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

2. CONSENT
   a. Approval of the January 26, 2016 Timnath Development Authority Meeting Minutes

3. BUSINESS
   a. RESOLUTION NO. TDA-2, SERIES 2016, A RESOLUTION APPROVING THE
      PURCHASE AUTHORIZATION FOR 2016 EXPENSES RELATED TO ADDITIONAL
      FUNDING FOR THE LARIMER COUNTY ROAD 52 PROJECT PER THE
      APPROVED IGA

4. ADJOURNMENT
1. CALL TO ORDER AND ROLL CALL

Chairperson Grossman-Belisle called to order the regular meeting of the Timnath Development Authority on January 26, 2016, at 6:02 p.m.

Present:
   a. Chairperson Jill Grossman-Belisle
   b. Co-Chairperson Bryan Voronin
   c. Commissioner Bill Neal
   d. Commissioner Aaron Pearson

Absent:
   e. Commissioner Paul Steinway

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

2. CONSENT
   a. Approval of the December 8, 2015, Timnath Development Authority Meeting Minutes

   Commissioner Pearson moved to approve THE CONSENT AGENDA. Commissioner Neal seconded the motion. The motion passed unanimously by voice vote.

3. BUSINESS
   a. RESOLUTION NO. TDA-1, SERIES 2016, A RESOLUTION AMENDING THE 2015 BUDGET FOR THE TIMNATH DEVELOPMENT AUTHORITY

   Staff Comments:
   • Ms. Getchius spoke to the Commissioners about the proposed resolution.

   Commissioner Neal moved to approve RESOLUTION NO. TDA-1, SERIES 2016, A RESOLUTION AMENDING THE 2015 BUDGET FOR THE TIMNATH DEVELOPMENT AUTHORITY. Commissioner Voronin seconded the motion. The motion passed unanimously by voice vote.

4. ADJOURNMENT

Chairperson Grossman-Belisle adjourned the meeting at 6:03 p.m.
The Timnath Development Authority approved the January 26, 2016, TDA Meeting Minutes on March 8, 2016.

_______________________________
Jill Grossman-Belisle, Chairperson

ATTEST:

_______________________________
Milissa Peters, Secretary
# TDA COMMUNICATION

**Meeting Date:**
March 8, 2016

**Item:** A Resolution approving the Purchase Authorization for 2016 expenses related to additional funding for the Larimer County Road 52 project per the approved IGA.

**Presented by:**
Don Taranto
Town Engineer

<table>
<thead>
<tr>
<th>Ordinance</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

## EXECUTIVE SUMMARY:
Request for payment under the Intergovernmental Agreement regarding cost sharing for funding for the Larimer County Road 52 project that is over the available loan funds.

## STAFF RECOMMENDATION:
Staff recommends approval of this resolution as the expenses are justified per the approved IGA.

## KEY POINTS/SUPPORTING INFORMATION:
- IGA with the TDA was negotiated in 2014 and signed June 16, 2014.
- Original project cost was estimated at $1,848,274. Current estimated project costs are $1,870,244.
- Available CWCB Loan funds for project are $810,000.
- Per the IGA, the difference was to be split between City of Fort Collins, Larimer County, and the TDA.
- Original estimate for each entity was $346,091. New estimate is $353,415, and increase of $7,324.

## ADVANTAGES:
Required expense per the approved IGA.

## DISADVANTAGES:
Expenses higher than originally anticipated.

## FINANCIAL IMPACT:
Currently a budgeted expense. Overall impact for the year not yet known as other Boxelder projects are still underway.

## RECOMMENDED MOTION:
I move to approve Resolution No. TDA-2, Series 2016 approving the purchase authorization for 2016 expenses related to the additional funding for the Larimer County Road 52 project per the approved IGA.

## ATTACHMENTS:
1. Resolution, 2. TDA Purchase Authorization, 3. Invoice
Town Council Purchase Authorization

Date: 3/2/16

Vendor: Boxelder Basin Regional Stormwater Authority (BBRSA)

Department: Engineering

Project: Boxelder Stormwater Authority (CR 52 IGA)

Description: Timnath's portion of additional funding for the CR 52 project per the approved IGA.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this purchase more than $25,000</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>Is this the purchase of Real Estate or Land</td>
<td></td>
<td>×</td>
</tr>
<tr>
<td>Is this the purchase of Public Art</td>
<td></td>
<td>×</td>
</tr>
<tr>
<td>Is this a budget request for a purchase that will exceed the approved budget</td>
<td>Yes</td>
<td>×</td>
</tr>
</tbody>
</table>

Advantages: Required expense per the previously approved IGA.

Disadvantages: Expenses are higher than originally anticipated by $7,324.

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 Boxelder - (CR 52 IGA)</td>
<td>$500,000</td>
<td>$500,000</td>
<td>$0</td>
<td>$353,415</td>
<td>$146,585</td>
</tr>
</tbody>
</table>

Financial Impact: Currently a budgeted expense. Overall impact for the year not yet known as other Boxelder projects are still underway.

Recommendation/Justification: Recommend approval as the expenses are justified BBRSA expenses per the approved IGA.

Requesting Department Signature: [Signature] Date: 3/2/16

Town Manager Signature: [Signature] Date: 3/2/16
A RESOLUTION APPROVING THE PURCHASE AUTHORIZATION FOR 2016 EXPENSES RELATED TO ADDITIONAL FUNDING FOR THE LARIMER COUNTY ROAD 52 PROJECT PER THE APPROVED IGA.

WHEREAS, the Town of Timnath (“Town”) has established the Timnath Development Authority (“TDA”) pursuant to a resolution dated November 10, 2004; and

WHEREAS, Town and the TDA are governed by an identical governing body; and

WHEREAS, the TDA has the power to pass resolutions; and

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

Section 1. Approval
The TDA hereby approves the Purchase Authorization for 2016 expenses related to additional funding for the Larimer County Road 52 Project per the approved IGA.

INTRODUCED, MOVED, AND ADOPTED BY THE TIMNATH DEVELOPMENT AUTHORITY, ON MARCH 8, 2016.

TIMNATH DEVELOPMENT AUTHORITY

______________________________
Jill Grossman-Belisle, Chair

ATTEST:

______________________________
Milissa Peters, Secretary
February 2, 2016

Timnath Development Authority
Attn: Don Taranto
4800 Goodman Road
Timnath, CO 80547-2295

Re: County Road 52 Project ("CR52") Additional Funding

Dear Mr. Taranto:

The Boxelder Basin Regional Stormwater Authority ("Authority") entered into the Intergovernmental Agreement for the Larimer County Road 52 Project (copy attached) with Larimer County, City of Fort Collins, and Timnath Development Authority ("Participating Entities"). The Participating Entities agreed to each pay one-third (1/3) of the Additional Funding not to exceed a maximum contribution by each of $500,000. Additional Funding is defined in the Intergovernmental Agreement as remaining costs to the Authority of the County Road 52 Project in excess of the CWCB loan of $810,000. The following is a summary of the current anticipated project costs and calculated Additional Funding amount per entity.

<table>
<thead>
<tr>
<th>Estimated CR52 Project Costs</th>
<th>$1,870,244</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less: CWCB Loan for CR52 Project</td>
<td>&lt;$810,000&gt;</td>
</tr>
<tr>
<td>Additional Funding</td>
<td>$1,060,244</td>
</tr>
<tr>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Additional Funding per Participating Entity</td>
<td>$353,415</td>
</tr>
</tbody>
</table>

The Authority has expended the CWCB loan funds for the CR52 Project and is in need of the Additional Funding for the County Road 52 project. The requested Additional Funding is based on current estimated CR52 project costs. The Authority may need to request additional funds in the future as final project costs are determined. The Authority is herein requesting payment for your portion of the estimated Additional Funding in the amount $353,415. In accordance with the Intergovernmental Agreement, the Additional Funding is due within 45 days of receipt of the attached invoice.
If you have any questions on the status of the project, please feel free to contact me at Pinnacle Consulting Group Inc., at 970-669-3611 or stanm@pinnacleconsultinggroupinc.com.

Sincerely,

Stan A. Myers  
Authority Manager  
Boxelder Basin Regional Stormwater Authority  

Attachments  

Cc:  Darin Atteberry, City of Fort Collins  
     Mark Peterson, Larimer County
Boxelder Basin Regional Stormwater Authority
c/o Pinnacle Consulting Group Inc.
1627 E 18th Street
Loveland, CO 80538
(970) 669-3611

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/2/2016</td>
<td>1002</td>
</tr>
</tbody>
</table>

Bill To
Timnath Development Authority
Attn: Don Taranto
4800 Goodman Road
Timnath, CO 80547-2295

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CR52 Project Funding - Timnath Development Authority</td>
<td>353,415.00</td>
</tr>
</tbody>
</table>

Make Checks Payable to:
Boxelder Basin Regional Stormwater Authority

Total $353,415.00
INTERGOVERNMENTAL AGREEMENT
FOR THE LARIMER COUNTY ROAD 52 PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is effective this
12th day of June, 2014, by and among the BOARD OF COMMISSIONERS OF
LARIMER COUNTY, COLORADO, (hereinafter referred to as the “County”), the CITY OF
FORT COLLINS, COLORADO, a municipal corporation (hereinafter referred to as the “City”),
the TIMNATH DEVELOPMENT AUTHORITY, COLORADO, an urban renewal authority
(hereinafter referred to as the “TDA”), the TOWN OF WELLINGTON, COLORADO, a
municipal corporation (hereinafter referred to as “Wellington”) and the BOXELDER BASIN
REGIONAL STORMWATER AUTHORITY, a Colorado regional stormwater authority
(hereinafter referred to as the “Authority”), (collectively hereinafter referred to as the “Parties”).

RECITALS

WHEREAS, the Authority, pursuant to its responsibilities set forth in the
Intergovernmental Agreement for Stormwater Cooperation and Management dated August 20,
2008, among the County, the City, and Wellington, has developed a plan for stormwater
improvement facilities to significantly reduce the 100 year stormwater runoff within the
Boxelder Creek Drainage Basin which are the East Side Detention Facility (hereinafter referred
to as the “ESDF”), and the Larimer and Weld Canal Crossing Structure (hereinafter referred to as
the “LWCCS”), (hereinafter collectively referred to as the “two Projects”); and

WHEREAS, the Authority and the TDA entered into an Intergovernmental Agreement
Regarding Cost Sharing for Boxelder Basin Stormwater Mitigation Improvements effective
November 15, 2012, which provided that the TDA is responsible for a share of the costs of the
two Projects; and

WHEREAS, the Authority has done preliminary design for certain improvements to
address stormwater flows over Larimer County Road 52 (“Road 52”), due to the siting of the
ESDF south of Road 52 (the “County Road 52 Project”); and

WHEREAS, the County, the City, and the TDA (hereinafter collectively referred to as
the “Participating Entities”), have determined that it is appropriate for the Participating Entities
to share a portion of the costs of the County Road 52 Project; and

WHEREAS, the current estimated cost of the ESDF is $8,761,000; and

WHEREAS, the current estimated cost of the LWCCS is $1,139,000; and

WHEREAS, the Authority has received approval for loans with the Colorado Water
Conservation Board (“CWCB”) totaling $8,181,000, ($8,100,000 for ESDF and LWCCS and
$81,000 for the CWCB’s 1% loan service fee), the proceeds of which will be used to finance a
portion of the costs of the ESDF and the LWCCS; and
WHEREAS, the Authority and TDA will contribute revenue and participating funds during the design and construction of ESDF and LWCCS such that the final total loan principal from both loans for the ESDF and LWCCS is estimated at $8,181,000, ($8,100,000 for ESDF and LWCCS and $81,000 for the CWCB’s 1% loan service fee); and

WHEREAS, the Authority has determined, through preliminary design, that the estimated cost of the County Road 52 Project is $1,848,274; and

WHEREAS, on January 27, 2014, the Authority received approval from the CWCB for a third loan in the amount not to exceed $818,100, ($810,000 for the County Road 52 project and $8,100 for CWCB’s 1% loan service fee); and

WHEREAS, the total proceeds from the CWCB loans shall be allocated $7,100,000 to the ESDF, $1,000,000 to LWCCS, and $810,000 to the County Road 52 Project, with $89,100 payable to the CWCB as a 1% loan origination fee for a total CWCB loan of up to $8,999,100; and

WHEREAS, the Participating Entities have agreed to share equally in providing the necessary funds to the Authority to pay the cost of the County Road 52 Project over and above the $818,100 ($810,000 for the County Road 52 project and $8,100 for CWCB’s 1% loan service fee) of the CWCB loan proceeds allocated to the County Road 52 Project; and

WHEREAS, the Parties wish to set forth the terms and conditions of the payment of the Additional Funding for the County Road 52 Project pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Participating Entities and the Authority have agreed that Wellington, a Member of the Authority, shall not be responsible for the payment of the Additional Funding; and

WHEREAS, the City, the County, and Wellington are parties to that certain Intergovernmental Agreement for Stormwater Cooperation and Management dated August 20, 2008 (the “Authority Agreement”), and the City and Wellington have approved and executed the First Amendment to Intergovernmental Agreement for Stormwater Cooperation and Management (the “First Amendment”); however, the County has not approved and executed the First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals which are incorporated herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:
ARTICLE I
DEFINITIONS

Definitions. In this Agreement, capitalized terms not otherwise defined shall have the meanings respectively assigned thereto in the Recitals to this Agreement or as provided in this Section 1, unless the context clearly requires a different meaning:

"Members" shall mean the entities referred to as Members in the Intergovernmental Agreement for Stormwater Cooperation and Management dated August 20, 2008.

"Participating Entities" shall mean the County, the City, and the TDA.

"Boxelder Basin Regional Stormwater Authority" or "Authority" shall mean the regional stormwater authority formed by agreement of the Board of Commissioners of Larimer County, Colorado, City of Fort Collins, Colorado, and the Town of Wellington, Colorado pursuant to the Authority Agreement.

"East Side Detention Facility" or "ESDF" shall mean that particular stormwater detention facility consisting of an earthen embankment (dam), an outlet, and spillway meeting State Engineer requirements to create detention and storage upstream of Larimer County Road 50, and south of County Road 52 and the work required to design, engineer, and construct the same, as described in the First Amendment.

"Larimer and Weld Canal Crossing Structure" or "LWCCS" shall mean construction of the side spill weir crossing of the Larimer and Weld Canal to allow Boxelder Creek storm runoff to continue downstream, as described in the First Amendment.

"County Road 52 Project" shall mean the improvements to County Road 52 and surrounding area to address estimated overtopping of County Road 52 due to a 100-year stormwater event as more fully described on "Exhibit A" and depicted on "Exhibit B" to this Agreement, attached hereto and incorporated herein by reference.

"Additional Funding" shall mean the remaining cost to the Authority of the County Road 52 Project in excess of the CWCB loan allocation of $818,100 ($810,000 for the County Road 52 project and $8,100 for CWCB's 1% loan service fee) attributable to the cost of the County Road 52 Project. This excess cost is currently estimated to be $1,038,274 and shall not exceed $1,500,000.
ARTICLE 2

COUNTY ROAD 52 PROJECT

2.1 County Road 52 Project. The Parties agree and hereby acknowledge that it is in the best interest of the Parties to work cooperatively to fund the design and construction of the County Road 52 Project as set forth in this Agreement.

2.2 Design Engineering. The Authority has conducted preliminary design engineering for the County Road 52 Project. The Authority shall proceed to final design of the County Road 52 Project.

2.3 CWCB Financing. The Parties ratify the application and award of the $818,100 ($810,000 for the County Road 52 project and $8,100 for CWCB’s 1% loan service fee) loan from the CWCB to provide partial funding for the County Road 52 Project.

2.4 Additional Funding. The Participating Entities agree to each pay one-third (1/3) of the Additional Funding not to exceed a maximum contribution by each of $500,000. The Participating Entities and the Authority agree that Wellington shall have no responsibility to pay any portion of the Additional Funding. The Authority shall invoice each individual Participating Entity for its share of Additional Funding. Payments under this Agreement shall be due within 45 days of receipt of an invoice by the Participating Entity.

2.5 Pledged Revenues. The Authority intends to pledge the funds received from the Participating Entities pursuant to Section 2.4 above as collateral for the partial repayment of the CWCB loan. The Participating Entities agree to approve and execute any documents required by the Colorado Water Conservation Board for said funds to be used as collateral for partial repayment of the loan and to comply with all requirements of the CWCB, including execution of any security interest agreement associated with such funds, as may be required, provided that any such documents shall be consistent with the terms of this Agreement and the Authority Agreement as amended.

2.6 County Road 52 Project Accounting. The Authority shall account separately for all costs of the County Road 52 Project beginning November 1, 2013, through completion of the County Road 52 Project for the accurate determination of the Additional Funding amount.

2.7 Redistribution of Borrowed Funds. If, at the time of finalization of the amount of the CWCB funding for the ESDF and LWCCS Projects is less than the allocated amount of $7,100,000 to the ESDF and $1,000,000 to LWCCS, the Parties agree that the remaining amount of loan proceeds above said allocation shall be used by the Authority, subject to approval of the CWCB Board, to reduce the amount of the Additional Funding.

2.8 ESDF and LWCCS Excess Costs. The Participating Entities and Wellington agree that to the extent the actual combined costs for the ESDF and LWCCS exceed $9,000,000, Wellington will pay its share of the additional costs pursuant to the terms of the
ARTICLE 3

TARGETED TIMELINE

Attached hereto as "Exhibit C" and incorporated herein by this reference, is the anticipated timeline for completion of the various components of the ESDF, the LWCCS, and the County Road 52 Project. The parties understand and agree that completion of the individual components of the timeline are subject to change, including extension thereof, due to factors beyond the control of and unforeseen by the parties at this time. Unforeseen factors include, but are not limited to:

(a) unforeseeable design and/or engineering factors, which are not caused by acts or omissions of the Authority, and which delay the ability of the Authority to design and engineer the Projects or any portion thereof;

(b) unforeseeable regulatory issues, which are not caused by acts or omissions of the Authority, with any federal, state or local government agency having jurisdiction over the Projects or any part thereof, including, but not limited to, 404 permit, State Engineers approval and FEMA approval of CLOMR;

(c) unforeseeable cause(s) beyond the control of the Authority including, but not limited to, acts of God, national emergencies, or other incidents beyond the control and not due to the fault of the Authority; and

(d) unforeseeable issues in the acquisition of appropriate land, easements, and/or right-of-ways to allow the Authority to construct the Projects which are not caused by acts or omissions of the Authority.

ARTICLE 4

CONTINGENCY

The obligation of the Authority to finalize the design and construct the County Road 52 Project shall be specifically contingent upon the execution of the First Amendment to Intergovernmental Agreement for Stormwater Cooperation and Management by Larimer County.
ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1. Amendments. This Agreement may only be amended, changed, modified or altered in writing, signed by all parties hereto.

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

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

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

[The Remainder of Page Intentionally Left Blank. Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF FORT COLLINS

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO

By: [Signature]
Chairman

ATTEST:

[Signature]
Clerk, Board of Commissioners

DATE: 3.20.14

[Signature]
County Attorney
THE TIMNATH DEVELOPMENT AUTHORITY

By:
Chairperson, Board of Commissioners

ATTEST:

Melissa Pets
Clerk, Board of Commissioners

THE TOWN OF WELLINGTON

By:
Mayor

ATTEST:

Town Clerk

THE BOXELDER BASIN REGIONAL STORMWATER AUTHORITY

By:
President
EXHIBIT A

County Road 52 Improvements and Grading

The agreed to improvements include installation of four 4X20 box culverts including headwall and wing walls under County Road 52 as depicted in Exhibit B. These improvements include asphalt pavement removal and replacement to the existing profile and cross-section of the roadway and the required guardrail. Grading outside the roadway will include regrading of an area north of the roadway within the Mountain Vista Golf Course as depicted in Exhibit B. This regrading will consist of regrading existing golf fairway, tree removal and replacement sod. It should be noted that the design and grading depicted in Exhibit B is preliminary and subject to change during final design, review comments and negotiations with Golf Course Owner.
EXHIBIT C

Targeted Schedule Dates for CWCB Loan Application and Construction of Projects

Review and Approval of CR52 IGA Agreement and IGA Amendment No 1. March 31, 2014
Review of CWCB Loan Contracts March 31–April 15, 2014
Submittal of Signed CWCB Loan Contracts April 15, 2014
Final Execution of CWCB Loan Contracts by State Controller May 15, 2014
Targeted Bidding for ESDF, LWCCS and County Road 52 Improvements August, 2014
Acquisition or Possession of Land and Availability of CWCB Loan Funds October 1, 2014
Award Construction Contract(s) December 15, 2014

Additional Funding due from Participating Entities
(Twenty (20) days prior to award of contract(s) for Projects

Construction ESDF, LWCCS, CR 52 Improvements & Grading January, 2015 to August, 2015

Targeted Substantial Completion July 15, 2015