaning for work performed by others; Permits: including but not limited to, city building, development construction, construction dewatering, wastewater discharge, storm water discharge (NPDES), air quality, etc.; Fees, including but not limited to, for development, inspection, utility connection, meters, etc.; Dewatering; Maintenance of erosion control devices for others; quality control or acceptance testing; prairie dog removal, relocation, or extermination; or landscaping.

• Pavement Drainage less than 1.5% designed or obtainable fall will not be guaranteed.

• Material prices for pipeline Items are guaranteed for a period of 30 days from the date shown on the top of this quote. After 30 days the material prices may change the unit prices quoted.

• All work is contingent on the availability of construction water, access to the work, negotiation of acceptable contract terms, a mutually agreeable schedule, and verification of financing.

• Please provide a minimum of 4 weeks advanced notification of work requests to allow for scheduling the work. No work will be completed without a signed Contract Agreement. Work is scheduled to start June 29 and be complete by July 31, 2015. The current rain we’ve been receiving has backed up our current work and the start of this project.

• Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.

• Permits, Geotechnical Testing, Remediation of poor subgrade, Any damages due to flooding or rain are excluded from this quote.
**ACCEPTED:**  
The above prices, specifications and conditions are satisfactory and hereby accepted.

**Buyer:**

**Signature:**

**Date of Acceptance:**

---

**CONFIRMED:**  
Connell Resources, Inc.

**Authorized Signature:**

**Estimator:** Dan Giesler
TIMNATH TOWN COUNCIL COMMUNICATION

<table>
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<tr>
<th>Meeting Date:</th>
<th>Item: Resolution to Approve First Amendment to Southwest Timnath Metropolitan District Nos. 1-4 Service Plan</th>
<th>Ordinance □</th>
<th>Resolution √</th>
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<tr>
<td>June 8, 2015</td>
<td></td>
<td>cles</td>
<td></td>
</tr>
<tr>
<td>Presented by:</td>
<td></td>
<td>Discussion</td>
<td></td>
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<tr>
<td>Robert G. Rogers, Esq. Town Attorney</td>
<td></td>
<td>For Information □</td>
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EXECUTIVE SUMMARY: The First Amendment to Southwest Timnath Metropolitan District Nos. 1-4 Service Plan (“First Amendment”) seeks to bring the existing Southwest Timnath Metropolitan District Nos. 1-4 (the “Districts”) service plan in line with some of the recently approved changes to the Timnath model service plan for metropolitan districts and fixes some minor clerical errors in the property descriptions of the Districts.

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

KEY POINTS/SUPPORTING INFORMATION:

The First Amendment is structured as an addition to the existing service plan but the attached highlights the changes that the Amendment would make to the existing service plan and legal descriptions of the property. Essentially, the Amendment would add 13 lots of the Brunner Farm Subdivision, which were mistakenly omitted, to District No. 4; would increase the service area to include Brunner Farm Subdivision Replat A, as previously approved; and would increase the maximum debt authorization from $11,000,000 to $15,555,000 to bring the service plan in line with the Timnath model service plan. The changes are further summarized below.

The First Amendment:
- Adopts the model service plan’s use of estimated capital improvements as the basis for calculating the maximum debt authorization instead of financing plan estimates, raising the maximum debt authorization from $11,000,000 to $15,555,000.
- Adjusts the legal descriptions for District 4 to remedy a clerical error, for a slightly smaller acreage (18.57 versus 19.19 acres).
- Provides for an increased service area (709.55 versus 684.2 acres).
- Provides updated maps of the Districts.

ADVANTAGES:
The First Amendment brings the Districts’ service plan in line with the Timnath model service plan for purposes of maximum debt authorization calculation. Consistency on the Town’s part provides for predictability for special district organizations.

The First Amendment remedies clerical errors and incorporates correct property descriptions for District 4 boundaries and the Districts’ service area.

DISADVANTAGES:
None.
**FINANCIAL IMPACT:**
No foreseeable impact.

**RECOMMENDED MOTION:**
I move approval of Resolution No. 37, Series 2015 entitled A Resolution Approving the First Amendment to Service Plan for Southwest Timnath Metropolitan District Nos. 1-4.

**ATTACHMENTS:**
1. Resolution
2. Redline Version of First Amendment to Southwest Timnath Metropolitan District Nos. 1-4 Service Plan
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 37, SERIES 2015

A RESOLUTION APPROVING THE FIRST AMENDMENT TO SERVICE PLAN FOR SOUTHWEST TIMNATH METROPOLITAN DISTRICT NOS. 1-4

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

WHEREAS, attached hereto as Exhibit A is the First Amendment to Service Plan for Southwest Timnath Metropolitan District Nos. 1-4 (the "First Amendment to Service Plan"); and

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 8th, 2015.

TOWN OF TIMNATH, COLORADO

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Milissa Peters, CMC
Town Clerk
FIRST AMENDMENT
TO
SOUTHWEST TIMNATH METROPOLITAN
DISTRICT NOS. 1-4
SERVICE PLAN

IN THE TOWN OF TIMNATH, COLORADO

Submitted April __, 2015
SOUTHWEST TIMNATH METROPOLITAN DISTRICT NOS. 1-4
FIRST AMENDMENT TO SERVICE PLAN

I. INTRODUCTION

This First Amendment to the Service Plan (the "First Amendment") for the Southwest Timnath Metropolitan District Nos. 1-4 (the "Districts") amends and replaces certain sections, only to the extent provided herein, the original Service Plan for Southwest Timnath Metropolitan District Nos. 1-4 approved by Resolution 41-2014 adopted by the Board of Trustees on July 22, 2014 (the "Service Plan"). The Town has jurisdiction to adopt a resolution of approval to approve this First Amendment by virtue of Section 32-1-204.5 C.R.S., et seq.

Since the original approval of the Service Plan two changes have occurred related to the Districts which are addressed in this First Amendment. The Districts have been recently advised that the legal description contained in the Service Plan contained a technical error in the legal description for District No. 4 which mistakenly omitted Lots 22-34 of Block 7 of the Brunner Farm Subdivision from the boundaries of the Districts, those boundaries were corrected by motion and order to correct the boundaries filed with and approved by the District Court. A replat has also recently been approved which modifies slightly the maps and description of the tracts and lots within District No. 4 which has also been incorporated into the corrected legal description of the District No. 4 boundaries. Additionally, the Town recently approved changes to the model service plan and has approved service plans using the estimated capital improvements as the basis for calculating the maximum debt authorization instead of the financing plan estimates. The Districts are requesting a similar measurement and corresponding increase in their maximum debt authorization from $11,000,000 to $15,555,000 to be on equal footing with other Districts approved after July 22, 2014 under the updated Town Model Service Plan. This First Amendment would adjust the original Service Plan for the Districts to accomplish these changes.

This First Amendment is proposed to:
A. replace the legal description for Southwest Timnath Metropolitan District No. 4 within Exhibit A to the Service Plan, incorporating an updated legal description of the Districts. The revised Exhibit A incorporating the updated legal description for District No. 4 is attached hereto and incorporated herein as Exhibit A; and

B. restate and amend the following portions of Article V, Section A, Part 10, Total Debt Issuance Limitation and Article VI, Section A. General.

This First Amendment is submitted pursuant to §§ 32-1-201, et seq., C.R.S., as amended, (the “Special District Control Act”), and the requirements of the Town as set forth in the Service Plan. The Districts are a quasi-municipal corporation and political subdivision of the State of Colorado. The Town approved the Service Plan for the Districts on July 22, 2014 (the “Service Plan”) and the Larimer County District Court ordered the organization of the Districts on December 1, 2014 pursuant to the requirements of the Special District Control Act.

II. REPLACEMENT OF EXHIBIT A OF SERVICE PLAN

The legal description of the Districts attached as Exhibit A to the Service Plan is replaced in its entirety with the new Exhibit A, which attached hereto and incorporated herein.

III. REPLACEMENT OF EXHIBIT B OF SERVICE PLAN

The Map of the Districts attached as Exhibit B to the Service Plan is replaced in its entirety with the new Exhibit B, which attached hereto and incorporated herein.

IV. ARTICLE V, SECTION A, PART 10, TOTAL DEBT ISSUANCE LIMITATION

The following language restates and replaces the section 10 of Article V in its entirety:

“10. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of Fifteen Million Five Hundred Fifty Five Thousand Dollars ($15,555,000) without approval of the Town.”

V. ARTICLE VI, SECTION A, GENERAL

The following language restates and replaces Article IV, Section A. of the Service Plan in its entirety:

“A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and
through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Fifteen Million Five Hundred Fifty Five Thousand Dollars ($15,555,000) without approval of the Town and shall be permitted to be issued on a schedule and in such year or years as the Districts determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, subject to the limits in this Service Plan. In addition to the information in this Section VI, the Town may require additional financial forecasts and feasibility reports.”

VI. EFFECT OF FIRST AMENDMENT

This First Amendment to the Service Plan is in addition to all of the provisions of the original Service Plan. Except as specifically modified herein, the original Service Plan of the District, as approved by the Board of Trustees on July 22, 2014 remains in full force and effect.

VI. RESOLUTION OF APPROVAL

The Districts and proponents of the Districts agree to and shall incorporate the Board of Trustees’ Resolution of Approval, including any conditions on such approval, into this First Amendment to the Service Plan presented to the appropriate District Court. Such resolution shall be attached as Exhibit C.

VII. CONCLUSION

This First Amendment demonstrates that:
a. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

b. The existing service in the area to be served by the Districts is inadequate without the Districts for present and projected needs;

c. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries;

d. The area to be included in the Districts have, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. The facility and service standards of the Districts are compatible with the facility and service standards of Larimer County and Town of Timnath, which are interested parties hereunder. §32-1-204(1), C.R.S.;

f. The First Amendment will be in the best interests of the area to be served.

VIII. CERTIFICATION

Therefore, it is hereby respectfully requested that the Board of Trustees of the Town of Timnath, Colorado, which has jurisdiction to approve this First Amendment by virtue of Section 32-1-204.5 and Section 32-1-207(2) C.R.S., et seq., as amended, adopt a resolution of approval which approves this First Amendment to the Service Plan for the Southwest Timnath Metropolitan District Nos. 1-4 as submitted. The undersigned will cause written notice of the Town's hearing on the proposed Service Plan to be duly given to all "interested parties" within the meaning of § 32-1-204, C.R.S., and will or has caused all other required filings to be made and all other applicable procedural requirements to be met.

SOUTHWEST TIMNATH
METROPOLITAN DISTRICT NOS. 1-4

By: [Signature]

[Name]
[Title]
Exhibit A

Legal Descriptions
District 1 – Legal Description

Tract 1, Brunner Farm Subdivision, Town of Timnath, County of Larimer, State of Colorado, consisting of approximately 0.465 acres.
District 2 – Legal Description

Lots 17 through 27 of Block 2, Lots 1 through 46 of Block 3, Lots 1 through 26 of Block 4, Lots 1 through 13 of Block 5, Tract B, Tract C, Tract D, Tract E, Tract F, Tract H, Tract J and Tract K, Brunner Farm Subdivision, Town of Timnath, County of Larimer, State of Colorado, consisting of approximately 45.84 acres.
District 3 – Legal Description

Lots 1 through 25 of Block 6, Lots 1 through 21 of Block 7, and Tract G, Brunner Farm Subdivision, Town of Timnath, County of Larimer, State of Colorado, consisting of approximately 13.71 acres.
District 4 — Legal Description

Brunner Farm Subdivision Lots 1 through 3 and Lots 9 through 30 of Block 1, Lots 1 through 16 of Block 2, Lots 22 through 34 of Block 7, together with Brunner Farm Subdivision Replat A Lot 3 of Block 1 and Tract A, Town of Timnath, County of Larimer, State of Colorado, consisting of approximately 18.57 acres.
Service Area - Legal Description

Brunner Farm Subdivision and Brunner Farm Subdivision Replat A, together with, Parcels Number 8611000002, 8612300001, 8611000005, 8612000005, 8612000002, 8612300002, 8614105001, 8613205902, 8613000020, 8613000014, 8613000018, 8613000019, and 8613000012 as recorded in the office of the Larimer County Clerk and Recorder. Consisting of approximately 709.55 acres.

Future Inclusion Areas - Legal Description

Brunner Farm Subdivision Replat A, Lots 1 and 2, Block 1, Tract B, Tract C and Tract D, Town of Thennath, County of Larimer, State of Colorado, together with, Parcels Number 8611000002, 8612300001, 8611000005, 8612000005, 8612000002, 8612300002, 8614105001, 8613205902, 8613000020, 8613000014, 8613000018, 8613000019, and 8613000032 as recorded in the office of the Larimer County Clerk and Recorder. Consisting of approximately 626.61 acres.
Exhibit B

Updated Maps of the Districts
Exhibit C

Form of Resolution of Town of Timnath Approving the First Amendment
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. _____, SERIES 2015

A RESOLUTION APPROVING THE FIRST AMENDMENT TO SERVICE PLAN
FOR SOUTHWEST TIMNATH METROPOLITAN DISTRICT NOS. 1-4

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

WHEREAS, attached hereto as Exhibit A is the First Amendment to Service Plan for Southwest Timnath Metropolitan District Nos. 1-4 (the "First Amendment to Service Plan"); and

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON ____________, 2015.

TOWN OF TIMNATH, COLORADO

____________________________________
Mayor

ATTEST:

____________________________________
Town Clerk
**EXECUTIVE SUMMARY:**

- The proposed Preliminary Plat is in conformance with the previously approved Preliminary Plat for the property (Town Council approval on January 3, 2007 and attached for reference).
- The number of lots and density proposed with this proposed Preliminary Plat is exactly the same as the previously approved Preliminary Plat.
- The proposed Preliminary Plat is in substantial conformance with the approved bubble diagram Sketch Plan dated May 4, 2005 (Resolution X-2005) as well as the subsequent Master Plan dated July 17, 2006. These documents are attached for reference.

Subdivision of +/-42.17 acres into 54 single family lots. Proposed uses consist of single-family dwelling units that will range from 6,000 square feet to 11,000 square feet. The overall density for this phase will be 1.28 dwelling units per acre which conforms with the R-2 zoning and LDR Comprehensive Plan designation. On-street detached sidewalks are provided throughout the subdivision providing linkages within the subdivision that will tie into the future dedication of community trail and the surrounding neighborhoods. The open space requirement will be met by the future Heritage Park that will become a town owned park.

This property is part of the overall Timnath Ranch neighborhood. It conforms with the approved Sketch Plan for Timnath Ranch and is a continuation of the development.

**PLANNING COMMISSION ACTION ON 6/2/2015:**
Planning Commission made a motion to recommend approval of the Preliminary Plat with the following condition to the Timnath Town Council on 6/2/2015:

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

That motion passed by a vote of 5 in favor and 0 opposed.

**KEY POINTS/SUPPORTING INFORMATION:**

- **Owner:** Jon Turner, Timnath Ranch LLC
- **Applicant:** Jon Turner, Timnath Ranch LLC

- **Application Type:** Preliminary Plat
- **Case Number:** PP 2015-002

- **Legal Description/Address:**
  Parcel of land located north of Wheatfield Dr, east of School House Dr, and west of Latham Parkway.
## Preliminary Plat Process Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Plat Application</td>
<td></td>
<td>3/6/2015</td>
</tr>
<tr>
<td>Application Certification</td>
<td></td>
<td>3/11/2015</td>
</tr>
<tr>
<td>Referral Agency Notification</td>
<td>Referral comments were due by 4/3/2015</td>
<td>3/11/2015</td>
</tr>
<tr>
<td>Comments Issued</td>
<td>Comments submitted to applicant</td>
<td>4/10/2015</td>
</tr>
<tr>
<td>2nd Submittal</td>
<td></td>
<td>5/26/2015</td>
</tr>
<tr>
<td>Notice to Neighboring Property Owners</td>
<td></td>
<td>5/22/2015</td>
</tr>
<tr>
<td>Planning Commission Public Hearing</td>
<td>Approved Unanimously by 5-0 Vote</td>
<td>6/2/2015</td>
</tr>
<tr>
<td>Town Council Public Hearing</td>
<td></td>
<td>6/8/2015</td>
</tr>
<tr>
<td>Final Technical Comments</td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

### Parcel Size (Acres):
42.17 +/- total acres

### Number of Lots:
54 single-family lots

### Existing Zoning:
R-2

### Proposed Zoning:
R-2

### Existing Land Use:
Vacant land

### Proposed Land Use:
Single Family Homes

### SERVICES:
- **Water:** Fort Collins/Loveland Water District
- **Sewer:** South Fort Collins Sanitation District
- **Fire:** Poudre Fire Authority
- **Special Districts:** Timnath Ranch Metropolitan District

### Adjacent Zoning/Land Uses:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>R-4</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>South</td>
<td>R-2</td>
<td>Single Family Residential, Timnath Ranch</td>
</tr>
<tr>
<td>West</td>
<td>MU</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>East</td>
<td>FA-1</td>
<td>Unincorporated Larimer County Farming</td>
</tr>
</tbody>
</table>

This Property will also be subject to the following processes:
- Final Plat – Review

Reference Timnath Land Use Code Section 16.4.6 Preliminary Plat for details on the Preliminary Plat Process
Referral Comments:

Returned with no comments: Safebuilt, Comcast, Colorado Geologic Survey

Returned with comments: Poudre Fire Authority, Timnath Engineering, Colorado Oil and Gas Conservation Commission

**Preliminary Plat Review Criteria.** In addition to all provisions of this Code, the Town shall use the following criteria to evaluate the applicant’s request:

1. The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Comprehensive Plan.  
   Note: The preliminary plat as presented meets this criterion. It is in compliance of the R-2 zoning requirements and dimensional standards and the Low Density Residential designation on the Comprehensive Plan. The preliminary Plat as proposed extends the street network of the previous filing and is compatible with the current densities and lot sizes.

2. The application is consistent with the approved sketch plan and incorporates the Planning Commission’s recommendations and conditions of approval.  
   Note: The previous approved Sketch Plan (dated May 4, 2005, Resolution X-2005) was presented as a bubble diagram with higher density Senior Housing shown in the area being Preliminary Platted with this submittal. This Sketch Plan was then updated in July of 2005 and is depicted as a Master Plan including all of Timnath Ranch and Timnath South. These are attached for reference. The proposed Preliminary Plat conforms to the revised Master Plan. Since the Sketch Plan approval, the Town did approve a Preliminary Plat on January 3, 2007 that is substantially similar to this new proposed Preliminary Plat.

   The proposed Preliminary Plat differs from the previously approved Preliminary Plat by incorporating mid-block pedestrian breaks to provide connectivity to future development areas and to the larger open space on the east side of the filing. The lot count is the same as the previously approved version.

3. The land use mix within the project conforms to Timnath’s Zoning District Map and Land Use Map and furthers the goals and policies of the Comprehensive Plan including:
   a. The proposed development promotes the Town’s small town, rural character;  
      Note: This development is a continuation of the existing neighborhood and has been envisioned as single-family dwellings.
   b. Proposed residential development adds diversity to the Town’s housing supply;  
      Note: This development adds to the housing supply with more similar housing types and lot sizes that already exist. This is a logical location and continuation of the same housing options as this is what has been contemplated and there continues to be demand.
c. Proposed commercial development will benefit the Town’s economic base;
   Note: N/A

d. Parks, open space and trails are incorporated into the site design;
   Note: Heritage Park will be dedicated to the Town as a future community park and will be connected by a community trail.

e. The proposed project protects the Town’s environmental quality; and
   Note: There is a limited impact to the environment by this development. Currently the ground is being farmed and has been planned for development. There is no significant vegetation or natural areas on the site.

f. The development enhances cultural, historical, educational and/or human service opportunities.
   Note: Heritage Park has been identified as the historical location for a stage coach stop. The Town will encourage the enhancement of this feature.

4. The utility and transportation design is adequate, given existing and planned capacities of those systems.
   Note: The preliminary plat as presented meets this criterion. The property has gone through a Transportation Impact Study that has projected the increase in traffic and the road system is designed to hold that new capacity per LCUASS Standards. In addition School House Drive will be constructed prior to the development of the 6th filing and will continue north to Club Drive. The utility infrastructure will be extended and has been designed to accommodate the additional users.

5. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.
   Note: The preliminary plat as presented meets this criterion. The Preliminary Plat negative impacts that have been identified included increased traffic. This will be mitigated by the construction of School House Drive

6. There is a need or desirability within the community for the applicant’s development and the development will help achieve a balance of land use and/or housing types within Timnath.
   Note: The preliminary plat as presented extends the existing housing supply with more similar size lots to the 3rd Filing as originally conceived with the Sketch Plan and previous preliminary plat

Staff Recommendation:
Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, the application conforms with the mission and goals of the Timnath Comprehensive Plan, and all criteria outlined in Section 16.4.6.C. of the Timnath Municipal Code have been met, I move to recommend approval of the Timnath Ranch 6th Filing Preliminary Plat to the Timnath Town Council, with the following conditions:

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

ATTACHMENTS:
1. Resolution 38, Series 2015
2. Preliminary Plat
3. Preliminary Landscape Plan
4. Narrative
5. Referral Comments
6. 2007 Approved Preliminary Plat (for reference)
7. July 17, 2006 Master Plan (for reference)
8. 2005 Approved Sketch Plan (for reference)
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 38, SERIES 2015

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR TIMNATH RANCH 6th FILING SUBDIVISION, GENERALLY LOCATED NORTH OF AND ADJACENT TO WHEATFIELD DR, AND EAST OF SCHOOL HOUSE DR, AND WEST OF LATHAM PARKWAY IN THE TIMNATH RANCH SUBDIVISION

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, Timnath Ranch, LLC (the “Developer”) has submitted a Preliminary Plat for Timnath Ranch 6th Filing Subdivision, more particularly described in Exhibit A (legal description) and Exhibit B (Preliminary Plat) and attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed public hearing with the Planning Commission was held on June 2, 2015, and the above described Preliminary Plat was unanimously recommended to Town Council for approval with the following condition:
   a. Allow staff to continue to work with applicant to address all unresolved technical comments to the satisfaction of Town Staff and Referral Agencies.

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

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

Section 1. Approval
The Preliminary Plat for Timnath Ranch 6th Filing Subdivision is approved with the following condition:
   a. Allow staff to continue to work with applicant to address all unresolved technical comments to the satisfaction of Town Staff and Referral Agencies.
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 8, 2015.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
EXHIBIT A
Legal Description of Property

PARCEL A:

Tract B,
Timnath Ranch Subdivision Second Filing,
County of Larimer, State of Colorado.

Lots 1-40, Block 2, inclusive,
Lots 1-14, Block 3, inclusive,
Lots 1-29, Block 4, inclusive,
Lots 1-14, Block 8, inclusive,
Lots 17-21, Block 8, inclusive,
Lots 20-37, Block 9, inclusive,
Lots 9-46, Block 10, inclusive,
Lots 1-66, Block 11, inclusive,
Tracts A,B,C,D,E,F,G,H,I,J,M,N,O,P,Q,R,
Timnath Ranch Subdivision Third Filing,
County of Larimer, State of Colorado.

Lots 2-10, Block 1, inclusive,
Timnath Ranch Subdivision Fourth Filing,
County of Larimer, State of Colorado.

Parcel B:

Lot 1, 26 and 27, Block, 5,
Timnath Ranch Subdivision Third Filing,
County of Larimer, State of Colorado.
EXHIBIT B
Preliminary Plat

[attached]
PRELIMINARY PLAT OF
TIMNATH RANCH SUBDIVISION
A REPLAT OF TRACT A, TRACT B, AND TRACT C, TIMNATH RANCH SUBDIVISION SECOND FILING, SECTION 1,
TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO.
LEGAL DESCRIPTION:
A tract of land located in Section 1, Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado and being more particularly described as follows:
Tract B, Timnath Ranch Subdivision - Fifth Filing
The above described tract of land contains 1,696,789 square feet or 38.952 acres more or less and is subject to all easements and right-of-ways now on record or existing.

CERTIFICATE OF TITLE
Colorado and being more particularly described as follows:

The Town Planning Commission of Timnath, Colorado, hereby certifies that the above described tract of land located in Section 1, Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado is subject to no liens or encumbrances other than those listed in the certificate of ownership and dedication. The said tract is hereby released and conveyed to the above named Manager.

TOWN COUNCIL CERTIFICATE
I, Eric R. Smith, a duly registered land surveyor in the State of Colorado, do hereby certify that this plat of TIMNATH RANCH SUBDIVISION - SIXTH FILING was prepared for me or under my direct supervision, and that the plat has been prepared in accordance with all applicable laws, rules and regulations. I certify that this plat has been approved and adopted by the Town of Timnath at its of the date of this survey and investigation, in accordance with the best of my knowledge, skill, and belief.

Eric R. Smith
Colorado Registered L.S. No. 37987
For and on behalf of Northern Engineering Services, Inc.

DEVELOPER/APPLICANT
Hillside Commercial Group, Inc.
8020 South County Road 5, Suite 200
Windsor, CO 80528
(970) 204-9393

SITE ENGINEER
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

PLANNING COMMISSION CERTIFICATE
By: ___________________________
By: __________________________
By: __________________________
Notary Public

SITE PLANNER/ARCHITECT
Jim Birdsall
The Birdsall Group, LLC
444 Mountain Avenue
Berthoud, CO 80513
(970) 532-5891

SURVEYOR
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

NOTARIAL CERTIFICATE:
Notary Public

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Eric R. Smith
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For and on behalf of Northern Engineering Services, Inc.

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Notary Public

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Eric R. Smith
Colorado Registered L.S. No. 37987
For and on behalf of Northern Engineering Services, Inc.
PRELIMINARY PLAT OF
TIMNATH RANCH SUBDIVISION - SIXTH FILING
A REPLAT OF TRACT B, TIMNATH RANCH SUBDIVISION - FIFTH FILING, LOCATED IN SECTION 1, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN, TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO

REVIEWED BY:
L. Smith
PHONE: 970.221.4158
www.northernengineering.com

NOTICE
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SCALE:
1"=50'
PRELIMINARY PLAT OF
TIMNATH RANCH SUBDIVISION - SIXTH FILING
A REPLAT OF TRACT B, TIMNATH RANCH SUBDIVISION - FIFTH FILING, LOCATED IN SECTION 1, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN, TOWN OF TIMNATH, COUNTY OF LARIKER, STATE OF COLORADO
May 8, 2015

**Timnath Ranch Sixth Filing Preliminary Plat Narrative**

This request is for subdivision plat for approximately 42.17 acres known as the Timnath Ranch Sixth Filing Subdivision. There will be total of 54 lots averaging from 6,000 sq. ft. to 11,000 sq. ft. The project is consistent with the R-2 Zone District Standards and the Land Use Map of the Comprehensive Plan, which is designated as Low Density Residential.

The Subdivision is consistent with the following sections of Chapter 16.2 of the Land Use Code:

16.2.1 Vision and intent

The Timnath Ranch Subdivision (Sixth Filing) embodies most all of the statements in this section. Notably, the project is walkable and pedestrian oriented. The project provides detached sidewalks throughout the development. Connections are provided to the future neighborhood parks, Bethke Elementary existing development and to future development. The project will also provide an orderly street pattern with tree-lined streets, one and two story buildings, and a safe friendly community. The Timnath Ranch Subdivision (Sixth Filing) provides a neighborhood layout that is intended to be consistent with the surrounding neighborhood development.

16.2.7. Lots and blocks

The lot and block layout of the Timnath Ranch Subdivision is consistent with this section. The streets create a modified grid and the lengths of the blocks are appropriate and meet LCUASS standards. The lot sizes are appropriate for the R-2 zoning district.

16.2.8. Streets

The street pattern in the Timnath Ranch Subdivision consists of local streets in a modified grid pattern, providing connections within the development and to the adjacent existing streets. All of the streets have detached sidewalks, street trees and a greenway, which creates a safe, efficient and attractive experience for both vehicles and pedestrians.

16.2.10 Sidewalks, multi-use pathways and trails

5 foot wide on-street sidewalks are provided throughout the Timnath Ranch Subdivision providing linkages within the subdivision. Connections are provided to future neighborhood park locations, Bethke Elementary and the public sidewalks.

16.2.12 Parks and open space

The Timnath Ranch Subdivision is consistent with the PROST Master Plan. A portion of Tract F is planned as the future Heritage Park. Connections are provided to the future community park located to the west as well. A 10-foot concrete trail is planned along Sugar Creek Drive at the
northeast side of the development. This will provide a connection to the future trail extension through Heritage Park and ultimately to the planned roadside trail along WCR 1.

Trails:
The internal sidewalk and trail network goes above and beyond the minimum standards of connectivity and quality. In addition to connecting to the adjacent neighborhoods, the sidewalk and trail network provide great connectivity to the future community and neighborhood parks.

16.2.15 Landscape design

The landscape design provides tree lawns with irrigated turf and one tree per 40 linear feet along all internal street frontages. Landscape for common open space consists of irrigated fescue and non-irrigated low grow native grass. High visibility areas are to be irrigated and will contain clusters of trees. Entries to the subdivision will be enhanced with shrubs, perennials and ornamental grasses.

16.2.17 Fences and walls

The Timnath Ranch Subdivision will contain a consistent fence design throughout. Fencing which faces Thunderhead Land and Sugar Creek Drive will be a 6' solid privacy fence with 1 x 6 cedar pickets and 4 x 4 cedar posts. All rear and side lots facing open space will have a 4 foot tall three rail fence with optional wire mesh.

16.2.18 Residential architecture

The architecture for Timnath Ranch Subdivision will continue the high-quality architecture consistent with the other residential homes constructed by the homebuilder. The builder will follow the model and block diversity as required by the Code.

16.3.6 Density and dimensional standards

All of the lots in Timnath Ranch Subdivision meet the specifications outlined in the R-2 zone in Table 3-B. The lots are a minimum of 6,000 square feet. All of the lot widths are a minimum of 54 feet. The lots will comply with the 7’ side yard setback regulation.

16.2.22 Sanitary sewer

This property will be served by the South Fort Collins Sanitation District.

16.2.23 Potable water

This property is currently included in the Fort Collins – Loveland Water District and will be served with potable water by said district.

16.2.24 Non-potable water

This property has access to non-potable water for open space areas (via the Timnath Ranch Metropolitan District).

16.2.25 Fire Hydrants

Fire hydrants will be spaced as appropriate per Poudre Fire Authority’s regulations.
MEMORANDUM

TO: Jon Turner, Timnath Ranch LLC (via email)
FROM: Matt Blakely, Town Planner
RE: Timnath Ranch 6th Filing Preliminary Plat (PP-2015-002)
DATE: April 10, 2015

The following represents the 1st review of the above application by Staff and the affected referral agencies. The included comments are from all of the agencies that have provided comments. Please provide a point by point response to each of the following comments along with the original comment in a resubmittal to the Town.

The following items must be addressed by the applicant:

Town Planner, Matt Blakely - (970) 224-3211 x19

General Notes
1. Sugar Creek Drive needs to change to Sugar Creek Road
2. Thunderhead Lane needs to change to Thunderhead Drive
3. Change Wheatfield Lane to Wheatfield Drive
4. All documents should be titled Timnath Ranch 6th Filing

Preliminary Landscape Plans and Preliminary Open Space Plan

General:
1. Label ditch and Greeley water line on all sheets
2. Label all street names
3. At the time of Final Plat there will need to be blow ups of landscaping at intersections

Sheet 2 of 4:
1. Under general notes it says Harmony Ridge-3rd Filing, change to say Timnath Ranch 6th Filing
2. Under landscape schedule Maple Trees are not recommended
3. Under landscape schedule specific street trees will need to be identified to ensure diversity at Final Plat
4. Under landscape schedule notes take out note 3 which states that ROW Landscape/Trees adjacent to community park to be provided and installed by the Town of Timnath

Sheet 4 of 4:
1. At the intersection of Wheatfield Dr. and Long Dr. the there is a tree in conflict with the storm pipe.
Preliminary Plat

General
1. Not a requirement but Planning Commission and Town Council have been giving a lot of push back on having back to back lots with no open space in the R-2 zoning.
2. Per the settlement agreement Tract F will be dedicated to the Town with the development of Tract B in 5th Filing
3. Lots will be required to have 7 foot side yard setbacks
4. Show street lights
5. Show Greeley water line and location of ditch in the easements to the east of Block 22

Sheet 1 of 6
1. Take off the utility companies signature blocks for the preliminary plat
2. Block numbers should restart with 1,2,3 etc.
3. Current Blocks 20&22 should have a break and split into multiple blocks
4. Current Block 20 may need to have a street running through it to provide access to the future development of Tract B

Sheet 5 of 6
1. Lot 3 Block 20 does not meet the required minimum 6,000 square feet in size

Construction Plans

General:
1. Lable 10’ concrete trail on all applicable sheets where it is shown

Sheet 1 of 16
1. In the cross section of Sugar Creek Drive the 10’ walk should say South Side not Park Side

Timnath Engineering, Steve Humann, TST Inc – (970) 226-0557

Title Commitment
1. This is not current (2009) and needs to be updated

Soils Report
1. This is not current (2002). Although soils do not change, ground water levels do. Also, the report is only a “Preliminary” Report. An update preliminary is not required but a current Final Report will be required at Final Plat submittal

Landscape Plan
1. Street trees are not allowed and should not be shown within the 30’ leading up to a stop sign

Preliminary Plat
1. Sheet 3, Intersection of Long Drive and Sugar Creek Drive, LCUASS Table 7-4 requires a 50’ tangent on Long Drive CL from Sugar Creek Drive flowline (74’ from CL). Refer also to LCUASS Section 7.4.1.A.2
2. Please ghost in the access anticipated for Tract B. Is any internal connection from this filing needed in the future?

**Construction Plans**

1. Sheet C000, Sugar Creek Drive cross-section? This does not meet LCUASS Minor Collector typical section. Where did this come from? Why are you suggesting this section?

---

**Poudre Fire Authority, Jim Lynxwiler – (970) 416-2869**

See attached

**Comcast, Dennis Greenwalt – (970) 567-4807; (970) 484-7166**

See attached

**Safebuilt, Russ Weber – (970) 686-7511**

No comments

**History Colorado, Edward Nichols, State Historic Preservation Officer – (303) 866-3392**

Please see attached

**Documents Required for Resubmittal:**

- Three (3) copies Preliminary Landscape Plans
- Three (3) copies Preliminary Plat and Construction Plans
- Two (2) True half sized of Preliminary, Construction and Landscape
- Preliminary Plat Narrative
- Response to comments
- Digital copies of all revised documents uploaded to 2nd Submittal Folder on the Box site

**Cc:** Brian Williamson, Planner (email)
Kevin Koelbel, Planner (email)
April Getchius, Town of Timnath, Town Manager (email)
Steve Humann, TST Inc. (email)
Don Taranto, TST Inc. (email)
Jim Lynxwiler, Poudre Fire Authority (email)
Town File (TLS)
TO: Matt Blakley, Town Planner
FROM: Jim Lynxwiler, Fire Protection Technician, Poudre Fire Authority, 970-416-2869
PROJECT: TIMNATH RANCH SUBDIVISION
Timnath Case Number: PP-2015-002
DESCRIPTION: Preliminary Plat of approximately 42.17 acres in Timnath Ranch for 54 single family dwelling unit lots ranging from 6,000 S.F. to 11,000 S.F.
DATE: April 3, 2015

Poudre Fire Authority will enforce the 2012 International Fire Code and its accompanying local ordinances, as follows:

FIRE ACCESS ROADS
• FCLUC 3.6.2(B)2006; IFC 503.2.5 and Appendix D: Dead-end fire access roads shall not exceed 660’ in length.

I don’t recall from previous discussions, whether Schoolhouse Drive will be completed, or at least expanded to the north, where it intersects with Sugar Creek Dr. If that connection is being made prior to or in conjunction with the development of Phase 15, there is no problem. However, if that connection isn’t being made at this time, Phase 15 will create a dead-end access condition in excess of 660’ in length and a second point of access will be required.

WATER SUPPLY
• IFC 508.1 and Appendix B: RESIDENTIAL REQUIREMENTS: Within the Urban Growth Area, hydrants to provide 1,000 gpm at 20 psi residual pressure, spaced not further than 400 feet to the building, on 800-foot centers thereafter.

Fire hydrants must be the type approved by the water district having jurisdiction and the Fire Department. The hydrant spacing currently shown for Phase 15 meets minimum coverage with the inclusion of the temporary hydrants at the termini of Thunderhead Lane and Long Drive.

Please note: Final Plan requires PFA Fire Marshal signature. Contact Fire Marshal, Bob Poncelow at 970-416-2891 to schedule.
April 6, 2015

Kevin Koelbel, BSP, APA
Town Planner, Town of Timnath
4800 Goodman St.
Timnath, CO 80547

Location: NE¼ Section 1, T6N, R68W of the 6th P.M.
40.5163, -104.947

Subject: Timnath Ranch Phase 15 – Preliminary Plat
Case # PP 2015-002; Town of Timnath, Larimer County, CO; CGS Unique No. LM-15-0019

Dear Mr. Koelbel:

Colorado Geological Survey has reviewed the above-referenced preliminary plat referral. I understand the applicant proposes 54 single family lots on 42.17 acres located northeast of Bethke Elementary School and northwest of Colorado Blvd. (aka Weld County Road 13, aka County Line Road) and Wheatfield Lane. With this referral, I received a referral notice (March 11, 2015) and a set of six preliminary plat drawings (Northern Engineering, March 6, 2015). No geologic or geotechnical information was included with the referral.

The property is located outside of any mapped FEMA flood hazard zones, is not undermined, and does not appear to be exposed to or located within any identified geologic hazard areas that would preclude the proposed residential use and density. CGS therefore has no objection to approval of the preliminary plat application as submitted.

Engineering geology. Geologic mapping for this area (Colton, R.B., 1978, Geologic map of the Boulder-Fort Collins-Greeley area, Front Range Urban Corridor, Colorado: U.S. Geological Survey, Miscellaneous Investigations Series Map I-855-G, scale 1:100,000) indicates that the site is underlain by Broadway and Post-Piney Creek Alluvium consisting of river-deposited gravel, sand and silt. Sheet 6-B, Shallow Surficial Materials, in “Environmental and Engineering Geology of the Windsor Study Area,” (Shelton, D.C. and Rogers, W.P., 1975, Colorado Geological Survey, Environmental Geology EG-6) describes the site soils as older terrace deposits having generally “high bearing strength (except areas of high silt or silty sand content).”

Potential concerns that will need to be addressed through a site-specific geotechnical investigation consisting of drilling, sampling, lab testing and analysis include, but are not necessarily limited to: 1) swelling soils and expansive claystone bedrock, 2) hydrocompaction, or collapse under loading and wetting, and 3) shallow groundwater.

Shallow groundwater. Sheet 6-A of “Environmental and Engineering Geology of the Windsor Study Area” describes the site’s valley-fill deposits as having a “significant shallow aquifer throughout much of the area.” Because of the potential for seasonally shallow groundwater and perched water, full-depth basements may not be feasible in all areas of the site, and should not be considered unless site-specific water level observations indicate that the minimum required separation distance of three
feet (preferably five feet) between lowermost floor levels and shallowest anticipated groundwater levels can be maintained year round. This will help reduce the risk of water infiltration into below-grade spaces, damp conditions, and excessive wetting and softening of soils beneath foundation elements.

Perched water conditions are likely to form above less permeable soil layers, on top of the bedrock surface, and within foundation excavations (which tend to be more loosely backfilled), as a result of landscape irrigation and runoff from roofs and paved areas, causing wet or moist conditions in the soils immediately surrounding basement/crawl space walls and foundations. Regardless of whether basements are determined to be feasible, individual foundation perimeter drains will be necessary to control perched water. This will help prevent infiltration, and help control wetting of potentially collapsible or expansive soils in the immediate vicinity of foundation elements and floor slabs. The perimeter drains must be sloped to discharge to an interior pumped sump or a gravity outlet that discharges water as far as possible away from all structures, or they may discharge to an area underdrain system, if one is constructed.

Thank you for the opportunity to review and comment on this project. If you have questions or require further review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,

Jill Carlson, C.E.G.
Engineering Geologist
TOWN OF TIMNATH

RESOLUTION NO. X-2005

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TOWN OF TIMNATH APPROVING THE SKETCH PLAN
FOR TIMNATH RANCH FILING #3

WHEREAS, Timnath Ranch LLC, a Colorado Limited Liability
Company (the "Developer") has submitted a Sketch Plan for
Timnath Ranch Filing #3, a development of approximately 429
acres to be used for Light Industrial uses, located at the
northwest corner of the Timnath Ranch property; and

WHEREAS, the Planning Commission recommended approval of
the Sketch Plan with conditions after a public meeting on April
27, 2005; and

WHEREAS, the Board of Trustees, has reviewed the Sketch
Plan and hearing the statements of staff, the applicant, and
giving consideration to the recommendations of staff and
Planning Commission.

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

Section 1. The Sketch Plan for Timnath Ranch Filing #3 is
approved with the following recommendations for inclusion in the
Preliminary Plat for this Filing #3:

A. The main entrance road shall be aligned to create a 4-way
right angle intersection with the Harmony
Subdivision on the north.

B. During construction of public and private
improvements, the developer shall prohibit parking of
construction equipment within the right-of-way of
abutting streets, and mitigate dust generated on or
off the property by construction.
ADOPTED this 4th day of May, 2005.

ATTEST:

[Signature]
Donna Benson, Mayor

[Signature]
Linda Thompson, Town Clerk/Treasurer
Timnath Ranch Filing II
Narrative Description
Land Use – Industrial

Timnath Ranch first filing consists of a 26.4 acre site located on the east side of County Rd 3 immediately south of Harmony Road. Walker Manufacturing is located immediately west of the site and the east the site is buffered from the main portion of Timnath Ranch by the Timnath Outlet Ditch. The south side of the first filing is bounded by the Ashcroft Kennels and railroad tracks.

The existing land use consists of Mills Brothers Nursery which occupies the northern portion of the site; this use is intended to remain. The balance of the site is proposed to be platted into lot sizes ranging from ½ acre to 4 acres. The site is proposed to be a covenant controlled industrial park which will have restrictions on noise, chemicals, traffic and hours of operation. It is intended to have light industrial uses and be targeted as a contractor’s park for users such as plumbers, electricians, landscapers and home builders. It is proposed to be built in one phase and we expect to be sold out in 2-3 years.

Timnath Ranch Filing III
Narrative Description
Introduction

Filing III of the Timnath Ranch Master Plan is the primary component of the development as it contains all of the commercial lands, most of the residential units, recreational lands and features. Filing III contains just over 400 acres and is bounded by Harmony Road on the north, Timnath Outlet Ditch and the railroad tracks to the west, County Rd 36 to the south and County Line Road to the east. Existing land uses consist primarily of some old farm buildings in the eastern portion of the site. The Timnath Outlet Ditch currently bisects the site in a northwest/southeast alignment and we are in the process of realigning the ditch to be adjacent to the railroad tracks. The realignment and expansion of the ditch will also take into account the Box Elder Storm Flows. The site slopes gently down from north to south and appears to be fully useable and functional efficient for development.
Timnath Ranch Filing III
Proposed Land Uses

The Timnath Ranch Master Plan is proposed to provide a complete combination of land uses and is considered a true mixed use master plan. Abutting the primary entrance to the development on Harmony Road is 48 acres on commercial land that will be anchored by a neighborhood shopping center but will be large enough to accommodate a regional center. We expect that a grocery store, strip retail space, bank, service station and several restaurants will be developed in this area.

Adjacent to the commercial land is 5.7 acres of mixed use recreational space which is intended for a gym/spa, town home units and ancillary retail space such as a bakery/sandwhich shop, etc.

Shortly after you enter the master plan off Harmony Road you come upon our signature Community Park of 48 acres. A loop street circles the park for access and viewing possibilities. Jogging and bike trails will meander through the park and a number of patio homes will be located on the perimeter of the park which is anchored by two separate lakes. Numerous recreational possibilities will be available to the Town and the Timnath Ranch residents in this area.

On the western portion on Filing III the residential components of single family homes and town homes come into play that are anchored by a clubhouse and pool. Easy access to the Community Park and commercial center affords this plan a great deal of functionality. Towards the southern end of the Community Park is a 10 acre school site proposed to be the new elementary school for Timnath in the Poudre School District. Town homes and single family homes along with some patio homes abut or surround the elementary school site.

A primary feature of this master plan is making it easy and safe for the children to get from their homes to schools without crossing any major roads. We want to have trails connect the neighborhoods so children can ride a bike safely to school or clubhouse/pool. The streets are designed in a closed loop system which affords streets that are quieter and safer for families to live on. Most of the streets allow almost no through traffic as cars are funneled back to the loop road which is the developments collector arterial. We believe this street layout in combination with our lotting concept and school location will make Timnath Ranch very attractive to the new home buyer.
By doing a good job on our residential absorption we are of the belief we can be competitive with our commercial ground. By making our residential component so family friendly we feel our residents will stay in Timnath to shop, eat and play. Our goal is to not have the sales tax leakage that occurs in most small communities when they are growing.

The eastern portion of the site is anchored by a large senior oriented complex. This portion of the development is proposed to be developed with smaller patio home and town home inventory with limited capacity and room for garages. This development is targeted for the 55-75 year old resident that wants little to no yard maintenance, accessibility for recreational and social activities for residents still in good health. This complex is ideal for singles and elderly couples wanting to simplify their lives. Recreational programs would be available within this area as with the other amenities proposed throughout the master plan. The development would have its own transportation shuttle available for medical visits along with recreational outings such as day trips to the Highland Meadows Golf Course. Again, having easy access to our shopping center both makes this attractive to the senior oriented development and the commercial user. One of our first goals for the shopping center is to land a pharmacy so there is easy access for all our residents.

We feel this development has many possibilities and opportunities to work with Timnath, the Urban Renewal Authority and neighboring developments to make it the premier mix use master plan in Northern Colorado.
# TOWN COUNCIL COMMUNICATION

**Meeting Date:**
06/08/15

**Item:**
RESOLUTION 39, SERIES 2015 THE SERRATOGA FALLS PRELIMINARY PLAT – PUBLIC HEARING

**Presented by:**
Brian Williamson
Town Planner

## EXECUTIVE SUMMARY:
- Preliminary Plat is consistent with the approved Sketch Plan.
  - Same number of units as approved sketch plan in the area being platted
  - Minor changes to the street layout to preserve the existing southern lake.
- Lot sizes, buffering and transition areas are consistent with the Sketch Plan.
- Preliminary Plat is consistent with the Town Land Use Code, PROST Plan, and furthers the goals of the Comprehensive Plan.

Subdivision of +/-321.4 acres into 250 single family lots and 2 future development tracts. Proposed uses consist of single-family dwelling units that will range from 6,598 square feet to 21,000 square feet. The overall density for this phase will be 1.72 dwelling units per acre which conforms with the R-2 zoning. On-street detached sidewalks are provided throughout the subdivision providing linkages within the subdivision that will tie into the required community trail per the PROST plan. The open space requirement has been met by the two neighborhood parks and 5 pocket parks and open greenbelt areas. The neighborhood parks will both have ponds, trail access with shelters and benches. One of the neighborhood parks will contain an active play area along with a plaza and amphitheater.

Intersections to Main Street and Prospect Road are shown to conform to LCUASS standards as well as the approved Town of Timnath Transportation Master Plan. A determination of a 2-lane arterial street classification for Prospect Road will also allow for additional full movement intersections at ¼ mile spacing. Additional right in/right-outs will be allowed at 660 feet intervals. Future improvements to Prospect Road with a future filing will include adjustments to the alignment around Deadman Lake, bringing it up to the current design standards. Pedestrian movements through the development will be provided by the trail and sidewalk amenities mentioned above. The existing infrastructure for Serratoga Falls Filing 1 will allow for access to both the new and existing development as it was initially designed for that capacity.

## PLANNING COMMISSION ACTION ON 6/2/2015:
Planning Commission made a motion to recommend approval of the Preliminary Plat with conditions to the Timnath Town Council on 6/2/2015. That motion passed by a vote of 5 in favor and 0 opposed.

## KEY POINTS/SUPPORTING INFORMATION:
**Owner:** Serratoga Falls LLC
**Applicant:** Mark Goldstein, Serratoga Falls LLC

**Application Type:** Preliminary Plat
**Case Number:** PP 2014-002

**Legal Description/Address:**
Parcel(s) of land located at the northeast corner of Prospect Road and County Road 5
## Preliminary Plat Process Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Preliminary Plat Application</strong></td>
<td></td>
<td>7/28/14</td>
</tr>
<tr>
<td><strong>Application Certification</strong></td>
<td></td>
<td>7/31/2014</td>
</tr>
<tr>
<td><strong>Referral Agency Notification</strong></td>
<td>Referral comments were due by 8/29/2014</td>
<td>8/07/2014</td>
</tr>
<tr>
<td><strong>Comments Issued</strong></td>
<td>Comments submitted to applicant</td>
<td>9/5/2014</td>
</tr>
<tr>
<td><strong>2nd Submittal</strong></td>
<td>Note: 2nd submittal was delayed by Sketch Plan Approval</td>
<td>2/2/2015</td>
</tr>
<tr>
<td><strong>2nd Submittal Comments Issued</strong></td>
<td></td>
<td>2/27/2015</td>
</tr>
<tr>
<td><strong>3rd Submittal</strong></td>
<td></td>
<td>3/23/2015</td>
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<tr>
<td><strong>3rd Submittal Comments Issued</strong></td>
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<td>4/17/2015</td>
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<tr>
<td><strong>4th Submittal</strong></td>
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<td>4/29/2015</td>
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<tr>
<td><strong>4th Submittal Comments Issued</strong></td>
<td></td>
<td>5/29/2015</td>
</tr>
<tr>
<td><strong>Notice to Neighboring Property Owners</strong></td>
<td></td>
<td>5/22/2015</td>
</tr>
<tr>
<td><strong>Planning Commission Public Hearing</strong></td>
<td>Approved Unanimously by 5-0 Vote</td>
<td>6/2/2015</td>
</tr>
<tr>
<td><strong>Town Council Public Hearing</strong></td>
<td></td>
<td>6/8/2015</td>
</tr>
</tbody>
</table>

**Parcel Size (Acres):** 321.4 +/- total acres

**Number of Lots:** 250 single-family lots, 2 future development tracts

**Existing Zoning:** C-2 & R-2  
**Proposed Zoning:** C-2 & R-2  
**Existing Land Use:** Single-Family Dwellings & Vacant land  
**Proposed Land Use:** Single Family Homes & Commercial

**SERVICES:**  
- **Water:** ELCO Water District  
- **Sewer:** Boxelder Sanitation District  
- **Fire:** Poudre Fire Authority  
- **Special Districts:** Serratoga Falls Metropolitan Districts 1-3
Adjacent Zoning/Land Uses:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>FA-1 Unincorporated Larimer County</td>
<td>County Residential</td>
</tr>
<tr>
<td>South</td>
<td>FA-1, E-1 Unincorporated Larimer County</td>
<td>Farming; Estate Residential</td>
</tr>
<tr>
<td>West</td>
<td>FA-1 Unincorporated Larimer County; UE City of Fort Collins</td>
<td>Farming</td>
</tr>
<tr>
<td>East</td>
<td>FA-1 Unincorporated Larimer County</td>
<td>Farming</td>
</tr>
</tbody>
</table>

This Property will also be subject to the following processes:

- Final Plat – Currently Under Review by Town Staff

Reference Timnath Land Use Code Section 16.4.6 Preliminary Plat for details on the Preliminary Plat Process

Referral Comments:


- Returned with no comments: Timnath Police Department, Safebuilt, Comcast, Greeley Water, Magellan Pipeline

- Returned with comments: Poudre Fire Authority, Timnath Engineering, Cache La Poudre Reservoir Company, Boxelder Sanitation, Colorado Historical Society

Preliminary Plat Review Criteria. In addition to all provisions of this Code, the Town shall use the following criteria to evaluate the applicant’s request:

1. The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Comprehensive Plan.
   
   Note: The preliminary plat as presented meets this criterion. It is in compliance of the R-2 zoning and the Low Density Residential designation on the Comprehensive Plan. This plan is based around existing topography and features and integrates open space behind every lot.

2. The application is consistent with the approved sketch plan and incorporates the Planning Commission’s recommendations and conditions of approval.
   
   Note: The preliminary plat is in conformance with the sketch plan that was approved by Council on 12/9/2014 with the conditions that allow staff to continue to work with applicant to address all unresolved non-substantive technical comments to the satisfaction of Town Staff and Referral Agencies. The approved Sketch Plan has been attached to this Staff Report for reference.

3. The land use mix within the project conforms to Timnath’s Zoning District Map and Land Use Map and furthers the goals and policies of the Comprehensive Plan including:

   a. The proposed development promotes the Town’s small town, rural character;
      
      Note: With the reduction in density and the aggregate 54% open space across the development, this project will promote the Town’s rural Character.
b. Proposed residential development adds diversity to the Town’s housing supply;
   Note: This development has a wide range of lot sizes from 21,501sf to 6,596 sf and will have a variety of housing types associated with the different sizes of lots.

c. Proposed commercial development will benefit the Town’s economic base;
   Note: This development plats a 9.1 Acre Commercial Parcel, this will be subject to either a site plan review if it is developed by a single user, or if it is to be subdivided it will be subject to an updated Preliminary Plat, as well as a Final Plat.

d. Parks, open space and trails are incorporated into the site design;
   Note: This project incorporates all of the improvements shown on the PROST Plan, including 2 neighborhood parks, five pocket parks and shows the future location of a regional trail along the east side of the ditch at the edge of this filing. The project also has a network of trails that link the development’s internal open space together. This plan also has every lot backing to open space.

e. The proposed project protects the Town’s environmental quality; and
   Note: This development is responsive to the existing topography of the site and will enhance the existing ponds to incorporate them into the neighborhood parks. Areas that are not being developed with this Preliminary Plat will be reviewed at the time of development and Preliminary Plat revisions to each specific area.

f. The development enhances cultural, historical, educational and/or human service opportunities.
   Note: This does not apply to this filing of the development.

4. The utility and transportation design is adequate, given existing and planned capacities of those systems.
   Note: The preliminary plat as presented meets this criterion. The property has gone through a Transportation Impact Study that has projected the increase in traffic and the road system is designed to hold that new capacity per LCUASS Standards. Existing infrastructure from the First Filing is adequately sized to handle the additional demand of the proposed density.

5. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.
   Note: The preliminary plat as presented meets this criterion. Lots that are adjacent to the first filing have been sized to compliment the adjacent lots, and the buffer area between these filings have been heavily landscaped and bermed.

6. There is a need or desirability within the community for the applicant’s development and the development will help achieve a balance of land use and/or housing types within Timnath.
   Note: The preliminary plat as presented meets this criterion. With the new proposal there will be a diverse set of housing types that will balance out the existing housing in the 1st filing. The proposed plat will add a more diverse housing types and lot sizes to Timnath for future resident.
Staff Recommendation:
Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, the application conforms with the mission and goals of the Timnath Comprehensive Plan, and all criteria outlined in Section 16.4.6.C. of the Timnath Municipal Code have been met, I move to recommend approval of the Serratoga Falls Preliminary Plat to the Timnath Town Council, with the following conditions:

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

ATTACHMENTS:
1. Resolution 39, Series 2015
2. Preliminary Plat
3. Preliminary Landscape Plan
4. Preliminary Plat Narrative
5. 3rd Round Comment Review Letter – Note Staff is currently reviewing a resubmittal and will have an update on the outstanding comments at the meeting.
6. Approved Sketch Plan
WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

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

WHEREAS, a properly noticed public hearing with the Planning Commission was held on June 2, 2015, and the above described Preliminary Plat was unanimously recommended to Town Council for approval with the following condition:
   a. Allow staff to continue to work with applicant to address all unresolved technical comments to the satisfaction of Town Staff and Referral Agencies.

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

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

Section 1. Approval
The Preliminary Plat for Serratoga Falls Subdivision is approved with the following condition:
   a. Allow staff to continue to work with applicant to address all unresolved technical comments to the satisfaction of Town Staff and Referral Agencies.
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 8, 2015.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A
Legal Description of Property

PARCEL 1:
A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., WHICH CONSIDERING THE NORTH LINE OF SAID NORTHWEST QUARTER AS BEARING EAST AND WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, IS CONTAINED WITHIN THE BOUNDARY LINES WHICH BEGIN AT A POINT WHICH BEARS EAST 424.04 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 2, AND RUNS THENCE EAST 1410.70 FEET; THENCE SOUTH 09°58' EAST 1340.56 FEET; THENCE SOUTH 88°18' WEST 29.39 FEET; THENCE NORTH 39°11' 30" WEST 31.31 FEET; THENCE NORTH 33°25' WEST 296.22 FEET; THENCE NORTH 09°58' EAST 1070.74 FEET; THENCE EAST 465.73 FEET; THENCE NORTH 13°11' WEST 250.22 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED BY DEED RECORDED MARCH 5, 2009 AT RECEPTION NO. 20090013519, AND EXCEPT THAT PORTION CONVEYED BY DEED RECORDED MAY 23, 2012 AT RECEPTION NO. 20120033802, COUNTY OF LARIMER, STATE OF COLORADO

PARCEL 2:
A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., WHICH CONSIDERING THE NORTH LINE OF SAID NORTHWEST QUARTER AS BEARING EAST AND WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, IS CONTAINED WITHIN BOUNDARY LINES WHICH BEGIN AT POINT WHICH BEARS EAST 424.04 FEET AND AGAIN SOUTH 13°11' EAST 550.22 FEET; AND AGAIN SOUTH 15°53' EAST 220.00 FEET; AND AGAIN SOUTH 18°33' EAST 465.00 FEET; AND AGAIN SOUTH 33°25' EAST 171.75 FEET, AND AGAIN SOUTH 39°11'30" EAST 31.31 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 2, AND RUN THENCE NORTH 88°18' EAST 1195.25 FEET; THENCE SOUTH 10°13' EAST 1258.41 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 2; THENCE ALONG SAID CENTERLINE SOUTH 89°02'54" WEST 445.04 FEET; THENCE NORTH 34°23'30" WEST 128.95 FEET; THENCE NORTH 39°11'30" WEST 1424.43 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO

PARCEL 3:
PARCEL 4:
LOT 1, THE RAE M.R.D. NO. 97-EX1013, COUNTY OF LARIMER, STATE OF COLORADO

PARCEL 5:
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
CONSIDERING THE NORTH LINE OF SAID NORTHWEST QUARTER AS BEARING SOUTH 89°39'06" EAST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE ALONG THE NORTH LINE OF SAID SECTION 2, SOUTH 89°39'06" EAST, 108.78 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°20'54" WEST, 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST COUNTY ROAD 38; THENCE ALONG SAID SOUTH LINE, SOUTH 89°39'06" EAST, 1378.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°39'06" EAST, 353.08 FEET; THENCE SOUTH 09°37'06" WEST, 339.30 FEET; THENCE SOUTH 80°39'07" WEST, 392.36 FEET; THENCE NORTH 06°18'50" WEST, 172.52 FEET; THENCE ALONG A CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 6°18'50", A RADIUS OF 600.00 FEET, AND ARC LENGTH OF 66.12 FEET AND THE CHORD OF WHICH BEARS NORTH 03°09'25" WEST, 66.09 FEET; THENCE NORTH 00°00'00" EAST, 162.95 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED BY DEED RECORDED MAY 23, 2012 AT RECEPTION NO. 20120033802,
EXHIBIT B
Preliminary Plat

[attached]
LEGAL DESCRIPTION:
A tract of land located in Section 14, Township 7 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado and being more particularly described as follows:

Tracts B, D, E and F, Serratoga Falls - First Filing and that tract of land recorded at Book 82, Page 504 upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

TOWN COUNCIL CERTIFICATE
Approved this _______________ day of ________________, 2015, by the Town Council, Town of Timnath, Colorado. This approval may be conditioned upon all requirements of any necessary permits for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs, and sidewalks shall be financed by others and not the Town.

Timnath Mayor
Timnath Town Clerk

OWNERSHIP AND DEDICATION OF PUBLIC PROPERTY

The owner shall be responsible for construction and maintenance of all improvements including streets, alleys, easements, public ways and places until acceptance of maintenance therefor by the Town as provided in the Timnath Municipal Code.

OWNER:  Serratoga Falls, LLC, a Colorado limited liability company

By: _______________________

Manager

NOTARIAL CERTIFICATE:

The foregoing instrument was acknowledged before me this __________ day of __________________, 2015, by _____________________ as Manager of Serratoga Falls, LLC, a limited liability company.

My commission expires: _______________________________________

Notary Public

NOTIFICATIONS:

The South line of the Southeast Quarter of Section 14, T7N, R68W, as bearing South 89°31'17" East as monumented on drawing (assumed bearings).

BASE OF BEARINGS:

FLOODPLAIN STATEMENT:

Property does not lie in floodplain per Flood Insurance Rate Maps for Larimer County Map Number 08069C1003G, revised May 5, 2012 and Panel No. 08069C1025F.

NOTES:
1. The lineal unit of measurement for this plat is U.S. Survey Feet.

SURVEYOR’S CERTIFICATE:

Eric R. Smith, Colorado Registered L.S. No. 37987

For and on behalf of Northern Engineering Services, Inc.

SHEET INDEX
PRELIMINARY PLAT OF
SERRATOGA FALLS - SECOND FILING
A REPLAT OF TRACTS B, D, E AND F, SERRATOGA FALLS - FIRST FILING, LOCATED IN SECTION 14, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN, TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO
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PRELIMINARY PLAT OF
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NOTICE:
upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey

WELL
LOT 2
S50°01'03"W
126.73' 
120.83'
56.61'
214.67'
57.00'
214.67'
9780 sq.ft.
59.30'
70.00'
S76°12'16"W
120.06'
7794 sq.ft.
S89°08'36"W
120.70'
7824 sq.ft.
S50°10'03"W
120.44'
72.24'
S36°40'07"E
120.74'
7102 sq.ft.
S09°17'21"E
120.00'
7155 sq.ft.
S42°59'48"E
120.00'
8397 sq.ft.
S03°09'48"E
120.00'
6600 sq.ft.
S03°09'48"W
120.00'
6600 sq.ft.
S40°29'37"E
120.00'
6703 sq.ft.
S02°57'40"E
120.00'
7103 sq.ft.
S89°50'57"W
188.39'
55.00'
N42°59'48"E
120.00'
7794 sq.ft.
S09°17'21"E
120.00'
55.48'
C220
S73°31'47"W
54.69'
52.70'
66.12'
S15°39'48"E
120.34'
29.0'
C219
N70°38'21"E
12.00'
53.19'
122.13'
N82°06'39"E
120.00'
52.91'
120.00'
N83°52'30"E
53.98'
66.61'
120.00'
S54°50'46"E
170.67'
10' UE
LOT 3
120.00'
S35°09'14"W
10' UE
LOT 3
56.61'
N03°09'48"W
120.70'
120.00'
N81°42'18"W
120.00'
120.00'
S54°50'46"W
120.00'
8400 sq.ft.
C262
N36°16'18"E
29.0'
70.00'
WELL
LOT 10
120.00'
S54°50'46"E
29.0'
70.00'
WELL
LOT 9
120.83'
121.34'
66.66'
C256
S62°19'16"W
121.01'
29.0'
C254
N36°16'18"E
120.00'
120.00'
S54°50'46"W
120.00'
8400 sq.ft.
C262
N35°09'14"E
10' UE
LOT 3
56.61'
N03°09'48"W
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N81°42'18"W
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S54°50'46"W
120.00'
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N81°42'18"W
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S54°50'46"W
120.00'
8400 sq.ft.
C262
N35°09'14"E
10' UE
LOT 3
56.61'
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According to Colorado law you must commence any legal action based hereon.

SEE SHEET 8

2.48'

C59

48.88'

N89°47'24"W     193.42'

C152

N44°11'01"E

C21

C20

W HOMEWARD DR.

S89°47'24"E     193.42'

C150

36.35'

C148

Lot 7

7779 sq.ft.

N43°32'05"W

T

120.00'

S

120.00'

W

120.00'

7626 sq.ft.

7976 sq.ft.

6596 sq.ft.

6600 sq.ft.

S04°04'57"E

S00°12'36"W

S00°12'36"W

S00°12'36"W

S00°12'36"W

S89°18'44"W

S65°14'26"E

10' UE

10' UE

10' UE

10' UE

30'

50' EASEMENT TO ROCKY MOUNTAIN PIPELINE

REC. NO. 20060031332

Fort Collins, Colorado  80521

S00°09'55"W  639.50'

T

SS

120.00'

120.00'

120.00'

120.00'

20' EASEMENT TO EAST LARIMER COUNTY WATER DISTRICT

FUTURE COMMERCIAL ELITE

329.01'

N04°25'36"E

N00°09'55"W

661.68'

WELL

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WELL

WELL

WELL

WELL

102.12'

N00°10'34"E

N00°28'43"E

0.21'

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PRELIMINARY PLAT OF
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SEE SHEET 10
LOT 3
58.59'
6766 sq.ft.
N03°35'08"E
120.00'
S03°51'12"W
N88°11'24"W
E HTRONR N
120.00'
S09°53'32"E
347.77'
48.87'
LOT 3
71.08'
7361 sq.ft.
S06°32'17"E
8431 sq.ft.
LOT 1
127.11'
4
70.72'

26.72'
LOT 17
S19°49'19"E
7521 sq.ft.
LOT 18
S19°25'36"E
8966 sq.ft.

S00°10'41"W
29.0'
C44
S89°49'19"E
52.96'
C43
S70°10'41"E
29.0'
C45
S82°44'34"W
121.14'
C42
S00°10'41"W
60.00'
PRELIMINARY PLAT OF
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NOTE: THE SCALE FOR SHEETS 14 & 15 HAS BEEN
CHANGED TO 1="=100' FOR CLARITY PURPOSES.

LEGEND

NORTH

SEE SHEET 7

SEE SHEET 10

SEE SHEET 13

SEE SHEET 14

SEE SHEET 15

PRELIMINARY PLAT OF
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LEGEND

NORTH
Landscape Schedule:

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<th>DESCRIPTION</th>
<th>STEM NET SQ FT</th>
<th>COMMON NAME</th>
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</table>

Landscape Legend:

- [ ] Scale 1" = 50'
Landscape Schedule:

<table>
<thead>
<tr>
<th>Lot</th>
<th>Description</th>
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<tbody>
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<td>45</td>
<td>ARKANSAS VALLEY SEED MIX (OR APPROVED EQUAL) NON-IRRIGATED NATIVE FOOTHILLS GRASS MIX</td>
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<td>46</td>
<td>EXISTING TREES</td>
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<td>47</td>
<td>MONUMENT SIGN</td>
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<td>48</td>
<td>TREE TO BE REMOVED</td>
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<td>49</td>
<td>SHRUB BED AREAS TO RECEIVE MINIMUM 4&quot;- 6&quot; COBBLE OVER WEED BARRIER FABRIC</td>
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<tr>
<td>50</td>
<td>SMOOTH RIVER COBBLE</td>
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<tr>
<td>51</td>
<td>BENCH</td>
</tr>
<tr>
<td>52</td>
<td>STREET LIGHT</td>
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</tbody>
</table>

Serratoga Falls, LLC
PO BOX 273180
FORT COLLINS, CO 80527

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Landscape Legend:
NATIVE SEEDING TO BE PROVIDED IN ALL DISTURBED AREAS UNLESS OTHERWISE NOTED

8' CONCRETE FUTURE TRAIL EXACT ALIGNMENT TO BE DETERMINED WITH FUTURE SUBDIVISION SUBMITTAL

DURA TURF SOD
IRRIGATED TURF
1,054,809 S.F.

54,956 S.F.

ARKANSAS VALLEY SEED MIX (OR APPROVED EQUAL)

NON-IRRIGATED NATIVE FOOTHILLS GRASS MIX

1,940,893 S.F.

EXISTING TREES
MONUMENT SIGN

SHRUB BED AREAS TO RECEIVE MINIMUM 4"-6" COBBLE OVER WEED BARRIER FABRIC

SMOOTH RIVER COBBLE

BENCH

STREET LIGHT
MEMORANDUM

TO:  Mark Goldstein
Serratoga Falls, LLC

FROM:  Kevin Koelbel, Town Planner

RE:  Serratoga Falls Preliminary Plat (PP-2014-002)

DATE:  April 17, 2015

The following represents the 3rd review of the above application by Staff and the affected referral agencies. The included comments are from all of the agencies that have provided comments. Please provide a point by point response to each of the following comments along with the original comment in a resubmittal to the Town. Town's responses to comments and new comments are in GREEN.

These items must be resolved to the satisfaction of Town staff and referral agencies prior to the Planning Commission Public Hearing.

The following items must be addressed by the applicant:

**General Comments:**

1. The offsite comments have been removed from this list. The offsite comments will need to be addressed with the revised resubmittal of the offsite plans.

**Narrative Comments:**

Opening paragraph

1. 2nd Review - The first paragraph states it is 155.76 acres, but that does not match the Plat which calls for 331.349 acres.

RESPONSE:  Revised

NEW COMMENT:  The first paragraph now states that it is 330.478 acres, but that does not match the Plat.

Section 16.2.21

1. 2nd Review - Please note that the Timnath Reservoir Inlet Canal is owned by the Cache La Poudre Water District, not the Town. Please add the acreage of tract D in the total acreage of the project.

RESPONSE:  Acknowledged

NEW COMMENT:  Still not correct and is confusing.

Preliminary Plat Comments:

Sheet 2 of 15

1. NEW COMMENT: Please update all the street names to reflect the new names that are shown on the Plat.

Sheet 8 of 15

1. NEW COMMENT: The Plat calls for 331.349 acres, but that does not match the Plat.

RESPONSE:  Revised

NEW COMMENT:  The Plat calls for 330.478 acres, but that does not match the Plat.

Opening paragraph

The following items must be addressed by the applicant:

These items must be resolved to the satisfaction of Town staff and referral agencies prior to the Planning Commission Public Hearing.

The following represents the 3rd Review of the above application by Staff and the affected agencies.

DATE:  April 17, 2015

RE:  Serratoga Falls Preliminary Plat (PP-2014-002)

FROM:  Kevin Koelbel, Town Planner

TO:  Mark Goldstein, Serratoga Falls, LLC
RESPONSE: Considerations for housing product widths and utility corridors preclude making this line perpendicular without losing a lot in this Block. At this time, we would request that the existing lot line be allowed.

3rd Review: Staff still feels there is a way to make the lot line more perpendicular while still retaining the remaining line and keeping a single entry. Optional additional space could include a piece of property to allow a more linear path.

NEW COMMENT: Trail between Block 8 and Block 10 should be either a soft trail or a concrete trail. It should not split between both.

1. NEW COMMENT: Lots 10-14 in Block 13, Lots 2-5 in Block 12 may not meet R-2 standards for minimum lot width. Minimum lot width in R-2 zoning is 54'. Please check that these lots are 54' at the setback line.

2. NEW COMMENT: Lots 9-13 in Block 16 may not meet R-2 standards for minimum lot width. Minimum lot width in R-2 zoning is 54'. Please check that these lots are 54' at the setback line.

3. NEW COMMENT: Lots 1-5 in Block 1 may not meet R-2 standards for minimum lot width. Minimum lot width in R-2 zoning is 54'. Please check that these lots are 54' at the setback line.

4. NEW COMMENT: Lots 2&3 in Block 1, Lot 1 in Block 15 may not meet R-2 standards for minimum lot width. Minimum lot width in R-2 zoning is 54'. Please check that these lots are 54' at the setback line.

NEW COMMENT: Thank you for adding and calling out the pocket parks. These parks should be pocket parks. Pocket parks will be:

Preliminary Landscape Plan Comments:

General Comment:

1. NEW COMMENT: Thank you for adding and calling out the Pocket Parks. Pocket parks will be required to have more than just a single bench. Optional additional items could include a piece of play equipment, a picnic table, and grills.

2. NEW COMMENT: Add label for Block 15.

3. NEW COMMENT: Fix trail walk connection to ramp on northeast corner of Serrata Gardens Park.

4. NEW COMMENT: Fix the match line callout overriding text on the top of the sheet.

5. NEW COMMENT: Fix the match line callout overriding text on the top of the sheet.
1. 2nd Review: Show the following items from the narrative:
   a. Active play areas
   b. Playground structures
   c. Shelter
   d. Sport courts
   e. Field turf play area
   f. Plaza
   g. Amphitheater

   RESPONSE: A preliminary park design has been provided for review/comm. 

2. NEW COMMENT: Adjust soft trail to go around the west side of the play ground

   RESPONSE: A preliminary park design has been provided for review/comm. 

   RESPONSE: The section has been changed to 34'. We prefer this section over a 36' section since the parking area reduces to 30', the only allows for a bike lane. The section should be 36' but we would consider 34'.

3. NEW COMMENT: Label 10' concrete trail on the east side of Cascade (Larimer Ridge) Parkway

   RESPONSE: The section has been changed to 34'. We prefer this section over a 36' section since the parking area reduces to 30', the only allows for a bike lane. The section should be 36' but we would consider 34'.

   RESPONSE: The section has been changed to 34'. We prefer this section over a 36' section since the parking area reduces to 30', the only allows for a bike lane. The section should be 36' but we would consider 34'.

4. NEW COMMENT: The gameplay areas and would force pedestrians to enter the roadway to see other gameplay areas which would create very little protection.

   RESPONSE: The gameplay areas and would force pedestrians to enter the roadway to see other gameplay areas which would create very little protection.
(1) Revised response to comment letter
(2) Revised Narrative
(2) hard copies and (1) digital copy of all revised engineering documents requested to be updated in Engineering comments

(4) Full size, (2) ½ size, and PDF version of the Revised Preliminary Plat, Landscape Plan, and PICPs

Electronic submittal of all updated documents

CC:
April Getchius, Town of Timnath, Town Manager
Kevin Koelbel, Town Planner
Brian Williamson, Town Planner
Don Taranto, TST Inc.
Steve Humann, TST Inc.
Jim Lynxwiler, Poudre Fire Authority
Jim Tertiet, TST Inc.
Dale Knowles, Cache la Poudre Irrigation District
Jim Proulx, Poudre Fire Authority

Electronic submittal of all updated documents

Pic:
(1) Revised Narrative
(2) Revised Narrative
(1) Revised Narrative
(1) Revised Narrative
(4) Full size, (2) ½ size, and PDF version of the Revised Preliminary Plat, Landscape Plan, and PICPs

Update in Engineering Comments

Hand copy of (1) digital copy of all revised engineering documents requested to be
3/27/2013

3rd Referral Notice

Town of Timnath

Timnath

4600 Cognac Ln, Timnath, CO 80547
Phone: (970) 824-3217
Fax: (970) 824-3217
Town of Timnath

Contact the Planner listed above.

Refer to the Planning Manual for the criteria to review and comment on the application. Any comments or questions regarding the application, please be included in the comments section. If you have any questions regarding the application, please contact the Planner listed above.

Comments:

Yes / No

Residential Required?
Yes / No

Organization / Agent:
Timnath Building Inspector, Zebbildt
Fax: (970) 244-3227
Phone: (970) 244-3211

Reply To:
Matt Blakely, Town Planner

Please Reply By: April 10, 2013

Summary:

Preliminary plan proposal for 291 single-family lots in the Saratoga Subdivision.

Owner(s):
Saratoga Falls, LLC
Phone: 970.929.7380
Fax: 970.929.7380

Applicant(s):
Saratoga Falls, LLC
Phone: 970.929.7380
Fax: 970.929.7380

Location:
Northeast corner of Prospect Road and Larimer County Road 5

Case #:
2014-002

Project:
Saratoga Falls and Hill Preliminary Plan

We are interested in your review of the following project.
TO: Matt Blakley, Town Planner
FROM: Jim Lynxwiler, Fire Protection Technician, Poudre Fire Authority, 970-416-2869
PROJECT: SERRATOGA FALLS 2ND FILING PRELIM. PLAT
Timnath Case Number: PP-2014-002
DESCRIPTION: Preliminary Plat proposal for 291 Single-Family lots in the Serratoga Subdivision.
DATE: April 9, 2015

Prior PFA comments have been resolved.

STREET NAMING

There are a lot of discrepancies in the labeling of streets names shown on different pages of the plan sets I received.

Larimer Ridge Parkway, for example, is labeled Larimer Ridge Drive on one page, while other pages show Larimer Ridge Parkway. Some pages show the road broken up into Larimer Ridge (north) and Cascade Parkway (south) of Serratoga Falls Parkway while other pages show the entire length labeled as Larimer Ridge Parkway.

Redgate Street and Wolfhound Street are both shown inconsistently on different pages of the plan sets I received.

Cul-de-sacs are also shown with competing names.

DATE: April 9, 2015
DESCRIPTION: Preliminary Plat proposal for 291 Single-Family lots in the Serratoga Subdivision.
PROJECT: SERRATOGA FALLS 2ND FILING PRELIM. PLAT
FROM: Jim Lynxwiler, Fire Protection Technician, Poudre Fire Authority,
TO: Matt Blakley, Town Planner
Preliminary Plan Proposal:

For Collins, Co 80527
P.O. Box 77880
Serrano, CA

For Collins, Co 80527
P.O. Box 77880
Serrano, CA

To Tmhact, Co 80527
P.O. Box 77880
Serrano, CA

3rd Referend Notice
Town of Timmacht

9703522226
Serratoga Falls Preliminary Plat General Development Information

This request is for subdivision plat for approximately 330.478 acres known as the Serratoga Falls Second Filing Subdivision. There will be total of 250 lots averaging from 6,596 sq. ft. to 21,501 sq. ft. Overall gross density is 1.60 dwelling units per acre. The project has densities that are consistent with the R-2 Zone District Standards and the Land Use Map of the Comprehensive Plan, which is designated as Low Density Residential.

The Serratoga Falls Subdivision is consistent with the following sections of Chapter 16.2 of the Land Use Code:

16.2.1 Vision and intent

The Serratoga Falls Subdivision embodies most of the statements in this section. Notably, the project is walkable and pedestrian oriented. The project provides detached sidewalks throughout the development, as well as an extensive trail system. The project will also provide an orderly street pattern with tree-lined streets, one and two story buildings, and a safe friendly community. The Serratoga Falls Subdivision provides a neighborhood layout that is intended to be consistent with the surrounding neighborhoods. Serratoga Falls is consistent with the PROST plan by providing a community trail through the site, as well as providing a roadside community trail along the Prospect Road frontage. Active lifestyles are encouraged by providing active recreation trails throughout the development.

16.2.7. Lots and blocks

The lot and block layout of the Serratoga Falls Subdivision is consistent with this section. The majority of the streets are gridlike and the lengths of the blocks are appropriate and meet LCUASS standards. Where blocks are longer in length, breaks occur between the lots with trail connections provided. The lot sizes are appropriate for the R-2 zoning district.
16.2.8. Streets

The street pattern in the Serratoga Falls Subdivision consists of local and collector streets in a modified grid pattern, providing connections within the development and to the adjacent existing streets. All of the streets have detached sidewalks, street trees and a greenway, which creates a safe, efficient and attractive experience for both vehicles and pedestrians. Cascade Parkway to Bristow Street and the extension of Serratoga Falls Parkway will both serve as collector streets for the subdivision. Improvements to Prospect Road and County Road 5 are anticipated.

16.2.10 Sidewalks, multi-use pathways and trails

5 foot wide on-street sidewalks are provided throughout the Serratoga Falls Subdivision providing linkages within the subdivision and to the surrounding neighborhoods. An 8’ wide concrete multi-use trail connect Filing 1 through the central parks and greenbelts to Prospect Road. In addition, there is a planned 10’ concrete roadside community trail system along Prospect Road and County Road 5 per the Town’s PROST plan. All remaining trails will be 6’ wide soft surface pedestrian pathways.

16.2.12 Parks and open space

Described below are the various amenities that are provided.

Neighborhood Parks:
Serratoga Falls provides for 2 neighborhood parks located north and south of Serratoga Falls Parkway making it very accessible and an easy walk to all residents within the existing Filing subdivision and the proposed Second filing. Timnath code requires a 5 acre neighborhood park for all subdivisions that include 200 lots or more. Serratoga Falls 2nd Filing includes 250 lots. The parks as proposed are larger than the 5 acres required and provide for amenities that are above and beyond the amenities required by code

The park concepts are further described below:

North Park:
This 10.1 acre park is designed to be more passive, with an existing pond, a grill and shelter and benches located at select spots along the trails. The landscaping will consist of a drought tolerant turf blend, trees and shrubs as appropriate.

South Park:
This park is 11.0 acres and will contain active play areas and playground structures, a shelter and a field turf play area. There is a plaza and amphitheater located north of the proposed pond and a natural seating area located on the south end of the pond. The landscaping will consist of a drought tolerant turf blend, trees and shrubs as appropriate.
16.2.17 Fences and walls

The Serratoga Falls Subdivision will contain a consistent fence design throughout. Fencing along the outer perimeter of the site (facing Prospect and County Road 5) will be a 6’ solid privacy fence with 1 x 6 cedar pickets and 4 x 4 cedar posts. All rear and side lots facing open space will have a 4 foot tall three rail fence with optional wire mesh.

16.2.18 Residential architecture

The architecture for Serratoga Falls Subdivision will continue the high-quality architecture consistent with the other residential homes constructed by the homebuilder. The builder will follow the model and block diversity as required by the Code and administered by the Town.
16.2.21 Environmental considerations

Wetlands and other waters occur in depressions throughout the 2nd filing site. There are 2 ponds located in the middle of the 2nd filing that contain wetlands around the banks and fringes. The north pond contains water and will be an amenity for a neighborhood park. The southern pond is dry. These ponds were deemed to be non-jurisdictional. The development is designed to minimize any disturbance to these wetland areas. There is an isolated wetland located north Prospect Road that will be removed with the developed lots. The Cache La Poudre Reservoir inlet is an artificial ditch with wetlands surrounding the ditch. The development is designed to minimize any disturbance to this wetland. In addition, we are providing water quality on-site prior to discharging. On-site drainage will be directed through a series of ponds, swales, and storm drains. They will ultimately be released into the Timnath Reservoir Inlet Canal, which is owned by the Cache La Poudre Reservoir Inlet, using the existing 36” outfall that was approved and constructed with Filing One. Release rates into the canal will remain unchanged.

16.2.22 Sanitary sewer

This property will be served by the Boxelder Sanitation District.

16.2.23 Potable water

This property is currently included in the East Larimer County Water District (ELCO) and will be served with potable water by said district.

16.2.24 Non-potable water

This property has access to non-potable water. Hines irrigation has drafted an irrigation water use estimate that is currently being reviewed by ELCO.

16.2.25 Fire Hydrants

Fire hydrants will be spaced as appropriate per Poudre Fire Authority’s regulations.
**TOWN COUNCIL COMMUNICATION**

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

**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