TOWN OF TIMNATH
TOWN COUNCIL
Tuesday, October 24, 2017,
Immediately Following the Timnath Development Authority Meeting at 6:00 p.m.
4800 Goodman Street, Timnath, Colorado

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

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, they are requested to select a spokesperson to state that position.

4. CONSENT AGENDA
   a. Approval of the September 26, 2017, Town Council Meeting Minutes
   b. Approval of the Check Register
   c. ORDINANCE NO. 22, SERIES 2017, FIRST READING, An Ordinance Amending the
      Timnath Land Use Code and Setting a Public Hearing on November 14, 2017, at 6:00
      p.m.

5. REPORTS
   a. Mayor and Council
   b. Staff

6. BUSINESS
   a. RESOLUTION NO. 55, SERIES 2017, A Resolution Approving the Amended and
      Restated Master Subdivision Improvement Agreement for Timnath Landing
      Presented by Robert Rogers, Contracted Town Attorney
   b. RESOLUTION NO. 56, SERIES 2017, A Resolution Approving the PA16 Purchase and
      Sale Agreement
      Presented by Robert Rogers, Contracted Town Attorney
   c. RESOLUTION NO. 57, SERIES 2017, A Resolution Approving the Professional Services
      Agreement with Cummings & Petrone, LLP for Court Appointed Counsel Services
      Presented by Robert Rogers, Contracted Town Attorney
   d. RESOLUTION NO. 58, SERIES 2017, A Resolution Endorsing the Passage of Ballot Issue
      2D For the Purpose of Financing Capital Projects, Including, but not Limited to Streets,
      Stormwater, Parks and Recreation, and Municipal Facilities, the Costs of Operating and
      Maintaining Such Projects, and General Municipal Purposes
      Presented by Robert Rogers, Contracted Town Attorney
e. **RESOLUTION NO. 59, SERIES 2017**, A Resolution Ratifying the Railroad Crossing Renewal Agreement with GWRR for the Main Street Crossing  
Presented by Eric Fuhrman, Contracted Town Engineer

f. **RESOLUTION NO. 60, SERIES 2017**, A Resolution Initiating Annexation Proceedings for Property Known as the Fewell Annexation  
Presented by Matt Blakely, Contracted Community Development Director

g. **RESOLUTION NO. 61, SERIES 2017**, A Resolution Initiating Annexation Proceedings for Property Known as the Feldman Annexation  
Presented by Matt Blakely, Contracted Community Development Director

h. **RESOLUTION NO. 62, SERIES 2017**, A Resolution Approving An Amendment to An Intergovernmental Agreement Between The Town Of Timnath And The Colorado Department Of Transportation Regarding I-25 Improvements  
Presented by April Getchius, Town Manager

i. **RESOLUTION NO. 63, SERIES 2017**, A Resolution Approving the Participation with the South Fort Collins Sanitation District in a Sewer Flow Study  
Presented by Eric Fuhrman, Contracted Town Engineer

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

7. **ADJOURNMENT**
Town of Timnath
Regular Meeting Minutes
Tuesday, September 26, 2017
IMMEDIATELY FOLLOWED THE TIMNATH DEVELOPMENT AUTHORITY
MEETINGS 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 Pro Tem Voronin called to order the meeting of the Town Council on Tuesday, September 26, 2017, at 6:00 p.m.

Present:
   a. Mayor Pro Tem Bryan Voronin
   b. Councilmember Bill Neal
   c. Councilmember Aaron Pearson

Absent:
   a. Mayor Jill Grossman-Belisle
   b. Councilmember Paul Steinway

Also Present:
   a. April Getchius, Town Manager
   b. Milissa Peters, Town Clerk
   c. Robert Rogers, Contracted Town Attorney
   d. Don Taranto, Contracted Town Engineer
   e. Matt Blakely, Contracted Community Development Director
   f. Brian Williamson, Contracted Town Planner
   g. Kevin Koelbel, Contracted Town Planner
   h. Phil Goldstein, Timnath Resident

2. AMENDMENTS TO THE AGENDA:
   a. Item 6d was removed

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

4. CONSENT AGENDA:
   a. Approval of the September 6, 2017, Town Council Meeting Minutes
   b. Approval of the Check Register

Councilmember Neal moved to approve the consent agenda. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.
5. REPORTS:
   a. Mayor/Council
      i. Trash accumulation along Buss Grove
      ii. Speeding complaints
      iii. Police and Town presence on Next Door
   b. Staff

6. BUSINESS:
   a. ORDINANCE NO. 15, SERIES 2017, PUBLIC HEARING, An Ordinance of the Town of Timnath Approving the Amended Planned Development Overlay District for the Harmony Subdivision
      Mayor Pro Tem Voronin opened the public hearing at 6:08 p.m.
      Staff Comments:
      • Mr. Koelbel spoke to Council about the proposed ordinance.
      Public Comments:
      • NONE
      Mayor Pro Tem Voronin closed the public hearing at 6:08 p.m.
      Councilmember Neal moved to approve ORDINANCE NO. 15, SERIES 2017, An Ordinance of the Town of Timnath Approving the Amended Planned Development Overlay District for the Harmony Subdivision. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

   b. ORDINANCE NO. 20, SERIES 2017, PUBLIC HEARING, An Ordinance Amending the Official Zoning Map for the Town of Timnath
      Mayor Pro Tem Voronin opened the public hearing at 6:15 p.m.
      Staff Comments:
      • Mr. Koelbel spoke to Council about the proposed ordinance.
      Public Comments:
      • NONE
      Mayor Pro Tem Voronin closed the public hearing at 6:15 p.m.
      Councilmember Neal moved to approve ORDINANCE NO. 20, SERIES 2017, An Ordinance Amending the Official Zoning Map for the Town of Timnath. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

   c. ORDINANCE NO. 21, SERIES 2017, PUBLIC HEARING, An Ordinance Approving the First Amendment to the Amended and Restated Annexation and Development Agreement for the Harmony Subdivision
Mayor Pro Tem Voronin opened the public hearing at 6:19 p.m.

Staff Comments:
- Mr. Rogers spoke to Council about the proposed ordinance.

Public Comments:
- NONE

Mayor Pro Tem Voronin closed the public hearing at 6:19 p.m.

**Councilmember Neal moved to approve ORDINANCE NO. 21, SERIES 2017, An Ordinance Approving the First Amendment to the Amended and Restated Annexation and Development Agreement for the Harmony Subdivision. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

**d. REMOVED - 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.”

**7. ADJOURNMENT:**

Mayor Pro Tem Voronin adjourned the meeting 6:20 p.m.

**Town Council approved the September 26, 2017, Town Council Meeting Minutes on October 24, 2017.**

**TOWN OF TIMNATH**

__________________________
Jill Grossman-Belisle, Mayor

**ATTEST:**

__________________________
Milissa Peters, CMC
Town Clerk
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Story Design Inc</td>
<td>2025</td>
<td>971</td>
<td>One Sheet</td>
<td>08/31/2017</td>
<td>508.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>08/31/2017</td>
<td>508.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>08/31/2017</td>
<td>508.75</td>
</tr>
<tr>
<td>4Rivers Equipment</td>
<td>323469</td>
<td>490</td>
<td>Hitch for Stage</td>
<td>08/31/2017</td>
<td>1,255.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>08/31/2017</td>
<td>1,255.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>08/31/2017</td>
<td>1,255.00</td>
</tr>
<tr>
<td>Accuracy Enterprises</td>
<td>09272017</td>
<td>413</td>
<td>2017 Pistol and Carbine Training</td>
<td>09/30/2017</td>
<td>540.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>540.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>540.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>540.00</td>
</tr>
<tr>
<td>AJ's Backflow Testing</td>
<td>7583</td>
<td>658</td>
<td>2017 backflow testing</td>
<td>08/31/2017</td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>08/31/2017</td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>08/31/2017</td>
<td>150.00</td>
</tr>
<tr>
<td>AllStream</td>
<td>14903563</td>
<td>576</td>
<td>Sep 2017 Phone Service</td>
<td>09/30/2017</td>
<td>406.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>406.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>406.01</td>
</tr>
<tr>
<td>alm2s</td>
<td>6595</td>
<td>912</td>
<td>New Town Hall Building</td>
<td>09/30/2017</td>
<td>892.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>892.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>892.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>10,117.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>10,117.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09/30/2017</td>
<td>11,009.45</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>----------------</td>
<td>------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>Alsco</td>
<td>LLAR1230271</td>
<td>2017 Mat Service</td>
<td>09/30/2017</td>
<td>59.56</td>
<td></td>
</tr>
<tr>
<td>Alsco</td>
<td>LLAR1233474</td>
<td>2017 Mat Service</td>
<td>10/31/2017</td>
<td>59.56</td>
<td></td>
</tr>
<tr>
<td>Apex Pavement Solutions</td>
<td>176-678</td>
<td>Apex Pavement Solutions 2017 Road Maintenance</td>
<td>09/30/2017</td>
<td>11,065.00</td>
<td></td>
</tr>
<tr>
<td>Apex Pavement Solutions</td>
<td>176-679</td>
<td>Apex Pavement Solutions 2017 Road Maintenance</td>
<td>09/30/2017</td>
<td>32,178.00</td>
<td></td>
</tr>
<tr>
<td>AT&amp;T MOBILITY</td>
<td>09252017</td>
<td>Sep 2017 Admin Cell Phones</td>
<td>09/30/2017</td>
<td>98.05</td>
<td></td>
</tr>
<tr>
<td>AT&amp;T MOBILITY</td>
<td>09252017</td>
<td>Sep 2017 Admin Misc Cell Phone</td>
<td>09/30/2017</td>
<td>42.00</td>
<td></td>
</tr>
<tr>
<td>AT&amp;T MOBILITY</td>
<td>09252017</td>
<td>Sep 2017 Public Safety Cell Phon</td>
<td>09/30/2017</td>
<td>502.70</td>
<td></td>
</tr>
<tr>
<td>AT&amp;T MOBILITY</td>
<td>09252017</td>
<td>Sep 2017 PW Cell Phones</td>
<td>09/30/2017</td>
<td>293.52</td>
<td></td>
</tr>
<tr>
<td>Ayres Associates</td>
<td>170775</td>
<td>Master Drainage Plan</td>
<td>09/30/2017</td>
<td>17,258.60</td>
<td></td>
</tr>
<tr>
<td>Brownstein Hyatt Farber Schreck</td>
<td>681481</td>
<td>2017 Special Counsel - Annexatio</td>
<td>08/31/2017</td>
<td>3,069.88</td>
<td></td>
</tr>
<tr>
<td>Brownstein Hyatt Farber Schreck</td>
<td>692790</td>
<td>2017 Special Counsel - Annexatio</td>
<td>08/31/2017</td>
<td>6,894.65</td>
<td></td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------</td>
<td>------------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Total Brownstein Hyatt Farber Schreck:</strong></td>
<td></td>
<td></td>
<td></td>
<td>9,964.53</td>
<td></td>
</tr>
<tr>
<td><strong>Bruen Media Group LLC</strong></td>
<td>13422</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>711 Bruen Media Group LLC</td>
<td>13422</td>
<td>Sep 2017 Fall Newsletter</td>
<td>09/30/2017</td>
<td>1,026.25</td>
<td></td>
</tr>
<tr>
<td>711 Bruen Media Group LLC</td>
<td>13422</td>
<td>Sep 2017 Economic Development</td>
<td>09/30/2017</td>
<td>770.00</td>
<td></td>
</tr>
<tr>
<td>711 Bruen Media Group LLC</td>
<td>13422</td>
<td>Sep 2017 Taste in Timnath Postcard</td>
<td>09/30/2017</td>
<td>623.37</td>
<td></td>
</tr>
<tr>
<td>711 Bruen Media Group LLC</td>
<td>13422</td>
<td>Sep 2017 Town Celebrations</td>
<td>09/30/2017</td>
<td>330.00</td>
<td></td>
</tr>
<tr>
<td>711 Bruen Media Group LLC</td>
<td>13422</td>
<td>Sep 2017 Website Upgrades</td>
<td>09/30/2017</td>
<td>4,180.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total 13422:</strong></td>
<td></td>
<td></td>
<td></td>
<td>6,929.62</td>
<td></td>
</tr>
<tr>
<td><strong>Total Bruen Media Group LLC:</strong></td>
<td></td>
<td></td>
<td></td>
<td>6,929.62</td>
<td></td>
</tr>
<tr>
<td><strong>CLIFTONLARSONALLEN LLP</strong></td>
<td>1623879</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>580 CLIFTONLARSONALLEN LLP</td>
<td>1623879</td>
<td>Aug 2017 Financial Consultants F</td>
<td>08/31/2017</td>
<td>6,303.70</td>
<td></td>
</tr>
<tr>
<td>580 CLIFTONLARSONALLEN LLP</td>
<td>1623879</td>
<td>Aug 2017 Financial Consultants F</td>
<td>08/31/2017</td>
<td>27,564.25</td>
<td></td>
</tr>
<tr>
<td>580 CLIFTONLARSONALLEN LLP</td>
<td>1623879</td>
<td>Aug 2017 Financial Consultants A</td>
<td>08/31/2017</td>
<td>910.18</td>
<td></td>
</tr>
<tr>
<td>580 CLIFTONLARSONALLEN LLP</td>
<td>1623879</td>
<td>Aug 2017 Financial Consultants -</td>
<td>08/31/2017</td>
<td>4,806.75</td>
<td></td>
</tr>
<tr>
<td><strong>Total 1623879:</strong></td>
<td></td>
<td></td>
<td></td>
<td>26,977.48</td>
<td></td>
</tr>
<tr>
<td><strong>Total CLIFTONLARSONALLEN LLP:</strong></td>
<td></td>
<td></td>
<td></td>
<td>26,977.48</td>
<td></td>
</tr>
<tr>
<td><strong>COLORADO MOSQUITO CONTROL</strong></td>
<td>PI-A0003284</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>113 COLORADO MOSQUITO CONTR</td>
<td>PI-A00003284</td>
<td>2017 Mosquito control</td>
<td>09/30/2017</td>
<td>5,550.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total PI-A00003284:</strong></td>
<td></td>
<td></td>
<td></td>
<td>5,550.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total COLORADO MOSQUITO CONTROL:</strong></td>
<td></td>
<td></td>
<td></td>
<td>5,550.00</td>
<td></td>
</tr>
<tr>
<td><strong>Colorado State University</strong></td>
<td>EQL: 3922</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>666 Colorado State University</td>
<td>EQL: 3922</td>
<td>2017 Reservoir water testing</td>
<td>09/30/2017</td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total EQL: 3922:</strong></td>
<td></td>
<td></td>
<td></td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td><strong>EQL: 3930</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>666 Colorado State University</td>
<td>EQL: 3930</td>
<td>2017 Reservoir water testing</td>
<td>09/30/2017</td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total EQL: 3930:</strong></td>
<td></td>
<td></td>
<td></td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td><strong>EQL: 3943</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>666 Colorado State University</td>
<td>EQL: 3943</td>
<td>2017 Reservoir water testing</td>
<td>10/31/2017</td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total EQL: 3943:</strong></td>
<td></td>
<td></td>
<td></td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Colorado State University:</strong></td>
<td></td>
<td></td>
<td></td>
<td>210.00</td>
<td></td>
</tr>
<tr>
<td><strong>Connell Resources, Inc</strong></td>
<td>2171035-RET</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>807 Connell Resources, Inc</td>
<td>2171035-RET</td>
<td>Road Overlay Program-Retainage</td>
<td>10/31/2017</td>
<td>10,872.25</td>
<td></td>
</tr>
<tr>
<td><strong>Total 2171035-RET:</strong></td>
<td></td>
<td></td>
<td></td>
<td>10,872.25</td>
<td></td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------------------------------------</td>
<td>----------------</td>
<td>-----------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Connell Resources, Inc:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,872.25</td>
</tr>
<tr>
<td>Coren Printing, Inc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22139</td>
<td>Coren Printing, Inc.</td>
<td>22139</td>
<td>Name plate ofr Lisa Bard</td>
<td>09/30/2017</td>
<td>11.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 22139:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11.00</td>
</tr>
<tr>
<td>Total Coren Printing, Inc.:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11.00</td>
</tr>
<tr>
<td>Coyote Ridge Construction, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAY APP 3</td>
<td>Coyote Ridge Construction, LLC</td>
<td>PAY APP 3</td>
<td>Old Town Sewer Improvements P</td>
<td>09/30/2017</td>
<td>21,054.90</td>
</tr>
<tr>
<td></td>
<td>Coyote Ridge Construction, LLC</td>
<td>PAY APP 3</td>
<td>Old Town Sewer Improvements P</td>
<td>09/30/2017</td>
<td>421,097.44</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total PAY APP 3:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>400,042.54</td>
</tr>
<tr>
<td>Total Coyote Ridge Construction, LLC:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>400,042.54</td>
</tr>
<tr>
<td>DBC Irrigation Supply</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S2849491.001</td>
<td>DBC Irrigation Supply</td>
<td>S2849491.001</td>
<td>Spinkler Supplies</td>
<td>09/30/2017</td>
<td>10.91</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total S2849491.001:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10.91</td>
</tr>
<tr>
<td>Total DBC Irrigation Supply:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10.91</td>
</tr>
<tr>
<td>DigeTeks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5703</td>
<td>DigeTeks</td>
<td>5703</td>
<td>Set-up</td>
<td>08/31/2017</td>
<td>1,620.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 5703:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,620.00</td>
</tr>
<tr>
<td>Total DigeTeks:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,620.00</td>
</tr>
<tr>
<td>EARTH ENGINEERING CONSULTANTS,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1164104.15</td>
<td>EARTH ENGINEERING CONSUL</td>
<td>1164104.15</td>
<td>Harmony road Phase III</td>
<td>09/30/2017</td>
<td>546.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 1164104.15:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>546.30</td>
</tr>
<tr>
<td>Total EARTH ENGINEERING CONSULTANTS,:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>546.30</td>
</tr>
<tr>
<td>Fine Tree Service, Inc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37348</td>
<td>Fine Tree Service, Inc.</td>
<td>37348</td>
<td>2017 Tree care</td>
<td>08/31/2017</td>
<td>500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 37348:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500.00</td>
</tr>
<tr>
<td>37550</td>
<td>Fine Tree Service, Inc.</td>
<td>37550</td>
<td>2017 Clean up day</td>
<td>08/31/2017</td>
<td>2,880.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 37550:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,880.00</td>
</tr>
<tr>
<td>37807</td>
<td>Fine Tree Service, Inc.</td>
<td>37807</td>
<td>2017 Tree care</td>
<td>10/31/2017</td>
<td>800.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Town of Timnath

## Payment Approval Report - Check Register

**Report dates:** 8/1/2017-10/31/2017  
**Oct 10, 2017 02:43PM**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 37807:</td>
</tr>
<tr>
<td>37808</td>
<td>Fine Tree Service, Inc.</td>
<td>37808</td>
<td>2017 Tree care</td>
<td>10/31/2017</td>
<td>1,510.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 37808:</td>
</tr>
<tr>
<td>37883</td>
<td>Fine Tree Service, Inc.</td>
<td>37883</td>
<td>2017 Tree care</td>
<td>10/31/2017</td>
<td>910.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 37883:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Fine Tree Service, Inc.: 6,600.00</td>
</tr>
</tbody>
</table>

**Fort Collins Dodge**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>180400</td>
<td>Fort Collins Dodge</td>
<td>180400</td>
<td>2017 Dodge Recall and Service</td>
<td>09/30/2017</td>
<td>122.99</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 180400:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Fort Collins Dodge: 122.99</td>
</tr>
</tbody>
</table>

**Game Time**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PJI-0066238</td>
<td>Game Time</td>
<td>PJI-0066238</td>
<td>Swing for community park</td>
<td>08/31/2017</td>
<td>605.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total PJI-0066238:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Game Time: 605.00</td>
</tr>
</tbody>
</table>

**GBSM**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>81722</td>
<td>GBSM</td>
<td>81722</td>
<td>Aug 2017 Special Counsel</td>
<td>08/31/2017</td>
<td>1,140.44</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 81722:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total GBSM:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,140.44</td>
</tr>
</tbody>
</table>

**Hospital Couriers Denver, LLC**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>127366</td>
<td>Hospital Couriers Denver, LLC</td>
<td>127366</td>
<td>Sep 2017 Plan Delivery-Timnath</td>
<td>09/30/2017</td>
<td>23.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sep 2017 Plan Delivery - Fischer</td>
<td>09/30/2017</td>
<td>282.46</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sep 2017 Pan Delivery - Wendy's</td>
<td>09/30/2017</td>
<td>66.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 127366:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>371.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Hospital Couriers Denver, LLC: 371.71</td>
</tr>
</tbody>
</table>

**Houska Automotive Services Inc**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>168638</td>
<td>Houska Automotive Services Inc</td>
<td>168638</td>
<td>Tire Repair</td>
<td>09/30/2017</td>
<td>278.58</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 168638:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>278.58</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>168701</td>
<td>Houska Automotive Services Inc</td>
<td>168701</td>
<td>Police vehicle oil change</td>
<td>09/30/2017</td>
<td>86.26</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 168701:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>86.26</td>
</tr>
</tbody>
</table>
### Town of Timnath

**Payment Approval Report - Check Register**

Report dates: 8/1/2017-10/31/2017

Oct 10, 2017  02:43PM

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total 168701:</td>
<td></td>
<td></td>
<td></td>
<td>86.26</td>
</tr>
<tr>
<td>168990</td>
<td></td>
<td>348 Houska Automotive Services Inc</td>
<td>168990 Police vehicle oil change</td>
<td>09/30/2017</td>
<td>94.53</td>
</tr>
<tr>
<td></td>
<td>Total 168990:</td>
<td></td>
<td></td>
<td></td>
<td>94.53</td>
</tr>
<tr>
<td>169691</td>
<td></td>
<td>348 Houska Automotive Services Inc</td>
<td>169691 Police vehicle oil change</td>
<td>09/30/2017</td>
<td>94.51</td>
</tr>
<tr>
<td></td>
<td>Total 169691:</td>
<td></td>
<td></td>
<td></td>
<td>94.51</td>
</tr>
<tr>
<td></td>
<td>Total Houska Automotive Services Inc:</td>
<td></td>
<td></td>
<td></td>
<td>553.88</td>
</tr>
</tbody>
</table>

#### Larimer County Road and Bridge

2017-09

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>359</td>
<td>Larimer County Road and Bridge</td>
<td>2017-09 2016-2017 snow removal</td>
<td></td>
<td>09/30/2017</td>
<td>8,476.29</td>
</tr>
<tr>
<td></td>
<td>Total 2017-09:</td>
<td></td>
<td></td>
<td></td>
<td>8,476.29</td>
</tr>
<tr>
<td></td>
<td>Total Larimer County Road and Bridge:</td>
<td></td>
<td></td>
<td></td>
<td>8,476.29</td>
</tr>
</tbody>
</table>

#### LARIMER COUNTY SALES/USE TAX

SEP 2017

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>LARIMER COUNTY SALES/USE</td>
<td>SEP 2017 Sep 2017 Larimer Use Tax Admin</td>
<td></td>
<td>09/30/2017</td>
<td>23,605.35</td>
</tr>
<tr>
<td>22</td>
<td>LARIMER COUNTY SALES/USE</td>
<td>SEP 2017 Sep 2017 Larimer Use Tax Admin</td>
<td></td>
<td>09/30/2017</td>
<td>786.77-</td>
</tr>
<tr>
<td></td>
<td>Total SEP 2017:</td>
<td></td>
<td></td>
<td></td>
<td>22,818.58</td>
</tr>
<tr>
<td></td>
<td>Total LARIMER COUNTY SALES/USE TAX:</td>
<td></td>
<td></td>
<td></td>
<td>22,818.58</td>
</tr>
</tbody>
</table>

#### Law Office of Avi S. Rocklin, LLC

1410

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>915</td>
<td>Law Office of Avi S. Rocklin, LLC</td>
<td>1410 Sep 2017 Prosecutor Services</td>
<td></td>
<td>09/30/2017</td>
<td>1,126.00</td>
</tr>
<tr>
<td></td>
<td>Total 1410:</td>
<td></td>
<td></td>
<td></td>
<td>1,126.00</td>
</tr>
<tr>
<td></td>
<td>Total Law Office of Avi S. Rocklin, LLC:</td>
<td></td>
<td></td>
<td></td>
<td>1,126.00</td>
</tr>
</tbody>
</table>

#### Lisa R Crocker

2043

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>801</td>
<td>Lisa R Crocker</td>
<td>2043 Aug 2017 Subscribe/mail feature</td>
<td></td>
<td>08/31/2017</td>
<td>882.00</td>
</tr>
<tr>
<td></td>
<td>Total 2043:</td>
<td></td>
<td></td>
<td></td>
<td>882.00</td>
</tr>
</tbody>
</table>

2054

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>801</td>
<td>Lisa R Crocker</td>
<td>2054 Sep 2017 Subscribe/mail feature</td>
<td></td>
<td>09/30/2017</td>
<td>859.00</td>
</tr>
<tr>
<td></td>
<td>Total 2054:</td>
<td></td>
<td></td>
<td></td>
<td>859.00</td>
</tr>
</tbody>
</table>

CR08142017

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>801</td>
<td>Lisa R Crocker</td>
<td>CR08142017 Credit</td>
<td></td>
<td>08/31/2017</td>
<td>905.00-</td>
</tr>
<tr>
<td></td>
<td>Total CR08142017:</td>
<td></td>
<td></td>
<td></td>
<td>905.00-</td>
</tr>
<tr>
<td></td>
<td>Total Lisa R Crocker:</td>
<td></td>
<td></td>
<td></td>
<td>836.00</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Lucerne, Inc</td>
<td></td>
<td>10891</td>
<td>Weed Spraying</td>
<td>08/31/2017</td>
<td>1,022.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mantooth Marketing Company</td>
<td></td>
<td>INV-2005</td>
<td>2017 4th of July</td>
<td>08/31/2017</td>
<td>605.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mantooth Marketing Company</td>
<td></td>
<td>INV-2006</td>
<td>2017 Timnath PR</td>
<td>08/31/2017</td>
<td>93.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mantooth Marketing Company</td>
<td></td>
<td>INV-2007</td>
<td>2017 Concert Series</td>
<td>08/31/2017</td>
<td>316.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mantooth Marketing Company</td>
<td></td>
<td>INV-2008</td>
<td>2017 Taste in Timnath</td>
<td>08/31/2017</td>
<td>12,218.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARCH, OLIVE &amp; PHARRIS, LLC</td>
<td></td>
<td>143372</td>
<td>Aug and Sep 2017 Judge</td>
<td>09/30/2017</td>
<td>660.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MHO Networks</td>
<td></td>
<td>512794</td>
<td>MHO service</td>
<td>08/31/2017</td>
<td>1,099.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MILISSA PETERS</td>
<td></td>
<td>SEP 2017</td>
<td>Sep 2017 mileage reimbursement</td>
<td>09/30/2017</td>
<td>29.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neopost USA Inc</td>
<td></td>
<td>55156677</td>
<td>Oct 2017 Postage Meter Lease</td>
<td>10/31/2017</td>
<td>56.31</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>-----------------</td>
<td>------------------------</td>
<td>----------------</td>
<td>---------------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Total 55156677:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>56.31</td>
</tr>
<tr>
<td>Total Neopost USA Inc:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>56.31</td>
</tr>
<tr>
<td>NOCO Storage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS OCT 2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>833</td>
<td>NOCO Storage</td>
<td>PS OCT 2017</td>
<td>Sep 2017 PS Storage Unit</td>
<td>10/31/2017</td>
<td>322.00</td>
</tr>
<tr>
<td>Total PS OCT 2017:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>322.00</td>
</tr>
<tr>
<td>PW-OCT 2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>833</td>
<td>NOCO Storage</td>
<td>PW-OCT 2017</td>
<td>Sep 2017 PW Storage Unit</td>
<td>10/31/2017</td>
<td>350.00</td>
</tr>
<tr>
<td>Total PW-OCT 2017:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>350.00</td>
</tr>
<tr>
<td>Total NOCO Storage:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>672.00</td>
</tr>
<tr>
<td>North Weld County Water District</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3241001-092017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>709</td>
<td>North Weld County Water District</td>
<td>3241001-092017</td>
<td>Sep 2017 Water services at Wild</td>
<td>09/30/2017</td>
<td>19.20</td>
</tr>
<tr>
<td>Total 3241001-092017:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19.20</td>
</tr>
<tr>
<td>3242001-092017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>709</td>
<td>North Weld County Water District</td>
<td>3242001-092017</td>
<td>Sep 2017 Water services at Wild</td>
<td>09/30/2017</td>
<td>19.20</td>
</tr>
<tr>
<td>Total 3242001-092017:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19.20</td>
</tr>
<tr>
<td>Total North Weld County Water District:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>38.40</td>
</tr>
<tr>
<td>Northern Colorado Air, Inc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>140030</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>654</td>
<td>Northern Colorado Air, Inc</td>
<td>140030</td>
<td>Repair Air Conditioner</td>
<td>08/31/2017</td>
<td>220.24</td>
</tr>
<tr>
<td>Total 140030:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>220.24</td>
</tr>
<tr>
<td>Total Northern Colorado Air, Inc:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>220.24</td>
</tr>
<tr>
<td>PLS Group</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3845</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>883</td>
<td>PLS Group</td>
<td>3845</td>
<td>3rd Ave Annexation</td>
<td>09/30/2017</td>
<td>1,550.00</td>
</tr>
<tr>
<td>Total 3845:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,550.00</td>
</tr>
<tr>
<td>Total PLS Group:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,550.00</td>
</tr>
<tr>
<td>PORTABLE RENTAL SYSTEMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>58581</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>143</td>
<td>PORTABLE RENTAL SYSTEMS</td>
<td>58581</td>
<td>Oct 2017 Porta-potty service</td>
<td>10/31/2017</td>
<td>302.00</td>
</tr>
<tr>
<td>Total 58581:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>302.00</td>
</tr>
<tr>
<td>Total PORTABLE RENTAL SYSTEMS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>302.00</td>
</tr>
<tr>
<td>RAM WASTE SYSTEMS, INC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OCT 2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>344</td>
<td>RAM WASTE SYSTEMS, INC</td>
<td>OCT 2017</td>
<td>OCT 2017 waste removal services</td>
<td>10/31/2017</td>
<td>41.00</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------</td>
<td>----------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>344</td>
<td>RAM WASTE SYSTEMS, INC</td>
<td>OCT 2017</td>
<td>Oct 2017 waste removal services-</td>
<td>10/31/2017</td>
<td>196.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total OCT 2017: 237.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total RAM WASTE SYSTEMS, INC: 237.00</td>
</tr>
<tr>
<td></td>
<td>Recreation Electrical</td>
<td>3320</td>
<td>Radar Repairs</td>
<td>09/30/2017</td>
<td>429.95</td>
</tr>
<tr>
<td></td>
<td>SAFEbuilt Colorado, Inc.</td>
<td>35115-IN</td>
<td>Sep 2017 Code Enforcement</td>
<td>09/30/2017</td>
<td>1,300.00</td>
</tr>
<tr>
<td>12</td>
<td>SAFEbuilt Colorado, Inc.</td>
<td>35115-IN</td>
<td>Sep 2017 Code Enforcement</td>
<td>09/30/2017</td>
<td>1,300.00</td>
</tr>
<tr>
<td></td>
<td>Sandi Bishop</td>
<td>15</td>
<td>Sep 2017 Public Restroom Cleani</td>
<td>09/30/2017</td>
<td>480.00</td>
</tr>
<tr>
<td></td>
<td>SECURITY AND SOUND DESIGN</td>
<td>30717</td>
<td>3rd Qtr 2017 Fire Monitoring &amp; Ins</td>
<td>09/30/2017</td>
<td>120.00</td>
</tr>
<tr>
<td></td>
<td>Staples Advantage</td>
<td>3352219317</td>
<td>Admin office supplies</td>
<td>09/30/2017</td>
<td>61.06</td>
</tr>
<tr>
<td>759</td>
<td>Staples Advantage</td>
<td>3352219317</td>
<td>Admin office supplies</td>
<td>09/30/2017</td>
<td>61.06</td>
</tr>
<tr>
<td>759</td>
<td>Staples Advantage</td>
<td>3352219318</td>
<td>Admin office supplies</td>
<td>09/30/2017</td>
<td>8.29</td>
</tr>
<tr>
<td>3352828561</td>
<td>Staples Advantage</td>
<td>3352828561</td>
<td>Admin office supplies- Credit</td>
<td>09/30/2017</td>
<td>4.23-</td>
</tr>
<tr>
<td>759</td>
<td>Staples Advantage</td>
<td>3353453246</td>
<td>Admin office supplies</td>
<td>09/30/2017</td>
<td>51.99</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------</td>
<td>----------------</td>
<td>------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 3353453246:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>51.99</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3353453247</td>
</tr>
<tr>
<td>759</td>
<td>Staples Advantage</td>
<td>3353453247</td>
<td>Admin office supplies</td>
<td>09/30/2017</td>
<td>9.49</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 3353453247:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3353453248</td>
</tr>
<tr>
<td>759</td>
<td>Staples Advantage</td>
<td>3353453248</td>
<td>Admin office supplies</td>
<td>09/30/2017</td>
<td>45.02</td>
</tr>
<tr>
<td>759</td>
<td>Staples Advantage</td>
<td>3353453248</td>
<td>Public Safety Office supplies</td>
<td>09/30/2017</td>
<td>47.34</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 3353453248:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3353453249</td>
</tr>
<tr>
<td>759</td>
<td>Staples Advantage</td>
<td>3353453249</td>
<td>Public Safety Office supplies</td>
<td>09/30/2017</td>
<td>13.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 3353453249:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Staples Advantage:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>State of Colorado - Dept of Public Health</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ODER CLASS</td>
</tr>
<tr>
<td>968</td>
<td>State of Colorado - Dept of Public Health</td>
<td>ODER CLASS</td>
<td>Odor Training</td>
<td>10/31/2017</td>
<td>153.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total ODER CLASS:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total State of Colorado - Dept of Public Health:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Susan Bieber</td>
</tr>
<tr>
<td>969</td>
<td>Susan Bieber</td>
<td>SEP 2017</td>
<td>Sep 2017 Mileage Reimbursement</td>
<td>09/30/2017</td>
<td>47.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total SEP 2017:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Susan Bieber:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Symbol Arts</td>
</tr>
<tr>
<td>292043-IN</td>
<td>Symbol Arts</td>
<td>292043-IN</td>
<td>New officer badges</td>
<td>08/31/2017</td>
<td>310.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 292043-IN:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Symbol Arts:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Telco of the Rockies</td>
</tr>
<tr>
<td>100960</td>
<td>Telco of the Rockies</td>
<td>100960</td>
<td>Service Call</td>
<td>09/30/2017</td>
<td>120.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 100960:</td>
</tr>
<tr>
<td>101043</td>
<td>Telco of the Rockies</td>
<td>101043</td>
<td>Service Call</td>
<td>09/30/2017</td>
<td>240.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 101043:</td>
</tr>
<tr>
<td>101075</td>
<td>Telco of the Rockies</td>
<td>101075</td>
<td>Service Call</td>
<td>09/30/2017</td>
<td>120.00</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>120.00</td>
</tr>
<tr>
<td>101159</td>
<td>Telco of the Rockies</td>
<td>101159</td>
<td>Service Call</td>
<td>09/30/2017</td>
<td>120.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>600.00</td>
</tr>
<tr>
<td></td>
<td>THE CACHE LA POURDRE RESERVIOR</td>
<td></td>
<td></td>
<td></td>
<td>9,207.41</td>
</tr>
<tr>
<td>OCT 2017</td>
<td>THE CACHE LA POURDRE RESERVIOR</td>
<td>OCT 2017</td>
<td>Oct 2017 Lease Payment</td>
<td>10/31/2017</td>
<td>9,207.41</td>
</tr>
<tr>
<td>1631-092117</td>
<td>Thorp Associates PC</td>
<td>1631-092117</td>
<td>Sep 2017- Phase II Professional F</td>
<td>09/30/2017</td>
<td>1,459.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,459.10</td>
</tr>
<tr>
<td></td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td></td>
<td></td>
<td></td>
<td>17,668.93</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Village Homes</td>
<td>09/30/2017</td>
<td>514.17</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 DR Horton</td>
<td>09/30/2017</td>
<td>513.63</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 WildWing</td>
<td>09/30/2017</td>
<td>388.97</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Serratoga</td>
<td>09/30/2017</td>
<td>588.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Timnath Ladnings</td>
<td>09/30/2017</td>
<td>906.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Timnath Ranch</td>
<td>09/30/2017</td>
<td>1,269.10</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Fischer</td>
<td>09/30/2017</td>
<td>252.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Harmony 3rd</td>
<td>09/30/2017</td>
<td>2,996.56</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Calatlantic</td>
<td>09/30/2017</td>
<td>1,008.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Timnath Trail</td>
<td>09/30/2017</td>
<td>504.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Fewell Feldmna</td>
<td>09/30/2017</td>
<td>756.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Harmony</td>
<td>09/30/2017</td>
<td>495.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 WildWing</td>
<td>09/30/2017</td>
<td>45.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Serratoga</td>
<td>09/30/2017</td>
<td>90.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Timnath Ladnings</td>
<td>09/30/2017</td>
<td>1,410.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Fischer</td>
<td>09/30/2017</td>
<td>150.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Harmony 3rd</td>
<td>09/30/2017</td>
<td>307.50</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Calatlantic</td>
<td>09/30/2017</td>
<td>180.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Fewell Feldmna</td>
<td>09/30/2017</td>
<td>2,310.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 Ranch View</td>
<td>09/30/2017</td>
<td>2,220.00</td>
</tr>
<tr>
<td>REM-SEP 2017</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>REM-SEP 201</td>
<td>REM-Sep 2017 General</td>
<td>09/30/2017</td>
<td>765.00</td>
</tr>
</tbody>
</table>

Total REM-SEP 2017: 17,668.93

SEP 2017

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>SEP 2017</td>
<td>Sep 2017 Engineering Deferral</td>
<td>09/30/2017</td>
<td>5,015.77-</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>SEP 2017</td>
<td>Sep 2017 Public Works Director D</td>
<td>09/30/2017</td>
<td>3,548.84-</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>SEP 2017</td>
<td>Sep 2017 Summerfield Parkway</td>
<td>09/30/2017</td>
<td>1,200.00</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>SEP 2017</td>
<td>Sep 2017 Old Town Improvement</td>
<td>09/30/2017</td>
<td>22,113.77</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINEERS</td>
<td>SEP 2017</td>
<td>Sep 2017 Old Town Improvement</td>
<td>09/30/2017</td>
<td>405.00</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>-----------------</td>
<td>---------------------------------</td>
<td>----------------</td>
<td>------------------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Old Town Improvement</td>
<td>09/30/2017</td>
<td>3,711.68</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Harmony Road PH III</td>
<td>09/30/2017</td>
<td>4,441.81</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Signage and Monument</td>
<td>09/30/2017</td>
<td>667.50</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Severance Annexation</td>
<td>09/30/2017</td>
<td>75.00</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Aug 2017 General Engineering</td>
<td>09/30/2017</td>
<td>13,171.08</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Planning Services</td>
<td>09/30/2017</td>
<td>32,208.80</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Public Works Director</td>
<td>09/30/2017</td>
<td>11,184.61</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Master Planning Study</td>
<td>09/30/2017</td>
<td>135.00</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Timnath Reservoir Trail</td>
<td>09/30/2017</td>
<td>660.00</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Timnath South Regional</td>
<td>09/30/2017</td>
<td>1,685.49</td>
</tr>
<tr>
<td>406</td>
<td>TST, INC CONSULTING ENGINE</td>
<td>SEP 2017</td>
<td>Sep 2017 Wildwing Park</td>
<td>09/30/2017</td>
<td>173.00</td>
</tr>
</tbody>
</table>

Total SEP 2017: 84,639.96
Total TST, INC CONSULTING ENGINEERS: 102,308.89

Verizon Wireless
9793327543

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>810</td>
<td>9793327543</td>
<td>Sep 2017 Wireless Air Cards</td>
<td>09/30/2017</td>
<td>298.55</td>
</tr>
</tbody>
</table>

Total 9793327543: 298.55
Total Verizon Wireless: 298.55

W L Contractors Inc.
30366

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>177</td>
<td>30366</td>
<td>2017 Signal Maintenance</td>
<td>09/30/2017</td>
<td>1,722.45</td>
</tr>
</tbody>
</table>

Total 30366: 1,722.45
Total W L Contractors Inc.: 1,722.45

WHITE, BEAR, ANKELE, PC, ATTORNEYS AT LA
REM-SEP 2017

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>543</td>
<td>REM-SEP 201</td>
<td>REM- Sep 2017 Fischer</td>
<td>09/30/2017</td>
<td>187.50</td>
</tr>
<tr>
<td>543</td>
<td>REM-SEP 201</td>
<td>REM- Sep 2017 Harmony</td>
<td>09/30/2017</td>
<td>1,006.00</td>
</tr>
<tr>
<td>543</td>
<td>REM-SEP 201</td>
<td>REM - Sep 2017 Timnath Landing</td>
<td>09/30/2017</td>
<td>3,477.50</td>
</tr>
<tr>
<td>543</td>
<td>REM-SEP 201</td>
<td>REM - Sep 2017 Fewell/Feldman</td>
<td>09/30/2017</td>
<td>2,812.50</td>
</tr>
</tbody>
</table>

Total REM-SEP 2017: 7,483.50

SEP 2017

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>543</td>
<td>SEP 2017</td>
<td>Sep 2017 Legal Deferral</td>
<td>09/30/2017</td>
<td>1,546.59</td>
</tr>
<tr>
<td>543</td>
<td>SEP 2017</td>
<td>Sep 2017 General Legal</td>
<td>09/30/2017</td>
<td>22,705.00</td>
</tr>
<tr>
<td>543</td>
<td>SEP 2017</td>
<td>Sep 2017 General Legal Admin F</td>
<td>09/30/2017</td>
<td>567.63</td>
</tr>
<tr>
<td>543</td>
<td>SEP 2017</td>
<td>Sep 2017 General Legal- TDA</td>
<td>09/30/2017</td>
<td>1,950.00</td>
</tr>
<tr>
<td>543</td>
<td>SEP 2017</td>
<td>Sep 2017 General Legal Admin F</td>
<td>09/30/2017</td>
<td>48.75</td>
</tr>
<tr>
<td>543</td>
<td>SEP 2017</td>
<td>Sep 2017 Severance Annex</td>
<td>09/30/2017</td>
<td>1,537.50</td>
</tr>
<tr>
<td>543</td>
<td>SEP 2017</td>
<td>Sep 2017 Tabor Election</td>
<td>09/30/2017</td>
<td>9,847.50</td>
</tr>
<tr>
<td>543</td>
<td>SEP 2017</td>
<td>Sep 2017 Sales Tax Code</td>
<td>09/30/2017</td>
<td>140.00</td>
</tr>
<tr>
<td>543</td>
<td>SEP 2017</td>
<td>Sep 2017 Out of Scope Admin Fe</td>
<td>09/30/2017</td>
<td>475.21</td>
</tr>
</tbody>
</table>

Total SEP 2017: 35,725.00
Total WHITE, BEAR, ANKELE, PC, ATTORNEYS AT LA: 43,208.50
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xcel Energy</td>
<td>Xcel Energy</td>
<td>557784063</td>
<td>Aug 2017 3909 Main Street</td>
<td>08/31/2017</td>
<td>16.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16.15</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>Xcel Energy</td>
<td>558150195</td>
<td>Aug 2017 4100 Main Street</td>
<td>08/31/2017</td>
<td>224.98</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>224.98</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>Xcel Energy</td>
<td>558246490</td>
<td>Aug 2017 5096 County Road 38</td>
<td>08/31/2017</td>
<td>90.36</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>90.36</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>Xcel Energy</td>
<td>558684126</td>
<td>Aug 2017 4104 Main Street</td>
<td>08/31/2017</td>
<td>73.55</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>Xcel Energy</td>
<td>558684126</td>
<td>Aug 2017 5500 Summerfield Pkw</td>
<td>08/31/2017</td>
<td>200.39</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>273.94</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>Xcel Energy</td>
<td>558688985</td>
<td>July 2017 68W-7N-34-21/08</td>
<td>08/31/2017</td>
<td>32.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32.40</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>Xcel Energy</td>
<td>558816162</td>
<td>Aug 2017 2221 S County Line Ro</td>
<td>08/31/2017</td>
<td>23.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>23.40</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>Xcel Energy</td>
<td>559380573</td>
<td>Aug 2017 4800 Goodman Street</td>
<td>08/31/2017</td>
<td>811.67</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>811.67</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td>Xcel Energy</td>
<td>560313522</td>
<td>Aug 2017 Street Lights</td>
<td>08/31/2017</td>
<td>4,075.48</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,075.48</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,548.38</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>767,545.41</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
</tbody>
</table>

Dated: ______________________________________________________

Mayor: _____________________________________________________

City Council: ________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________

City Recorder: _____________________________________________________
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL COPY PRODUCTS, INC</td>
<td>AR2198668</td>
<td>Postage Meter Ink</td>
<td>10/31/2017</td>
<td>82.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APEX Shredding</td>
<td>24776</td>
<td>2017 Shredding Services</td>
<td>10/31/2017</td>
<td>40.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ChemaTox Laboratory, Inc</td>
<td>24782</td>
<td>BAC Test</td>
<td>09/30/2017</td>
<td>335.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CIRSA</td>
<td>171702</td>
<td>4th Qtr 2017 Property &amp; Casual</td>
<td>09/30/2017</td>
<td>17,684.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DBC Irrigation Supply</td>
<td>S2864741.001</td>
<td>Spinkler Supplies</td>
<td>10/31/2017</td>
<td>32.27</td>
</tr>
</tbody>
</table>

*Total ALL COPY PRODUCTS, INC: 82.94*

*Total APEX Shredding: 40.00*

*Total ChemaTox Laboratory, Inc: 335.00*

*Total CIRSA: 24,875.00*

*Total Coloradoan: 59.73*

*Total Connecting Point: 459.00*
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total S2864741.001:</td>
<td></td>
<td></td>
<td></td>
<td>32.27</td>
</tr>
<tr>
<td></td>
<td>Total DBC Irrigation Supply:</td>
<td></td>
<td></td>
<td></td>
<td>32.27</td>
</tr>
<tr>
<td></td>
<td><strong>EARTH ENGINEERING CONSULTANTS, 1164104.15</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>363</td>
<td>EARTH ENGINEERING CONSULTANTS</td>
<td>1164104.15</td>
<td>Harmony road Phase III</td>
<td>09/30/2017</td>
<td>546.30</td>
</tr>
<tr>
<td></td>
<td>Total 1164104.15:</td>
<td></td>
<td></td>
<td></td>
<td>546.30</td>
</tr>
<tr>
<td></td>
<td>Total EARTH ENGINEERING CONSULTANTS,:</td>
<td></td>
<td></td>
<td></td>
<td>546.30</td>
</tr>
<tr>
<td></td>
<td><strong>ELDORADO Artesian Springs, Inc</strong> 184473</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>867</td>
<td>ELDORADO Artesian Springs, Inc</td>
<td>184473</td>
<td>Bottled Water</td>
<td>10/31/2017</td>
<td>2.50</td>
</tr>
<tr>
<td></td>
<td>Total 184473:</td>
<td></td>
<td></td>
<td></td>
<td>2.50</td>
</tr>
<tr>
<td></td>
<td><strong>21928778</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>867</td>
<td>ELDORADO Artesian Springs, Inc</td>
<td>21928778</td>
<td>Bottled Water</td>
<td>10/31/2017</td>
<td>31.78</td>
</tr>
<tr>
<td></td>
<td>Total 21928778:</td>
<td></td>
<td></td>
<td></td>
<td>31.78</td>
</tr>
<tr>
<td></td>
<td>Total ELDORADO Artesian Springs, Inc:</td>
<td></td>
<td></td>
<td></td>
<td>34.28</td>
</tr>
<tr>
<td></td>
<td><strong>Forrest Andersen</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>834</td>
<td>Forrest Andersen</td>
<td>2017 KOGA</td>
<td>Oct 2017 Koga</td>
<td>10/31/2017</td>
<td>209.00</td>
</tr>
<tr>
<td></td>
<td>Total 2017 KOGA:</td>
<td></td>
<td></td>
<td></td>
<td>209.00</td>
</tr>
<tr>
<td></td>
<td>Total Forrest Andersen:</td>
<td></td>
<td></td>
<td></td>
<td>209.00</td>
</tr>
<tr>
<td></td>
<td><strong>FORT COLLINS LOVELAND WATER DIST 024547515-01-102017</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>FORT COLLINS LOVELAND WAT</td>
<td>024547515-01-1</td>
<td>Oct 2017 3930 Main St</td>
<td>10/31/2017</td>
<td>37.70</td>
</tr>
<tr>
<td></td>
<td>Total 024547515-01-102017:</td>
<td></td>
<td></td>
<td></td>
<td>37.70</td>
</tr>
<tr>
<td></td>
<td><strong>02455800-02-102017</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>FORT COLLINS LOVELAND WAT</td>
<td>02455800-02-1</td>
<td>Oct 2017 4104 Main Street</td>
<td>10/31/2017</td>
<td>38.40</td>
</tr>
<tr>
<td></td>
<td>Total 02455800-02-102017:</td>
<td></td>
<td></td>
<td></td>
<td>38.40</td>
</tr>
<tr>
<td></td>
<td><strong>02459127-01-102017</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>FORT COLLINS LOVELAND WAT</td>
<td>02459127-01-1</td>
<td>Oct 2017 Irrigation Weitzel St</td>
<td>10/31/2017</td>
<td>40.69</td>
</tr>
<tr>
<td></td>
<td>Total 02459127-01-102017:</td>
<td></td>
<td></td>
<td></td>
<td>40.69</td>
</tr>
<tr>
<td></td>
<td><strong>02741397-01-102017</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>FORT COLLINS LOVELAND WAT</td>
<td>02741397-01-1</td>
<td>Oct 2017 5500 Summerfield Park</td>
<td>10/31/2017</td>
<td>64.50</td>
</tr>
<tr>
<td></td>
<td>Total 02741397-01-102017:</td>
<td></td>
<td></td>
<td></td>
<td>64.50</td>
</tr>
<tr>
<td></td>
<td><strong>02745011-01-102017</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>FORT COLLINS LOVELAND WAT</td>
<td>02745011-01-1</td>
<td>Oct 2017 4800 Goodman Street</td>
<td>10/31/2017</td>
<td>153.30</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------------------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>02745011-01-102017</td>
<td>Oct 2017 Irrigation Signal Tree</td>
<td>10/31/2017</td>
<td>13.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>02745011-01-102017</td>
<td>Oct 2017 Irrigation 5990 Harmony</td>
<td>10/31/2017</td>
<td>92.63</td>
</tr>
<tr>
<td></td>
<td></td>
<td>25150471</td>
<td>Title work for Flockhart</td>
<td>09/30/2017</td>
<td>500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>839</td>
<td>General Trail Improvements</td>
<td>10/31/2017</td>
<td>30,201.77</td>
</tr>
<tr>
<td></td>
<td></td>
<td>839</td>
<td>General Trail Improvements</td>
<td>10/31/2017</td>
<td>1,510.09</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8222017</td>
<td>Pavilion Rental Return</td>
<td>08/31/2017</td>
<td>50.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3925</td>
<td>Survey and plat for flockhart Anne</td>
<td>09/30/2017</td>
<td>1,750.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>92590</td>
<td>Pocket criminal/traffic law books</td>
<td>10/31/2017</td>
<td>215.76</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Total 02745011-01-102017</td>
<td></td>
<td>153.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total 02749900-01-102017</td>
<td></td>
<td>440.62</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total LAND TITLE GUARANTEE COMPANY:</td>
<td></td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Lightfield Enterprises Inc:</td>
<td></td>
<td>28,691.68</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Misc:</td>
<td></td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total PLS Group:</td>
<td></td>
<td>1,750.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Pocket Press, Inc:</td>
<td></td>
<td>215.76</td>
<td></td>
</tr>
</tbody>
</table>

**Precision Pavement Marking**
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>GL Period Date</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>348785</td>
<td>714 Precision Pavement Marking</td>
<td>348785</td>
<td>2017 Roadway Striping</td>
<td>10/31/2017</td>
<td>24,671.79</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 348785:</td>
</tr>
<tr>
<td>348794</td>
<td>714 Precision Pavement Marking</td>
<td>348794</td>
<td>2017 Roadway Striping</td>
<td>10/31/2017</td>
<td>6,280.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 348794:</td>
</tr>
<tr>
<td>348795</td>
<td>714 Precision Pavement Marking</td>
<td>348795</td>
<td>2017 Roadway Striping</td>
<td>10/31/2017</td>
<td>6,401.53</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 348795:</td>
</tr>
<tr>
<td>348796</td>
<td>714 Precision Pavement Marking</td>
<td>348796</td>
<td>2017 Roadway Striping</td>
<td>10/31/2017</td>
<td>2,691.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 348796:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Precision Pavement Marking:</td>
</tr>
<tr>
<td>15030-CS</td>
<td>ServiceMaster Clean</td>
<td>15030-CS</td>
<td>Oct 2017 Janitorial Services</td>
<td>10/31/2017</td>
<td>588.16</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 15030-CS:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total ServiceMaster Clean:</td>
</tr>
<tr>
<td>3355404854</td>
<td>Staples Advantage</td>
<td>3355404854</td>
<td>Public Safety Office supplies</td>
<td>10/31/2017</td>
<td>128.29</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 3355404854:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Staples Advantage:</td>
</tr>
<tr>
<td>5936</td>
<td>Summit Group Event Services</td>
<td>5936</td>
<td>Training on Stage</td>
<td>10/31/2017</td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total 5936:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Summit Group Event Services:</td>
</tr>
<tr>
<td>SEP 2017</td>
<td>Teresa Richards</td>
<td>SEP 2017</td>
<td>counseling services</td>
<td>09/30/2017</td>
<td>1,050.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total SEP 2017:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Teresa Richards:</td>
</tr>
<tr>
<td>IN137173</td>
<td>United Reprographic Supply Inc</td>
<td>IN137173</td>
<td>2017 Maintenance Contract</td>
<td>10/31/2017</td>
<td>80.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total United Reprographic Supply Inc:</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>GL Period Date</td>
<td>Net Invoice Amount</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------</td>
<td>-------------</td>
<td>----------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>Total IN137173:</td>
<td></td>
<td></td>
<td></td>
<td>80.00</td>
<td></td>
</tr>
<tr>
<td>Total United Reprographic Supply Inc:</td>
<td></td>
<td></td>
<td></td>
<td>80.00</td>
<td></td>
</tr>
<tr>
<td>Waste Management</td>
<td>1476808</td>
<td>Trash Service</td>
<td>10/31/2017</td>
<td>204.03</td>
<td></td>
</tr>
<tr>
<td>678 Waste Management</td>
<td>1476808</td>
<td>Trash Service</td>
<td>10/31/2017</td>
<td>204.03</td>
<td></td>
</tr>
<tr>
<td>Total 1476808:</td>
<td></td>
<td></td>
<td></td>
<td>204.03</td>
<td></td>
</tr>
<tr>
<td>Total Waste Management:</td>
<td></td>
<td></td>
<td></td>
<td>204.03</td>
<td></td>
</tr>
<tr>
<td>Grand Totals:</td>
<td></td>
<td></td>
<td></td>
<td>101,416.38</td>
<td></td>
</tr>
</tbody>
</table>

Dated: ________________________________

Mayor: ________________________________

City Council: _________________________

                                                 ________________________________
                                                 ________________________________
                                                 ________________________________
                                                 ________________________________
                                                 ________________________________
                                                 ________________________________

City Recorder: _________________________
EXECUTIVE SUMMARY:
This proposal is to amend multiple sections of the Land Use Code:
The first set of changes are to the B-Business zoning district Land Use Table. Specifically it will change
designations for attached single-family dwelling, single-family detached dwelling, car wash, equipment rental
establishments without outdoor storage, motor vehicle repair minor, plant nurseries & greenhouses, restaurants
with drive-thru, retail fuel stations, and mini-warehouses and self-storage facilities.

Secondly there is an addition to the Use Table of the code that now includes Short Term Rentals as a use and
then provides requirements for the operation of said Short Term Rentals.

The other remaining changes are minor grammatical and technical corrections.

Future discussions at the November 14th meeting may result in further changes to these amendments to the
Land Use Code.

Staff has received public comments that are attached.

<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Presented by: Matt Blakely, Community Development Director</td>
</tr>
</tbody>
</table>

PLANNING COMMISSION ACTION ON 10/17/2017: The Timnath Land Use Code Amendments were approved by Planning Commission at its regularly scheduled meeting on 10/17/2017 unanimously by 5-0 vote with the following recommended modifications:

1. Remove the condition that places a maximum number of nights or unique reservations per month.
2. Minimum number of nights shall be 3 per reservation.
3. Any person applying for a short term rental license must notify their neighbors within 100’ of the property boundary.
4. A maximum number of licenses permitted Town wide will be based on a percentage of the number of dwelling units.
5. Events cannot be the primary use of the short term rental.
6. Proof of liability insurance to be provided at time of application.
7. No cultivation or processing of marijuana products.
8. Primary and secondary contact information of a person that is able to respond within 4 hours of any issues raised by a current renter or the Town.
9. Residential uses in the Business zoning district be PC (Permitted with Conditions). The conditions to include the option to rebuild an existing residence, but be prohibited for new projects.

-Staff would like Council to consider the maximum number of licenses Town wide to be a set number and in addition staff would like to discuss the option of limiting the number of licenses as a percentage based off the number of dwelling units per neighborhood.
STAFF RECOMMENDATION:  Staff recommends the approval of these Land Use Code Amendments.

KEY POINTS/SUPPORTING INFORMATION:
The following amendments are being recommended by Staff to the Land Use Code.

Table 4.1: Staff has determined that there are several uses in the Business Zoning District that don’t align with the intent of the area of town where the B district applies.

Therefore the following changes are being made to the land use table in the business zoning district only:

1.  Change Dwelling, attached single family from Prohibited (*) to Permitted (P)
2.  Change Dwelling, single-family detached from Prohibited (*) to Permitted (P)
3.  Change Car Wash from Conditional Use (C) to Prohibited (*)
4.  Change Equipment rental establishments without outdoor storage from Permitted (P) to Prohibited (*)
5.  Change Home Occupations from Prohibited (*) to Permitted with Conditions (PC)
6.  Change Motor Vehicle Repair Minor from Permitted (P) to Prohibited (*)
7.  Change Plant nurseries & greenhouses from Permitted (P) to Prohibited (*)
8.  Change Restaurants with drive-thru from Conditional (C) to Prohibited (*)
9.  Change Retail fuel stations from Permitted with Conditions (PC) to Prohibited (*)
10. Change Mini-warehouses and self storage from Permitted with Conditions (PC) to Prohibited (*)

There is also the addition of the use of Short Term Rentals to the list of uses within the table. The use of a Short Term Rental will be Permitted with Conditions (PC) in the RE, R-1, R-2, R-3, RMU, and B zoning districts.

Section 4.4.26 will be the conditions for a Short Term Rental. Those conditions are as follows:

4.4.26.1 – A Short Term Rental Application must be submitted and approved by the Community Development Director.

4.4.26.2 – Each Short Term Rental must obtain a Short Term Rental Business license with the Town and post the license number on every listed advertisement and on site.
   a. Initial Licensing fee = $150
   b. Annual renewal = $100

4.4.26.3 – Short Term Rentals are subject to lodging, sales, or other applicable taxes.

4.4.26.4 – Short Term Rentals utilizing an accessory dwelling must meet Town Regulations for accessory dwellings per section 4.4.1.6 of the Land Use Code.

4.4.26.5 – Rooms being rented on an individual basis and not as an entire home shall not have separate individual entrances.

4.4.26.6 – Rooms that are being rented must meet Town Building Code.

4.4.26.7 – Short Term Rentals must be inspected at time of initial licensing and on an annual basis accompanying the annual renewal to ensure compliance with the Building Code.

4.4.26.8 – The maximum number of people staying per night shall not exceed 6 persons.

4.4.26.9 – The maximum number of nights per month shall not exceed 15 or the max number of unique reservations cannot exceed 3 per month.

4.4.26.10 –All parking must be in a garage or on the driveway. No on-street parking allowed.
4.4.26.11 – There shall be no motor homes or travel trailers parked outside the residence.
4.4.26.12 – There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such short term rental, and shall not disrupt the neighborhood character.
4.4.26.13 – Any non compliance of these regulations will result in revocation of the Short Term Rental business license. The license may be reinstated one year from date of revocation with approval from the Community Development Director and satisfactory complying with these regulations.

The definition of Short Term Rental will be added to section 11 and will read as follows:
Short Term Rental shall mean a dwelling that under one ownership is leased in its entirety or as a portion at a time for periods of less than 30 consecutive days (i.e. Vacation Rental by Owner – VRBO or AirBnB).

The fees will be added to the fee table as part of Chapter 4 of the Municipal code.

<table>
<thead>
<tr>
<th>ADVANTAGES:</th>
<th>DISADVANTAGES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- These changes will provide better clarity to the land use code on these issues.</td>
<td>- None</td>
</tr>
<tr>
<td>- Will correct omissions.</td>
<td></td>
</tr>
<tr>
<td>- Provides regulations on Short Term Rentals.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FINANCIAL IMPACT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RECOMMENDED MOTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- I move to recommend approval Ordinance 22, Series 2017, Amendments to the Land Use Code</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ordinance</td>
</tr>
<tr>
<td>2. Table of Land Use Code Changes</td>
</tr>
<tr>
<td>3. Public Comments</td>
</tr>
</tbody>
</table>
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 22, SERIES 2017

AN ORDINANCE ADOPTING BY REFERENCE AMENDMENTS OF THE LAND USE
ORDINANCES OF THE TOWN OF A GENERAL AND PERMANENT NATURE,
ENTITLED THE “TIMNATH LAND USE CODE, 2015 EDITION”

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

WHEREAS, The Timnath Planning Commission held a regularly scheduled meeting on October
17, 2017 and recommended approval to Town Council unanimously by 5-0 vote; and

WHEREAS, The Timnath Town Council held a regularly scheduled meeting on November 14,
2017 and upon hearing the statements of staff, the applicant(s) and giving consideration to the
recommendations, to the Town Council determines as provided below; and

WHEREAS, The Town Council hereby finds, determines, and declares that this Ordinance is
promulgated under the general police power of the Town, that it is promulgated for the preservation
of public health, welfare, peace, safety and property and that this Ordinance is necessary for the
protection of public convenience and welfare.

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

SECTION 1 – AMENDMENTS
1. Set forth as Exhibit A

SECTION 2 – SEVERABILITY
If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be
unconstitutional or invalid for any reason, such decision shall not affect the validity or
constitutionality of the remaining portions of this Ordinance. The Council hereby declares that it
would have passed this Ordinance and each part or parts hereof irrespective of the fact that any
one or parts be declared unconstitutional or invalid.

SECTION 3 – REPEAL
Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the
extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any
such ordinance or code or part thereof shall not revive any other section or part of any ordinance
or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution
or punishment of any person for any act done or committed in violation of any ordinance hereby
repealed prior to the effective date of this Ordinance.
ARTICLE 4 – EFFECTIVE DATE
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter.


MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON OCTOBER 24, 2017.

TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A
Land Use Code Amendments
Table 4.1

<table>
<thead>
<tr>
<th>Residential Uses and Structures</th>
<th>A</th>
<th>RE</th>
<th>R1</th>
<th>R2</th>
<th>R3</th>
<th>R4</th>
<th>RMU</th>
<th>CMU</th>
<th>B</th>
<th>NC</th>
<th>CC</th>
<th>RC</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling, attached single-family</td>
<td>*</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>*P</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Dwelling, single-family detached</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>*P</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Short Term Rental</td>
<td>*</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>*</td>
<td>PC</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business/Commercial/Retail Uses</th>
<th>A</th>
<th>RE</th>
<th>R1</th>
<th>R2</th>
<th>R3</th>
<th>R4</th>
<th>RMU</th>
<th>CMU</th>
<th>B</th>
<th>NC</th>
<th>CC</th>
<th>RC</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car Wash</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>C</td>
<td>PC</td>
<td>PC</td>
<td></td>
<td>C</td>
<td>P</td>
</tr>
<tr>
<td>Equipment Rental establishments without outdoor storage</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Home Occupations</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>*PC</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Motor vehicle repair, minor</td>
<td>P</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>P</td>
<td>*</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>P</td>
</tr>
<tr>
<td>Plant nurseries &amp; greenhouses</td>
<td>P</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>P</td>
<td>*</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Restaurants with drive-through service</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>C</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
</tr>
<tr>
<td>Retail fuel stations</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>PC</td>
<td>*</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
<td>PC</td>
</tr>
<tr>
<td>Mini-warehouses and self-storage facilities</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>PC</td>
<td>*</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>PC</td>
</tr>
</tbody>
</table>

4.4.26. Short Term Rentals:
4.4.26.1 – A Short Term Rental Application must be submitted and approved by the Community Development Director.
4.4.26.2 – Each Short Term Rental must obtain a Short Term Rental Business license with the Town and post the license number on every listed advertisement and on site.
   a. Initial Licensing fee = $150
   b. Annual renewal = $100
4.4.26.3 – Short Term Rentals are subject to lodging, sales, or other applicable taxes.
4.4.26.4 – Short Term Rentals utilizing an accessory dwelling must meet Town Regulations for accessory dwellings per section 4.4.1.6 of the Land Use Code.
4.4.26.5 – Rooms being rented on an individual basis and not as an entire home shall not have separate individual entrances.
4.4.26.6 – Rooms that are being rented must meet Town Building Code.
4.4.26.7 – Short Term Rentals must be inspected at time of initial licensing and on an annual basis accompanying the annual renewal to ensure compliance with the Building Code.
4.4.26.8 – The maximum number of people staying per night shall not exceed 6 persons.
4.4.26.9 – The maximum number of nights per month shall not exceed 15 or the maximum number of unique reservations per month shall not exceed 3.
4.4.26.10 – All parking must be in a garage or on the driveway. No on-street parking allowed.
4.4.26.11 – There shall be no motor homes or travel trailers parked outside the residence.
4.4.26.12 – There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such short term rental, and shall not disrupt the neighborhood character.

4.4.26.13 – Any non compliance of these regulations will result in revocation of the Short Term Rental business license. License may be reinstated one year from date of revocation with approval from the Community Development Director and satisfactorily complying with these regulations.

| Short Term Rental Definition | Short Term Rental shall mean a dwelling that under one ownership is leased in its entirety or as a portion at a time for periods of less than 30 consecutive days (i.e. Vacation Rental by Owner – VRBO or AirBnB). |
Kevin Koelbel

From: Matt Blakely
Sent: Monday, October 16, 2017 9:42 AM
To: Kevin Koelbel
Subject: FW: Short Term Rental Code

Kevin, please send this on to the Planning Commissioners...

Thanks,
Matt

From: Denise Fisher <denisefisher175@gmail.com>
Date: Monday, October 16, 2017 at 9:03 AM
To: Matt Blakely <mblakely@timnathgov.com>
Cc: April Getchius <agetchius@timnathgov.com>
Subject: Short Term Rental Code

Hi Matt,

Please forward to the planning commissioners for tomorrow’s meeting.

Thanks,
Denise Fisher

Planning Commissioners,

There is a common saying right now that goes “Short term rentals take the neighbor out of neighborhood.” As one who has lived next to two unauthorized short term rental businesses, I tend to agree.

My new neighbors ran an unauthorized short term rental for the duration of this past summer. When they had tenants, they completely moved out of the house and the entire home was rented out including the upstairs (from where they can look directly into our windows), sometimes to large groups. Their short term rental ad listed their property as “suitable for events.” On one occasion we counted between 25-30 people in the back yard when they rented their home to a softball team. We could hear someone banging on a piano and groups of people were walking around the neighborhood, and later that week I found trash that had been thrown over the fence into our yard. It’s unsettling to have various strangers moving in and out. The irony is that the owners do not have to deal with the negative impact of their business since they are absent.

I urge you to be proactive in preventing these types of short term rentals that allow homes in residential zoning to become event centers and ad hoc hotels. A quick Google search shows these types of rentals have caused problems in neighborhoods all over the country. Austin, TX revised their short-term rental code in 2016 which imposed the following restrictions:

1. When the dwelling units is used as a short term rental, a wedding, bachelor or bachelorette party, concert, sponsored event, or any similar group activity other than sleeping are prohibited between the hours of 10 p.m.-7a.m.

2. A licensee or guest may not use or allow another to use a short-term rental for an outside assembly of more than six adults between 7:00 a.m. and 10:00p.m.
Cambridge, MA recently put in place the requirement that the owner must live in the same or adjacent building. There is less likely to be nuisances such as noise, trash, or safety issues if the owner is present while there are tenants.

Please put these restrictions in place so that residents living in residentially zoned neighborhoods can continue to have the quality of life one would expect in such zoning.

Denise Fisher
4217 Main St.
Kevin Koelbel

From: Matt Blakely
Sent: Tuesday, October 17, 2017 8:16 AM
To: Kevin Koelbel
Cc: April Getchius
Subject: FW: Contact form - Community Development - B and B’s

Kevin, please forward this to the Planning Commissioners before the meeting tonight.

Thanks,
Matt

From: Rose Moon [mailto:rose@halfmoonarts.org]
Sent: Monday, October 16, 2017 2:15 PM
To: April Getchius <agetchius@timnathgov.com>; Matt Blakely <mblakely@timnathgov.com>
Subject: Contact form - Community Development - B and B’s

Department
Community Development

Name
Rose Moon

Email
rose@halfmoonarts.org

Address
4217 Main st.
Colorado
United States
Map It

Phone
(970) 412-4998

Subject
B and B’s

Comment
Has the B And B’s addition to residential zoning been open for the residents to discuss? Did I miss something? This is an important issue for neighbor's to know about and have input on. We have had several issues. I am not directly opposed but there need to be rules. Please spend time researching the problems Ft. Collins has had and how they resolved it. Please protect our residential areas. Rose Moon
1. Finance currently updated its chart of accounts and is working on reprogramming the Town financial statements. Based on certain delays of the accounting software vendor, financial statements for the month ended August 30, 2017 will be emailed to the Council or distributed, at the latest, during next Tuesday’s Council meeting.

2. Year-to-date sales tax revenues reflect an increase of approximately 12% in comparison with the same eight-month from the prior year.

3. Staff has completed compiling the 2018 draft budget for Council discussion and consideration during the Council budget work session to be held October 24th. Any updates to the budget will be made prior to the final draft budget which will be presented to the Council for formal adoption on December 12th.

4. Staff is currently drafting an updated sales tax ordinance incorporating new sales tax definition standards recommended to be adopted by CML for home ruled municipalities. A draft of the revised sales tax ordinance will be presented to Council in November.
TOWN COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item:</th>
<th>Ordinance</th>
<th>Resolution</th>
<th>For Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 24, 2017</td>
<td>Engineering &amp; Public Works Report</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Presented by: Eric Fuhrman

KEY POINTS/SUPPORTING INFORMATION:

1. **Harmony Road Phase 3**
   a. Still waiting for Level 3 to complete the relocation of their facilities. Currently scheduled for 10/20.
   b. Connell will be doing some dredging to restore flow capacity in the Timnath Reservoir Outlet Canal downstream of Harmony the week of 10/30. This will be the last work related to the project.

2. **Old Town Phase 2 – South**
   a. Sanitary Sewer mains have been completed and are waiting for District acceptance.
   b. Storm sewer installation nearing completion.
   c. Construction of sidewalks underway, and paving is scheduled the third week of November.

3. **Public Works Maintenance Projects**
   a. Asphalt patching completed. Crack sealing pending approval 10/27/17
   b. Street striping – Underway
   c. TAB Site Grading – complete.

4. **Development Construction Activities**
   a. Wild Wing 2B – Construction started week of 8-14-17
   b. Wild Wing 3B – Pre-construction mtg 9-20-17
   c. Timnath Ranch 3rd Filing – Completion of School House Dr underway
   d. Serratoga Falls Ph 2 - Pre-construction mtg 9-20-17
   e. Harmony 3rd Filing – construction nearly complete

5. **Commercial Construction Activities**
   a. Chic Fil A – Construction Underway

6. **Main Street Railroad Crossing Surface Upgrade**
   a. Great Western Railroad notified us of this work being scheduled for October 19 & 20.
TOWN COUNCIL COMMUNICATION

Meeting Date:
October 24, 2017

Item:
Community Development Report

Presented by:
Matt Blakely,
Community Development Director

Ordinance □
Resolution □
Discussion □
For Information X

KEY POINTS/SUPPORTING INFORMATION:

1. Issued Building Permits:
   2015 Single-Family Residential Total = 185
   2016 Single-Family Residential Total = 161 (Budget 171)

   2017 Single-Family Residential Budgeted = 276
   2017 Single-Family Residential September = 19 (Budget 23)
   **2017 Single-Family Residential October = 9 (Budget 23)**
   2017 Single-Family Residential ready to be issued = 10
   2017 Single-Family Residential under review = 10
   **2017 Single-Family Residential YTD (1/1/17 to 10/18/17) = 247**
   2017 Budget through October = 230

2. Current Development Actions:
   a. Chick-Fil-A: Construction commenced on July 10th. Construction is anticipated to be
      completed the first part of November.
   b. Fewell/Feldman Annexation: This is an annexation application for an annexation south of
      Harmony Road and Walker Manufacturing and west of Three Bell Parkway of roughly 162
      acres. Substantial Compliance is being presented to Council at the October 24th meeting.
   c. 4033 Kern Street Rezone: This is a rezoning application for the property located at 4033
      Kern Street. The proposal is to change the zoning from R-1 (Old Town Residential) to B
      (Business). The Town Staff has received a submittal and is currently under review.
   d. Fisher Subdivision Preliminary Plat: This is a Preliminary Plat application of approximately
      214 single-family residential lots and 2 future development tracts for the Fisher Subdivision.
      The Town Staff has received a submittal and is currently under review.
   e. Wendy’s: This is a site plan application for a 3,150 square foot Wendy’s restaurant with
      drive-thru and indoor seating. The Town Staff has received a submittal and is currently under
      review.
   f. Neenan Minor Subdivision: This is a minor subdivision application to turn lots 1-3 of the
      Riverbend Subdivision into 1 lot. The Town Staff has received a submittal and is currently
      under review.
   g. Neenan Site Plan: This is a site plan application for 2 buildings that total roughly 28,000
      square feet of commercial space in the Riverbend Subdivision. The Town Staff has received a
      submittal and is currently under review.

3. Projects:
   a. Timnath Reservoir: With the end of the boating season the reservoir attendant is no longer
      monitoring and collecting data. The attendant will be returning in the spring to resume
      activities. Is there certain data that the council would like to see next boating season?
<table>
<thead>
<tr>
<th>ADVANTAGES:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISADVANTAGES:</td>
<td>N/A</td>
</tr>
<tr>
<td>FINANCIAL IMPACT:</td>
<td>N/A</td>
</tr>
<tr>
<td>RECOMMENDATIONS:</td>
<td>N/A</td>
</tr>
</tbody>
</table>
| ATTACHMENTS: | 1. Building Department Stats  
  2. Code Enforcement Report |

---
MEMORANDUM

TO: Timnath Town Council

FROM: Matt Blakely, Community Development Director
Alisa Davidson, Building Permit Technician

RE: Timnath Single-Family Building Permits – YTD 10/18/17

DATE: October 24, 2017

<table>
<thead>
<tr>
<th>2015</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2015 for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9</td>
<td>15</td>
<td>18</td>
<td>9</td>
<td>27</td>
<td>23</td>
<td>26</td>
<td>14</td>
<td>19</td>
<td>15</td>
<td>1</td>
<td>7</td>
<td>183</td>
</tr>
</tbody>
</table>

Commercial-3

<table>
<thead>
<tr>
<th>2016</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2016 for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15</td>
<td>9</td>
<td>12</td>
<td>13</td>
<td>16</td>
<td>8</td>
<td>14</td>
<td>8</td>
<td>11</td>
<td>11</td>
<td>40</td>
<td>4</td>
<td>161</td>
</tr>
</tbody>
</table>

Commercial-7

<table>
<thead>
<tr>
<th>2017</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th># Permits Issued in 2016 for Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9</td>
<td>30</td>
<td>48</td>
<td>28</td>
<td>21</td>
<td>28</td>
<td>36</td>
<td>19</td>
<td>19</td>
<td>9</td>
<td></td>
<td></td>
<td>247</td>
</tr>
</tbody>
</table>

Commercial-1

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brunner Fram</td>
<td>27</td>
<td>31</td>
<td>47</td>
<td>$ 356,782.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fairview Village</td>
<td>1</td>
<td>1</td>
<td>8</td>
<td>7</td>
<td>7</td>
<td>$ 231,185.47</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harmony (1st and 2nd)</td>
<td>13</td>
<td>17</td>
<td>12</td>
<td>23</td>
<td>13</td>
<td>8</td>
<td>6</td>
<td>3</td>
<td>522,737.95</td>
</tr>
<tr>
<td>Harmony (4th)</td>
<td>11</td>
<td>22</td>
<td>16</td>
<td>8</td>
<td>8</td>
<td>$ 421,881.17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harmony (5th)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>$ 455,000.00</td>
<td></td>
</tr>
<tr>
<td>Serratoga Falls</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>9</td>
<td>4</td>
<td>3</td>
<td>6</td>
<td>11</td>
<td>$ 381,273.48</td>
</tr>
<tr>
<td>Timnath Ranch-1st Filing 2nd Amend</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>35</td>
<td>49</td>
<td>50</td>
<td>47</td>
<td>$ 350,897.53</td>
</tr>
<tr>
<td>Timnath Ranch-3rd Filing</td>
<td>24</td>
<td>45</td>
<td>21</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>22</td>
<td>$ 268,571.58</td>
<td></td>
</tr>
<tr>
<td>Timnath South-1st Filing</td>
<td>27</td>
<td>58</td>
<td>82</td>
<td>89</td>
<td>23</td>
<td>5</td>
<td>5</td>
<td>$ 305,238.55</td>
<td></td>
</tr>
<tr>
<td>Timnath South 1st Filing 2nd Amend</td>
<td>50</td>
<td>46</td>
<td>14</td>
<td>10</td>
<td>$ 302,518.59</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timnath South- 2nd Filing(Preserve)</td>
<td>1</td>
<td>9</td>
<td>8</td>
<td>8</td>
<td>2</td>
<td>$ 361,453.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timnath South 1st Filing 3rd Amend</td>
<td>19</td>
<td>58</td>
<td>$ 254,555.14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wildwing 1st Filing</td>
<td>0</td>
<td>0</td>
<td>8</td>
<td>20</td>
<td>21</td>
<td>28</td>
<td>8</td>
<td>5</td>
<td>$ 403,133.71</td>
</tr>
<tr>
<td>Wildwing 2nd Filing</td>
<td>6</td>
<td>27</td>
<td>$ 366,800.54</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>67</td>
<td>132</td>
<td>140</td>
<td>164</td>
<td>166</td>
<td>183</td>
<td>161</td>
<td>247</td>
<td>$ 329,659.18</td>
</tr>
<tr>
<td>Foundation Only Permit</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modular Home</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>2</td>
<td>8</td>
<td>3</td>
<td>7</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority</td>
<td>Case</td>
<td>Topic</td>
<td>Status</td>
<td>Date opened</td>
<td>Due Date</td>
<td>Date Closed</td>
<td>Days Open</td>
<td>Address Num</td>
<td>Street</td>
</tr>
<tr>
<td>----------</td>
<td>------</td>
<td>-------</td>
<td>--------</td>
<td>-------------</td>
<td>----------</td>
<td>-------------</td>
<td>-----------</td>
<td>-------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/11/2017</td>
<td>09/18/2017</td>
<td>09/18/2017</td>
<td>7</td>
<td>6736</td>
<td>FLINTLOCK RD</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Open</td>
<td>09/11/2017</td>
<td>10/09/2017</td>
<td>10/09/2017</td>
<td>22</td>
<td>E Harmony Rd</td>
<td>Timnath</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Open</td>
<td>09/11/2017</td>
<td>10/05/2017</td>
<td>10/05/2017</td>
<td>22</td>
<td>4005</td>
<td>MAIN ST</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Open</td>
<td>09/18/2017</td>
<td>10/09/2017</td>
<td>10/09/2017</td>
<td>15</td>
<td>4700</td>
<td>SIGNAL TREE DR</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/20/2017</td>
<td>2</td>
<td>4018</td>
<td>RIDGELINE DR</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>09/25/2017</td>
<td>09/25/2017</td>
<td>7</td>
<td>6714</td>
<td>ROCK RIVER RD</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/18/2017</td>
<td>0</td>
<td>Three Bell</td>
<td>Wildshore</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/18/2017</td>
<td>0</td>
<td>Summerfield</td>
<td>Wildwing</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/18/2017</td>
<td>0</td>
<td>Main St</td>
<td>Prospect</td>
</tr>
<tr>
<td>Normal</td>
<td>17-</td>
<td>Timnath</td>
<td>Open</td>
<td>09/25/2017</td>
<td>10/09/2017</td>
<td>10/09/2017</td>
<td>8</td>
<td>5799</td>
<td>BANNER ST</td>
</tr>
</tbody>
</table>

**Total:** 12 Violations
<table>
<thead>
<tr>
<th>Priority</th>
<th>Case</th>
<th>Topic</th>
<th>Status</th>
<th>Date opened</th>
<th>Due Date</th>
<th>Date Closed</th>
<th>Days Open</th>
<th>Address Num</th>
<th>Street</th>
<th>Violation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal</td>
<td>17-0534</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/03/2017</td>
<td>07/17/2017</td>
<td>07/03/2017</td>
<td>09:47 AM</td>
<td>0</td>
<td>DIXON ST</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0535</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/03/2017</td>
<td>10/02/2017</td>
<td>10/02/2017</td>
<td>12:10 PM</td>
<td>91</td>
<td>DIXON ST</td>
<td>Removal of inoperable vehicles. Definition; Inoperable vehicle</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0536</td>
<td>Timnath</td>
<td>Open</td>
<td>07/03/2017</td>
<td>10/16/2017</td>
<td>92</td>
<td>4309</td>
<td>MAIN ST</td>
<td>Removal of inoperable vehicles. Parking restrictions for excess weight vehicles and recreational vehicles</td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0537</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/03/2017</td>
<td>08/14/2017</td>
<td>08/14/2017</td>
<td>9:00 AM</td>
<td>42</td>
<td>E HARMONY RD</td>
<td>Nuisances regarding weeds and brush. Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0556</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/10/2017</td>
<td>07/31/2017</td>
<td>07/31/2017</td>
<td>21:00 PM</td>
<td>7022</td>
<td>WILDSHORE DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0555</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/10/2017</td>
<td>07/31/2017</td>
<td>07/31/2017</td>
<td>1:07 PM</td>
<td>3117</td>
<td>LAMINAR DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0556</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/10/2017</td>
<td>07/31/2017</td>
<td>07/31/2017</td>
<td>1:02 PM</td>
<td>Wild Shore Dr</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0557</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/10/2017</td>
<td>09/11/2017</td>
<td>09/11/2017</td>
<td>11:54 AM</td>
<td>63</td>
<td>THUNDERVIEW DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0558</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/10/2017</td>
<td>07/31/2017</td>
<td>07/31/2017</td>
<td>1:03 PM</td>
<td>6960</td>
<td>THUNDERVIEW RD</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0559</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/10/2017</td>
<td>07/31/2017</td>
<td>07/31/2017</td>
<td>1:04 PM</td>
<td>0</td>
<td>Vacant Lots N of Deadman Lake</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0560</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/10/2017</td>
<td>09/18/2017</td>
<td>09/18/2017</td>
<td>1:09 PM</td>
<td>70</td>
<td>WATTS ST</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0590</td>
<td>Timnath</td>
<td>Closed - Unfounded</td>
<td>07/17/2017</td>
<td>08/07/2017</td>
<td>08/07/2017</td>
<td>9:34 AM</td>
<td>3641</td>
<td>ROCK HILL ST</td>
<td>Prohibition of nuisances</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0630</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/31/2017</td>
<td>08/21/2017</td>
<td>08/21/2017</td>
<td>12:01 PM</td>
<td>6977</td>
<td>ROCK HILL ST</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0631</td>
<td>Timnath</td>
<td>Closed</td>
<td>07/31/2017</td>
<td>08/14/2017</td>
<td>08/14/2017</td>
<td>12:37 PM</td>
<td>5266</td>
<td>ROCK RIVER RD</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0662</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/07/2017</td>
<td>08/21/2017</td>
<td>08/21/2017</td>
<td>09:37 AM</td>
<td>0</td>
<td>Weitzel and Harmony</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0663</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/07/2017</td>
<td>08/14/2017</td>
<td>08/14/2017</td>
<td>12:36 PM</td>
<td>5750</td>
<td>SHEPHERD ST</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0664</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/07/2017</td>
<td>08/21/2017</td>
<td>08/21/2017</td>
<td>1:13 PM</td>
<td>6809</td>
<td>ROCK RIVER RD</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Priority</td>
<td>Case</td>
<td>Topic</td>
<td>Status</td>
<td>Date opened</td>
<td>Due Date</td>
<td>Date Closed</td>
<td>Days Open</td>
<td>Address Num</td>
<td>Street</td>
<td>Violation</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>-------</td>
<td>--------</td>
<td>-------------</td>
<td>----------</td>
<td>-------------</td>
<td>-----------</td>
<td>-------------</td>
<td>--------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0655</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/07/2017</td>
<td>08/14/2017</td>
<td>08/14/2017 1:24 PM</td>
<td>7</td>
<td>6856</td>
<td>RAINIER RD</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0666</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/07/2017</td>
<td>08/21/2017</td>
<td>08/21/2017 1:18 PM</td>
<td>14</td>
<td>4033</td>
<td>KERN ST</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0667</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/07/2017</td>
<td>08/21/2017</td>
<td>08/21/2017 12:13 PM</td>
<td>14</td>
<td>6444</td>
<td>TUXEDO PARK RD</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0690</td>
<td>Timnath</td>
<td>Open</td>
<td>08/14/2017</td>
<td>10/09/2017</td>
<td>08/28/2017 2:00 PM</td>
<td>50</td>
<td>5228</td>
<td>E HARMONY RD</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0691</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>08/28/2017</td>
<td>08/28/2017 2:00 PM</td>
<td>14</td>
<td>3945</td>
<td>BRANIGAN CT</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0692</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>08/28/2017</td>
<td>08/28/2017 2:01 PM</td>
<td>14</td>
<td>3952</td>
<td>BRANIGAN CT</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0693</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>08/28/2017</td>
<td>08/28/2017 2:10 PM</td>
<td>14</td>
<td>4100</td>
<td>GRAND PARK DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0694</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>08/28/2017</td>
<td>08/28/2017 2:12 PM</td>
<td>14</td>
<td>Club and Ridgeline</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0695</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>09/18/2017</td>
<td>09/18/2017 10:43 AM</td>
<td>35</td>
<td>Club Dr</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0696</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>08/28/2017</td>
<td>08/28/2017 10:07 AM</td>
<td>14</td>
<td>Tuxedo Park Vacant Lot</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0697</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>08/28/2017</td>
<td>08/16/2017 2:13 PM</td>
<td>14</td>
<td>5830</td>
<td>CALGARY ST</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0698</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>08/28/2017</td>
<td>08/21/2017 10:23 AM</td>
<td>7</td>
<td>5792</td>
<td>SHEPHERD ST</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0699</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>08/28/2017</td>
<td>08/28/2017 09:55 AM</td>
<td>14</td>
<td>6762</td>
<td>ROCK RIVER RD</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0700</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/14/2017</td>
<td>08/28/2017</td>
<td>08/28/2017 09:55 AM</td>
<td>14</td>
<td>6714</td>
<td>ROCK RIVER RD</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0718</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/21/2017</td>
<td>09/04/2017</td>
<td>08/28/2017 10:40 AM</td>
<td>7</td>
<td>4005</td>
<td>MAIN ST</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0738</td>
<td>Timnath</td>
<td>Open</td>
<td>08/28/2017</td>
<td>10/09/2017</td>
<td>10/02/2017 12:04 PM</td>
<td>35</td>
<td>4304</td>
<td>GOODMAN ST</td>
<td>Control of Trees and Shrub, Dead Trees</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0740</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 2:05 PM</td>
<td>14</td>
<td>6983</td>
<td>TOPONAS CT</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0741</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 11:53 AM</td>
<td>14</td>
<td>6960</td>
<td>THUNDERVIEW DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0742</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 11:53 AM</td>
<td>14</td>
<td>6974</td>
<td>THUNDERVIEW DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Priority</td>
<td>Case</td>
<td>Topic</td>
<td>Status</td>
<td>Date opened</td>
<td>Due Date</td>
<td>Date Closed</td>
<td>Days Open</td>
<td>Address Num</td>
<td>Street</td>
<td>Date</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>-------</td>
<td>-----------</td>
<td>-------------</td>
<td>----------</td>
<td>-------------</td>
<td>-----------</td>
<td>-------------</td>
<td>------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0743</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 11:56 AM</td>
<td>14</td>
<td>2934</td>
<td>LAMINAR DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0744</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 11:47 AM</td>
<td>14</td>
<td>6941</td>
<td>WILDSHORE DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0745</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 11:48 AM</td>
<td>14</td>
<td>6981</td>
<td>WILDSHORE DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0746</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 11:18 AM</td>
<td>14</td>
<td></td>
<td></td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0747</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 11:14 AM</td>
<td>14</td>
<td>5487</td>
<td>LONG DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0748</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 11:18 AM</td>
<td>14</td>
<td></td>
<td>LONG DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0749</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>09/11/2017</td>
<td>09/11/2017 11:28 AM</td>
<td>14</td>
<td>4039</td>
<td>GRAND PARK DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0750</td>
<td>Timnath</td>
<td>Closed</td>
<td>08/28/2017</td>
<td>10/02/2017</td>
<td>09/25/2017 4:12 PM 28</td>
<td>11:28 AM</td>
<td>4049</td>
<td>GRAND PARK DR</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0752</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/11/2017</td>
<td>09/18/2017</td>
<td>09/18/2017 1:23 PM</td>
<td>7</td>
<td>6736</td>
<td>FLINTLOCK RD</td>
<td>Use of Town right-of-way</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0773</td>
<td>Timnath</td>
<td>Open</td>
<td>09/11/2017</td>
<td>10/09/2017</td>
<td></td>
<td>22</td>
<td></td>
<td>E Harmony Rd</td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0774</td>
<td>Timnath</td>
<td>Open</td>
<td>09/11/2017</td>
<td>10/05/2017</td>
<td></td>
<td>22</td>
<td>4005</td>
<td>MAIN ST</td>
<td>Removal of inoperable vehicles.</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0775</td>
<td>Timnath</td>
<td>Open</td>
<td>09/11/2017</td>
<td>10/05/2017</td>
<td></td>
<td>22</td>
<td></td>
<td></td>
<td>Prohibition of nuisances</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0776</td>
<td>Timnath</td>
<td>Open</td>
<td>09/11/2017</td>
<td>10/05/2017</td>
<td></td>
<td>22</td>
<td></td>
<td></td>
<td>Littering and/or Dumpster Covering or Transport</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0777</td>
<td>Timnath</td>
<td>Open</td>
<td>09/11/2017</td>
<td>10/05/2017</td>
<td></td>
<td>22</td>
<td></td>
<td></td>
<td>Use of Town right-of-way</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0782</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/20/2017 11:49 AM</td>
<td>2</td>
<td>4018</td>
<td>RIDGELINE DR</td>
<td>Land Use; Permit Required</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0783</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/18/2017 0 1:20 PM</td>
<td>0</td>
<td>Three Bell</td>
<td></td>
<td>Land Use Violation; Land Disturbance Activities</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0784</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/18/2017 0 1:21 PM</td>
<td>0</td>
<td>Summerfield</td>
<td></td>
<td>Obstructing streets and sidewalks</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0785</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/18/2017 0 1:22 PM</td>
<td>0</td>
<td>Main St</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0786</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/25/2017 7 1:15 PM</td>
<td>7</td>
<td>6714</td>
<td>ROCK RIVER RD</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0788</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/18/2017 0 2:03 PM</td>
<td>0</td>
<td>Wildshore</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0789</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/18/2017 0 2:11 PM</td>
<td>0</td>
<td>Wildwing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0790</td>
<td>Timnath</td>
<td>Closed</td>
<td>09/18/2017</td>
<td>10/02/2017</td>
<td>09/18/2017 0 2:21 PM</td>
<td>0</td>
<td>Prospect</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>17-0799</td>
<td>Timnath</td>
<td>Open</td>
<td>09/25/2017</td>
<td>10/09/2017</td>
<td></td>
<td>8</td>
<td></td>
<td></td>
<td>Notice to cut weeds or brush and remove rubbish; enforcement</td>
</tr>
<tr>
<td>Normal</td>
<td>17-0800</td>
<td>Timnath</td>
<td>Open</td>
<td>09/25/2017</td>
<td>10/09/2017</td>
<td></td>
<td>8</td>
<td>5799</td>
<td>BANNER ST</td>
<td>Parking restrictions for excess weight vehicles and recreational vehicles</td>
</tr>
</tbody>
</table>

Total 65 Violations
Meeting Date: 10/24/2017  
Item: September 2017 Law Enforcement Update  
For Information

Presented by: Sherri Wagner

1. Officers were available on Labor Day weekend to assist Realities for Children motorcycle riders through town. We wanted to ensure they obeyed all traffic laws and were respectful of the Presbyterian church service. We had requested they not travel Main Street on Sunday and there were a few riders that used Main to travel to the meet up point at Anheuser-Busch.

2. Sergeant Wynkoop provide officers with three hours of classroom training concerning patrol driving and response to driving hazards. He also provided slow speed vehicle training. Kodak allowed us to use their parking lot for the different maneuvers. The maneuvers consisted of the cloverleaf pattern, backing into a small space, left and right parallel parking and a serpentine course. For those of us that were not equipped with back-up cameras or audible alerts the course tended to be more challenging but we prevailed.

3. All officers attended handgun and rifle training and re-certification. We trained in low light conditions. The day we certified was cold and very rainy and the range was warm and dry. Thank you.

4. Officers are using grant monies to provide extra DUI patrols on Harmony and Main Street. These are state awarded funds and officers are working special event traffic and late nights.

5. Colorado Bureau of Investigations audited our use of the state (CCIC) and federal (NCIC) crime information networks and our handling of personal identifiable information (that stuff that Equifax failed to protect). The audit is time intensive and we were required to provide many policies and procedures to them. Our audits were successful with some tweaks from our IT security group. The next audit will be approximately three years from now.

6. October 18th at 6:00 PM officers will be at Station 8 to discuss Halloween and traffic safety. This is our second session and we are hoping to increase our following with each new topic. Officer Tope is doing an excellent job with the use of social media to provide humor and information to our residents.
### Law Enforcement Incidents

<table>
<thead>
<tr>
<th>Timnath Police Dept</th>
<th>Jun-17</th>
<th>Jul-17</th>
<th>Aug-17</th>
<th>Sep-17</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Call Type</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarm</td>
<td>10</td>
<td>6</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>Animal</td>
<td>7</td>
<td>12</td>
<td>9</td>
<td>4</td>
</tr>
<tr>
<td>Criminal Mischief</td>
<td>2</td>
<td>3</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Burglary- cold</td>
<td>4</td>
<td>2</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Directed Patrol/School/Extra</td>
<td>375</td>
<td>294</td>
<td>276</td>
<td>199</td>
</tr>
<tr>
<td>Drug</td>
<td>2</td>
<td>3</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Family Problem/child</td>
<td>2</td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Firework</td>
<td>2</td>
<td>14</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Follow-up</td>
<td>19</td>
<td>31</td>
<td>13</td>
<td>12</td>
</tr>
<tr>
<td>Fraud</td>
<td>2</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Harassment</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Missing person/child (found)</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Neighbor Problem</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Subject Stop</td>
<td>24</td>
<td>11</td>
<td>16</td>
<td>22</td>
</tr>
<tr>
<td>Suspicious Circumstance</td>
<td>23</td>
<td>18</td>
<td>33</td>
<td>11</td>
</tr>
<tr>
<td>Theft</td>
<td>15</td>
<td>15</td>
<td>9</td>
<td>12</td>
</tr>
<tr>
<td>Traffic</td>
<td>80</td>
<td>69</td>
<td>101</td>
<td>40</td>
</tr>
<tr>
<td>Trespass</td>
<td>2</td>
<td>4</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Vehicle Accident/injury</td>
<td>1</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Vehicle Accident/non-inj</td>
<td>11</td>
<td>14</td>
<td>6</td>
<td>11</td>
</tr>
<tr>
<td>VIN check</td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Welfare Check</td>
<td>8</td>
<td>5</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Incidents</strong></td>
<td>622</td>
<td>527</td>
<td>503</td>
<td>347</td>
</tr>
<tr>
<td><strong>Total Cases</strong></td>
<td>46</td>
<td>47</td>
<td>30</td>
<td>40</td>
</tr>
</tbody>
</table>

### LCSO Response & Call Type

<table>
<thead>
<tr>
<th>LCSO Response &amp; Call Type</th>
<th>Jun-17</th>
<th>Jul-17</th>
<th>Aug-17</th>
<th>Sep-17</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Call Type</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarm</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>Assist Other</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Civil</td>
<td>4</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Directed, Extra Patrol/School</td>
<td>4</td>
<td>9</td>
<td>18</td>
<td>16</td>
</tr>
<tr>
<td>Follow up</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Motor Vehicle Accident</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Private Tow</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Reddi</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Suspicious Circumstance</td>
<td>6</td>
<td>2</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Traffic</td>
<td>5</td>
<td>3</td>
<td>9</td>
<td>11</td>
</tr>
<tr>
<td>Welfare Check</td>
<td>1</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Incidents</strong></td>
<td>34</td>
<td>21</td>
<td>41</td>
<td>46</td>
</tr>
<tr>
<td><strong>Total Cases</strong></td>
<td>0</td>
<td>5</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>
To: Town Council and Community  
From: April D. Getchius, AICP  
        Town Manager  
Date: October 20, 2017  
Subject: Town Manager’s Report  

**Library Kiosks.** We have received so many book donations for the library kiosks! They have arrived and we have begun to install them! Below is a picture of one prior to installation.

**Taste in Timnath Festival.** The Festival was a huge success thanks to staff, Mantooth, and all our volunteers and sponsors! Our 5K was also very successful with 184 runners/walkers including Mayor Wade Troxel of Fort Collins. We estimate the total attendance to be approximately 3,500 people. The festival raised $13,400 for the Food Bank!! One dollar equates to $5 worth of food! Last year we raised $1,600.

**Door to Door Solicitation Opt Out.** When Council approved the changes to the door to door solicitation ordinance, it included the provision for residents to register with the Town and “opt out” so that solicitors know not to go to specific addresses in Town. At the time of this writing it has only been a few days since residents received the information and we already have 49 addresses registered.

**ICMA.** I will be attending the International City Managers’ Association conference beginning October 21 and returning October 24 for our work session and Council meeting.

**State Legislative Session.** The Colorado Municipal League held its policy committee meeting in preparation for the 2018 legislative session. They are monitoring a number of potential bills and I will update Council as the bills progress.
Employee Wellness Program. Staff has developed an employee wellness program that includes challenges and competitions, prizes, and fun. Among the items was an “iron man” competition where you completed activities to reach “iron man status” and a nutritionist who spoke to our Town staff meeting. It has been appreciated and well received by the employees.

Upcoming Events:

- Timnath Elementary School Halloween Trick or Treating – October 31 from 2:45 pm to 3:30 pm.
- Holiday Lighting Festival - December 1st
- Larimer County Elected Officials Dinner hosted by Larimer County Commissioners – December 18th.
**EXECUTIVE SUMMARY:** The SIA is an agreement between the Town and CAC Timnath, LLC regarding the development of approximately 500 acres on the northeast corner of Main Street and Harmony Road (“Timnath Landing”). The SIA contemplates the purchase by the Town of an approximately 11 acre parcel known as PA16 via the PSA, to be combined with approximately 6 acres of additional property being dedicated, all for use as a Town artisan village site.

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

**KEY POINTS/SUPPORTING INFORMATION:** The SIA includes the following terms, among others:

- The Town and the Developer will work together and share the cost 50/50 to construct “Timnath Parkway” a four lane arterial roadway between the northern boundary of the intersection with Harmony Road and the southern boundary of the intersection with County Road 40.
- Developers portion of the total construction cost will be funded on a per-building permit basis, starting with Phase 1 of the development.
- Developer will widen and pave County Road 40 from Main Street to the eastern boundary of the property adjacent to County Road 40.
- The Town agrees to permit the Developer to organize a General Improvement District (“GID”) for the purpose of reimbursing the Developer for the cost of extra-ordinary improvements listed in Exhibit L of the SIA. The GID is authorized to impose up to 15 mills with a 40 year mill levy term limitation.
- The Town also agrees to permit the Developer to organize metropolitan districts pursuant to the Town’s model service plan, subject to a 25 mill aggregate cap on commercial property and a 50 mill aggregate cap on residential property, with a 40 year mill levy imposition limit on any debt service mill levy imposed by the districts.
- The Town agrees to purchase the property known as PA16 for $1,900,000 from the Developer. PA 16 will not be included in the GID, nor will it be included in any metropolitan district unless agreed to by the town in writing at a future date.
- The Developer agrees to warrant all Public Improvements for 2 years from the date the Town issues an Initial Acceptance Letter.

**ADVANTAGES:**
- The SIA accommodates multiple phases of development with the Timnath Landing subdivision without requiring the Developer to resubmit a new SIA to the Town Council for each future phase.

**DISADVANTAGES:** The SIA requires the Town to fund significant Public Improvements and consent to the formation of a GID for the project which has not been approved for any other development within the Town. Staff is supportive of this request in light of the extraordinary floodplain mitigation costs and offsite and regional improvements necessitated by this development.
FINANCIAL IMPACT: The Town agrees to purchase PA16 for $1,900,000. This cost is included in the Town’s 2017 budget. The Town also agrees to fund approximately $4,932,572 in costs associated with Timnath Parkway within 12 months after the Parkway Railroad Crossing is approved. This cost is included in the Town’s 5-year CIP.

The Developer agrees to contribute approximately $4,932,572 in costs associated with Timnath Parkway, approximately $2,072,000 in costs associated with Harmony Road Improvements, and approximately $1,364,076 in Boxelder Impact Fees, and undertake significant CR 40 improvement costs.

RECOMMENDED MOTION: I move approval of Resolution No. 55, Series 2017, Approving the Amended and Restated Master Subdivision Improvement Agreement For Timnath Landing and Resolution No. 56, Series 2017, Approving the Purchase and Sale Agreement for the property known as PA16.

ATTACHMENTS:
1. Resolution
2. Amended and Restated Master Subdivision Improvement Agreement For Timnath Landing
TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 55, SERIES 2017  

A RESOLUTION APPROVING THE AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH LANDING  

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 Amended and Restated Master Subdivision Improvement Agreement for Timnath Landing (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 FOLLOW:  

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.  


TOWN OF TIMNATH, COLORADO  

______________________________  
Jill Grossman-Belisle, Mayor  

ATTEST:  

______________________________  
Milissa Peters, CMC  
Town Clerk
EXHIBIT A

AMENDED AND RESTATED
MASTER SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH LANDING
AMENDED AND RESTATED MASTER
SUBDIVISION IMPROVEMENT AGREEMENT FOR
TIMNATH LANDING

THIS AGREEMENT made as of this ___ day of __________, 20___, by and between TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation (the “Town”); and CAC TIMNATH, LLC, a Delaware limited liability company (the “Developer”). Collectively, the Town and the Developer are referred to herein as the “Parties”.

RECITALS

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

B. The Property was annexed to Town by: (i) Ordinance No. 14-2004 adopted on November 10, 2004, subject to the terms and conditions of that certain Annexation and Development Agreement for the Timnath Farms North Parcel between the Town and the property owners set forth therein, dated as of December 13, 2004 and recorded against a portion of the Property in the Larimer County Real Property Records (“County Records”) on December 23, 2004, at Reception No. 2004-0122900 (the “2004 Annexation Agreement”) which 2004 Annexation Agreement was assigned to Developer by that certain Assignment and Assumption Agreement of Annexation and Development Agreement and Consent dated as of May 6, 2013 and recorded against a portion of the Property in the County Records on May 14, 2013 at Reception No. 20130036519, and (ii) Ordinance No. 5 adopted on April 4, 2007, subject to the terms and conditions of that certain Annexation and Development Agreement for the North Timnath Farms #2 Property (also known as the “O’Neill Property”) between the Town and Kerns Properties, LLC, dated as of April 4, 2007 and recorded with Ordinance No. 5 against the remainder of the Property in the County Records on April 26, 2007 at Reception No. 20070030978 (the “2007 Annexation Agreement”) which 2007 Annexation Agreement was assigned to Developer by that certain Assignment and Assumption Agreement of Annexation and Development Agreement and Consent dated as of May 2, 2013 and recorded against the remainder of the Property in the County Records on May 14, 2013 at Reception No. 20130036520 (collectively, the 2004 Annexation Agreement and the 2007 Annexation Agreement as assigned may be referred to herein as the “Annexation Agreements”).

C. On [Date], the Town Council of Town of Timnath, after holding all necessary public hearings and having received a recommendation of approval from the Timnath Planning Commission, approved by Resolution No. [Resolution Number], a final plat for Phase ________ of the development of Property.

D. The approval of any final plat for the Property is conditioned upon the execution of this Subdivision Improvement Agreement (the “Agreement”), which establishes the obligation of Developer to provide certain public improvements and landscaping necessitated by the proposed development of the Property.
E. Developer acknowledges that the obligations of Developer set forth herein are reasonably attributable to the special impacts which will be generated by the proposed uses of the Property, and that the terms and conditions set forth in this Agreement are necessary, reasonable and appropriate.

AGREEMENT

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

1. Purpose and Amendment of Annexation Agreements. The purpose of this Agreement is to set forth the terms and conditions of the Developer’s covenant to provide Public Improvements, as defined below, for the Property, and the fees to be paid by the Developer associated with additional public infrastructure necessary to support the development of the Property. This Agreement shall serve as the Master Subdivision Improvement Agreement for the Property. The Parties acknowledge that as the Property is developed over time, it will be necessary to either amend this Agreement or enter into separate Subdivision Improvement Agreements for each Phase of the Property after Phase 1 as conditions change. All conditions contained herein are in addition to the provisions of the Annexation Agreements as amended herein, all land use approvals previously granted by Town for the Property, any and all requirements of the Town of Timnath Municipal Code, any and all applicable local, state, and federal law, and any other ordinances of Town of Timnath. The obligations of this Agreement are not intended to supersede any statutory or regulatory requirements referenced in this paragraph. Due to the passage of time between the original negotiation of the Annexation Agreements and the current negotiation of this Agreement, many of the generalized development concepts found within the Annexation Agreements have been more fully developed by the Parties, and more specifically defined in this Agreement. To avoid any inconsistencies or ambiguities between the language of the Annexation Agreements and the language of this Agreement, the Parties desire to amend the Annexation Agreements to remove those concepts specifically negotiated in this Agreement. Accordingly, the Annexation Agreements are hereby amended as follows:

A. The 2004 Annexation Agreement is hereby amended to delete Sections 3, 4, 8 and 15 of the 2004 Annexation Agreement in their entireties.

B. The 2007 Annexation Agreement is hereby amended to delete Sections 3, 12 and 14 of the 2007 Annexation Agreement in their entireties.

2. Definitions. Unless this Agreement otherwise clearly indicates, the following words and phrases shall be defined as follows:

A. “Town” shall refer to the Town of Timnath, Colorado, a Municipal Corporation organized pursuant to the laws of the State of Colorado, and shall include Town Manager, or other designee or official, body or agency designated by resolution, ordinance, or statute to act on behalf of Town.
B. “Developer” shall mean CAC Timnath, LLC, a Delaware limited liability company, and shall include any agent as authorized by a formal operating agreement, corporate resolution, or similar document, and person acting in accordance with a duly executed and effective power of attorney granting the attorney-in-fact full authority to act in the stead of Developer.

C. “Code” shall refer to the Timnath Municipal Code, including the Land Use Code therein, as it exists on the date of approval of the Final Plat and as it may be amended in the future.

D. “Landscaping” shall refer to the landscaping for the Property described in this agreement and shown on the Landscaping Plan attached hereto as Exhibit D, including the cost thereof.

E. “Final Plat” shall refer to any “Timnath Landing Subdivision” plat filing or amendment previously approved or approved in the future by the Town Council and that has been or will be submitted in connection with any given Phase of development of the Property.

F. “Final Acceptance” shall have the meaning set forth in Paragraph 15.

G. “Initial Acceptance” shall have the meaning set forth in Paragraph 14.

H. “Phases” shall refer to development of the Property in separate phases, in accordance with the Phase Plans attached hereto as Exhibits E, F, and G. Exhibits B-G, inclusive, attached hereto and incorporated herein by reference, which identify the Public Improvements and Landscaping and are each separated into the appropriate Phase. The Parties contemplate that all Phases will be constructed in sequential numerical order. In the event the Phases are not constructed in sequential order, any Public Improvements and Landscaping that are: (1) part of a Phase that is being passed over and (2) have a direct impact on more than the passed-over Phase, nonetheless may, upon the Town’s determination in its reasonable discretion that such Public Improvements and Landscaping are necessary for the Phase being constructed, be required as if the Phases were being constructed in sequential order. However, if the Public Improvements and Landscaping tied to a Phase that is being passed over are contained only within that passed-over Phase and are not required by improvements outside the passed-over phase, Developer shall have no obligation to construct such Public Improvement and Landscaping until the passed-over Phase is developed.

I. “Property” shall mean the real property described in the recitals hereto.

J. With the exception of those facilities that are to be built by the Town in accordance with the terms of this Agreement, “Public Improvements” shall refer to those facilities described in this Agreement and the Exhibits hereto, and shall include but not be limited to all potable and non-potable waterlines, sewer lines, fire hydrants, potable and non-potable water (if required), or sewer distribution facilities, irrigation facilities, drainage structures, paved streets, including curbs, sidewalks, gutters and
necessary appurtenances, as shown on the Final Plat for each Phase and the associated construction documents.

K. “Unit” or “Dwelling Unit” shall mean any single family detached lot (“SFD Unit”), single family attached unit (“SFA Unit”), or multifamily unit (“MF Unit”) as designated on a Final Plat.

L. “Warranty Period” shall have the meaning set forth in Paragraph 10B.

3. Agreement and Other Requirements. Developer hereby understands and agrees that the Property is subject to the conditions and requirements of this Agreement, the Annexation Agreements as amended hereby, all Final Plats, and the zoning for the Property. The Parties agree and acknowledge that the official zoning map as described in Ordinance No. [Ordinance Number] adopted by the Town on [Date], and recorded in the Larimer County Real Property Records on [Date], at Reception No. [Reception Number], reflects the current zoning for the Property. Nothing herein shall relieve Developer of any financial obligation to Town contained in this Agreement or any other agreements to which Developer is a party or pursuant to Town Code.

4. Fees. In addition to all fees, charges and costs required by the Code for any improvement on the Property at the time of application for a building permit of said improvement, Developer agrees to pay the following additional fees:

A. Timnath Parkway: For purposes of this Agreement, upon completion “Timnath Parkway” shall consist of a four lane arterial roadway constructed between the northern boundary of the intersection with Harmony Road and the southern boundary of the intersection with County Road 40 (inclusive of standard, non-roundabout intersections between those two boundaries). The Town shall be responsible for the acquisition and associated costs for all rights-of-way necessary for the construction of Timnath Parkway except for the rights-of-way that are to be located on the Property itself, which shall be dedicated to the Town by Developer. In addition, the parties acknowledge and agree that the Town will be responsible for obtaining all Colorado Public Utility Commission and railroad company approvals necessary for the Great Western railroad crossing (“Railroad Crossing”) to be constructed as part of Timnath Parkway (collectively, the “Railroad Crossing Approvals”). Developer will design and provide supporting documents for all PUC applications, including exhibits for the Town’s submittal, and Town’s responsibility for obtaining Railroad Crossing Approvals shall be conditioned on Developer’s design and provision of supporting documentation; provided, however, that the Town will diligently, continuously and expeditiously pursue obtaining such Railroad Crossing Approvals upon receipt of such supporting documentation from Developer.

i. Parkway Design: The Developer has provided preliminary plans for the full Timnath Parkway design to the Town for review and independent cost estimating. The following will be attached to this Agreement:
1. **Exhibit H-1:** Timnath Parkway ultimate design of the full cross-section of road including all anticipated turn lanes, medians, sidewalks, landscaping, street lights, traffic signals, utility infrastructure (including storm), and connections to the Harmony Road / Main Street intersection and the County Road 40 (Buss Grove) intersection and the Larimer County Urban Area Street Standards – adopted by the Town of Timnath (“LCUASS”) requirement for design of the off-site quadrants of the intersections. The ultimate location of Timnath Parkway in accordance with such ultimate design shall be the dedicated right of way for Timnath Parkway as depicted on the Final Plat for Filing 1 (“Ultimate Location”).

2. **Exhibit H-2:** Timnath Parkway interim design of Parkway Phases 1A, 1B, and 1C, Parkway Phase 2, and Parkway Phase 3 (all as defined below).

3. **Exhibit H-3:** Right of way and easement exhibits showing all required right of way and easement acquisitions for (if any required) the ultimate construction of Timnath Parkway (including easements for, but not limited to, utilities, grading and temporary construction).

ii. **Parkway Construction:** The Parties acknowledge and agree that the Town desires to have the inside two lanes of the Timnath Parkway, together with the corresponding median and median landscaping (“Phase 1 Parkway Construction”) constructed earlier than a traffic study for the project will require. Similarly, the Town agrees that the timing of construction of Timnath Parkway shall be governed solely by the terms of this Agreement, and not by that certain memorandum given to the Town by Felsburg, Holt & Ullevig dated June 2, 2017 regarding “Timnath Parkway Triggers Project No. 114311-04”, a copy of which is attached hereto as Exhibit P (the “FHU Memo”). The Town will begin the Phase 1 Parkway Construction upon Town’s receipt of the Railroad Crossing Approvals. The Town agrees to commence construction of the Phase 1 Parkway Construction as soon as reasonably possible, but no later than 12 months following the Town’s receipt of the Railroad Crossing Approvals. The actual date the Town achieves Final Acceptance of the Phase 1 Parkway Construction shall be referred to herein as the “Phase 1 Parkway Final Acceptance Date.” Notwithstanding the foregoing, the Town acknowledges that Developer has no control over when the Town will complete the Phase 1 Parkway Construction, or when the Phase 1 Parkway Final Acceptance Date will be achieved. Accordingly, the Town agrees that it will not, under any circumstances, penalize Developer for the Town’s failure to construct Timnath Parkway or delays in the Phase 1 Parkway Final Acceptance Date, including, without limitation, the withholding of any building permit, certificate of occupancy or any other penalty against Developer within Town’s control. In addition, the bridge crossing the Cache La Poudre River on County Road 5 (a/k/a Main Street) approximately 250 feet south of the Harmony Road / Main Street intersection (the “Bridge”) needs to be widened by the Town and the Developer shall have no design, construction, or financing obligations in connection with the Bridge.
at a later date, and it is the Town’s intention that the Bridge will ultimately tie into the Timnath Parkway. Accordingly, the Parties agree that Timnath Parkway be constructed in the following sequential phases:

1. **Parkway Phase 1A (Fourth Avenue to County Road 40):** The Developer will design and the Town will construct the inside two lanes of the Timnath Parkway immediately adjacent to the median, with the corresponding median and median landscaping, two 6 foot wide bike lanes and sidewalk in the Ultimate Location on the east side of Timnath Parkway from the intersection of Fourth Avenue to County Road 40 (“**Parkway Phase 1A**”) in accordance with the diagram attached hereto as **Exhibit H-4**. Parkway Phase 1A will be constructed simultaneously with Parkway Phases 1B and 1C. All design and construction costs and expenses for Parkway Phase 1A are included in the Parkway Construction Cost (as defined in Section 4(a)(iv) below).

2. **Parkway Phase 1B (Cornhusk Avenue to Fourth Avenue, including Railroad Crossing):** The Developer will design and the Town will construct the inside two lanes of the Timnath Parkway immediately adjacent to the median, with the corresponding median and median landscaping, two 6 foot wide bike lanes and sidewalk and street trees in the Ultimate Location on the east and west side of Timnath Parkway from its intersection with Cornhusk Avenue to Fourth Avenue, including the Railroad Crossing (“**Parkway Phase 1B**”) in accordance with the diagram attached hereto as **Exhibit H-5**. Parkway Phase 1B will be constructed simultaneously with Parkway Phases 1A and 1C. All design and construction costs and expenses for Parkway Phase 1B are included in the Parkway Construction Cost.

3. **Parkway Phase 1C (Harmony Road to Cornhusk Avenue – Interim):** The Parties acknowledge and agree that due to the Town’s desire to construct Timnath Parkway prior to widening the Bridge, the southernmost portion of Timnath Parkway will need to connect with the Harmony Road / Main Street intersection as it is currently located until such time as the Bridge is widened by the Town. Accordingly, the Developer will design and the Town will construct an interim connection consisting of two lanes of Timnath Parkway with a temporary sidewalk on the west side of Timnath Parkway from the Harmony Road / Main Street intersection to Cornhusk Avenue (“**Parkway Phase 1C**”) in accordance with the diagram attached hereto as **Exhibit H-6**. Parkway Phase 1C will be constructed simultaneously with Parkway Phases 1A and 1B. A portion of Parkway Phase 1C may be included in the Ultimate Location of the final construction of Parkway Phase 2 (as defined below). However, there will be a portion of Parkway Phase 1C that is not included in the Ultimate Location of the final construction of Parkway Phase 2 (“**Interim Improvements**”). All design, construction and demolition costs and expenses for Parkway Phase 1C that are related to Interim Improvements
and are not included in the Ultimate Location of the final construction of Parkway Phase 2 shall be at Town’s sole cost and expense, and are not included in the Parkway Construction Cost.

4. **Parkway Phase 2 (Harmony Road to Cornhusk Avenue – Final Inside):** As soon as reasonably practicable following the widening of the Bridge, the Interim Improvements of Parkway Phase 1C (if any) will need to be demolished and the inside two lanes of Timnath Parkway immediately adjacent to the median, with the corresponding median and median landscaping, two 6 foot wide bike lanes and sidewalk and street trees in the Ultimate Location on both sides of Timnath Parkway from its intersection with Cornhusk Avenue to its intersection with Harmony Road will be constructed by the Town in accordance with the design by Developer (“Parkway Phase 2”) in accordance with the diagram attached hereto as Exhibit H-7. All design and construction costs and expenses for Parkway Phase 2 that are not related to Interim Improvements of Parkway Phase 1C are included in the Parkway Construction Cost.

5. **Parkway Phase 3 (Expansion from Harmony to County Road 40):** The Developer will design and Town will construct the outside two travel lanes of Timnath Parkway, inclusive of curb and gutter, from and including its intersection with Harmony Road to the southern boundary of its intersection with County Road 40, together with two corresponding 7 foot wide asphalt bike lanes (“Parkway Phase 3”) in accordance with the diagram attached hereto as Exhibit H-8. In places where sidewalk has been installed, the Town will install turf and irrigation between the back of the curb and the sidewalk. In places where sidewalk has not been installed, the Town will install trees and turf with irrigation. All design and construction costs and expenses for Parkway Phase 3 that are not related to Interim Improvements of Parkway Phase 1C are included in the Parkway Construction Cost. The Town, in its sole discretion, may construct Parkway Phase 3 in up to two sub-phases as deemed prudent.

iii. **Parkway Expansion Timing.** The Parties acknowledge that the Town’s obligation to expand Timnath Parkway from two lanes to four lanes by construction of Parkway Phase 3 (“Parkway Expansion Construction”) is triggered on the date traffic counts show in excess of 8,000 vehicle trips per day on any one lane of Timnath Parkway (“Parkway Required Expansion Date”). The Town agrees to complete construction and achieve Final Acceptance of the Parkway Expansion Construction no later than 18 months following the Parkway Required Expansion Date. Nothing in this section shall prohibit the Town from completing the Parkway Expansion Construction earlier than the Parkway Required Expansion Date. The actual date the Town achieves Final Acceptance of the Parkway Expansion Construction shall be referred to herein as the “Parkway Final Acceptance Date.” Notwithstanding the foregoing, the Town acknowledges that Developer has no control over when the Town will complete the Parkway Expansion.
Construction, or when the Parkway Final Acceptance Date will be achieved. Accordingly, the Town agrees that it will not, under any circumstances, penalize Developer for the Town’s failure to expand Timnath Parkway or delays in the Parkway Final Acceptance Date, including, without limitation, the withholding of any building permit, certificate of occupancy or any other penalty against Developer within Town’s control.

iv. Developer Parkway Cost. The Developer currently estimates that the total construction cost for Timnath Parkway will be $9,865,145 (“Parkway Construction Cost”). Developer will contribute one-half of the Parkway Construction Cost, currently estimated at $4,932,573 (“Developer Parkway Cost”). In order to pay down its contribution of the Developer Parkway Cost, Developer will be charged a fee of $4,932 per SFD Unit, $1,628 per SFA Unit, and $800 per MF Unit (“Parkway Unit Fee”) contained within each Phase, due upon approval and recording of the corresponding Final Plat. Upon the Town’s receipt of total Parkway Unit Fees of $4,932,573, Developer shall have no further payment obligations until such time as the Developer Parkway Reconciliation Payment (defined below) is due.

v. Parkway Construction Cost Reconciliation. Within thirty (30) days following Developer’s receipt of written notice from the Town that the Parkway Final Acceptance Date has been achieved, the actual Developer Parkway Cost will be mutually agreed to in writing between the Parties such that any portion of the Developer Parkway Cost not previously paid by Developer through the Town’s collection of Parkway Unit Fees (“Developer Parkway Reconciliation Payment”) shall be fully determined. The Developer Parkway Reconciliation Payment (if any) shall be due and payable to the Town within thirty (30) days following the date Developer and Town reach such mutual written agreement on the actual Developer Parkway Cost; provided, however, that in no event shall the Developer Parkway Reconciliation Payment be due prior to the Parkway Required Expansion Date. Notwithstanding the foregoing, in no event shall the Developer Parkway Reconciliation Payment be paid to the Town later than the date that is the later to occur of (i) ten years after the approval and recording of Developer’s first Final Plat, or (ii) the date that Final Plats representing at least 907 SFD Units for the development of the Property have been fully approved and recorded (“Developer’s Outside Payment Date”). For the avoidance of doubt, in the event the Parkway Final Acceptance Date has not occurred before the Developer’s Outside Payment Date, the Developer Parkway Cost and the Developer Parkway Reconciliation Payment (if any) will be based solely upon the actual construction cost accrued for Timnath Parkway through the Developer’s Outside Payment Date and Developer will have no further reimbursement obligations to the Town for any Timnath Parkway construction costs or expenses accruing after Developer’s Outside Payment Date. In addition, if the Town’s aggregate collection of Parkway Unit Fees exceeds the actual Developer Parkway Cost, no Developer Parkway Reconciliation Payment will be due to Town from Developer and the Town
will reimburse the Developer for any overpayment of Parkway Unit Fees. The Town acknowledges and agrees that all Parkway Unit Fees paid to the Town by Developer shall only be applied to pay amounts actually owed by Developer for the Developer Parkway Cost. In addition, the parties acknowledge that Developer has agreed to pay one-half of the Parkway Construction Cost in accordance with the terms of this Agreement. To the extent that all four lanes of Timnath Parkway are not fully completed by the Town as currently contemplated for any reason (whether by a failure of appropriation of the full amount of the Town’s share of the costs, a change in Town personnel, or any other reason), Developer’s share of the relevant construction costs shall never exceed one-half of such costs. Accordingly, in the event all four lanes of Timnath Parkway are not fully completed by the Town for any reason, the Town will reimburse the Developer for any overpayment of Parkway Unit Fees no later than thirty (30) days following the Developer’s Outside Payment Date.

B. Harmony Road – Prior Cost: Town has completed improvements to a portion of Harmony Road abutting the Property at a cost of $1,459,100 (“Harmony Road Prior Cost”). Developer agrees to reimburse Town for one-half of the Harmony Road Prior Cost, which is $729,550 (“Developer Harmony Prior Cost”). The parties acknowledge that Town owes Developer $325,182 as of May 1, 2017 (with interest accruing at a rate of $53.29/day) under a prior agreement (“Town Debt”). The parties agree that Developer will forgive the Town Debt as partial consideration for payment of the Developer Harmony Prior Cost. The Town also agrees to provide a credit to Developer of $116,000, consisting of metropolitan district facilities fees associated with the Town’s acquisition of parcel PA 16 from Developer, to be applied to the Developer Harmony Prior Cost. The remaining Developer Harmony Prior Cost balance after forgiveness of the Town Debt and applying the credit will be determined upon the signing of this Agreement and paid to Town upon the approval and recording of the Final Plat for Phase 1. As an example, if this Agreement is signed on June 1, 2017 the Developer Harmony Prior Cost balance to be paid to the Town will be $286,769.

C. Harmony Road – Future Improvements Fee: Town has constructed future Harmony Road improvements abutting the Property in accordance with the construction plan attached hereto as Exhibit I (“Harmony Road Future Improvements”). The total construction cost for the Harmony Road Future Improvements is $4,144,000 (“Harmony Road Future Cost”). Developer agrees to reimburse the Town for one-half of the Harmony Road Future Cost equal to $2,072,000 (“Developer Harmony Future Cost”). In order to pay down its reimbursement of the Developer Harmony Future Cost, Developer will be charged a fee of $2,072 per SFD Unit, $691 per SFA Unit, and $345 per MF Unit (“Harmony Unit Fee”) contained within each Phase, due upon approval and recording of the corresponding Final Plat. Upon the Town’s receipt of total Harmony Unit Fees of $2,072,000, Developer shall have no further payment obligations related to the Harmony Road Future Cost.
D. **Boxelder Floodplain Mitigation Fee:** The parties agree that the total Boxelder Floodplain Mitigation Fee associated with the Property to be paid by Developer is $1,364,076 ("Developer Boxelder Impact Fee"). In order to pay down the Developer Boxelder Impact Fee, Developer will be charged a fee of $1,364 per SFD Unit, $455 per SFA Unit, and $227 per MF Unit ("Boxelder Unit Fee") contained within each Phase, due upon approval and recording of the corresponding Final Plat. Upon the Town’s receipt of total Boxelder Unit Fees of $1,364,076, Developer shall have no further payment obligations related to the Developer Boxelder Impact Fee.

E. **Park Fees:** Developer shall not be charged any “Fees in Lieu of Park Dedication” by the Town. Rather, Developer shall improve and convey those parks and recreational facilities identified on Exhibit J of this Agreement to a metropolitan district. Town acknowledges and agrees that such park improvement and conveyance is in compliance with all Code requirements and shall be Developer’s sole obligation to the Town with regard to Community Parkland dedication.

F. **Impact Fees:** Developer is required to pay all then-current impact fees, including Park Impact Fees, per the Town Code.

5. **County Road 40 Infrastructure Improvements.** Developer shall design the improvements to be made to County Road 40 from 500 feet west of Main Street to 800 feet east of the Property line, as required by LCUASS. Developer shall widen and pave the County Road 40 improvements from its intersection with Main Street to its intersection with the eastern boundary of that portion of the Property adjacent to County Road 40 in accordance with then-current Town Code design and construction standards as more specifically set forth below, inclusive of auxiliary turn lanes abutting Developer’s property as required by the approved traffic report. The Parties agree that the widening of County Road 40 will be constructed in the following phases:

A. **CR 40 Phase 1:** Developer will construct a 50 foot cross-section with curb and gutter and sidewalks on the south side based upon the LCUASS Minor Arterial, 2 Lane Arterial designation with a 100 foot right-of-way from the intersection of County Road 40 / Main Street to the intersection of County Road 40 / Timnath Parkway, which improvements are generally depicted in Exhibit K-1 attached hereto ("CR 40 Phase 1"). CR 40 Phase 1 will be constructed at the time the Parkway Phase 1A is constructed.

B. **CR 40 Phase 2:** Developer will construct a 50 foot cross-section with curb and gutter and sidewalks on the south side based upon the LCUASS Minor Arterial, 2 Lane Arterial designation with a 100 foot right-of-way from the intersection of County Road 40 / Timnath Parkway along that portion of County Road 40 adjacent to the Property, which improvements are generally depicted in Exhibit K-2 attached hereto ("CR 40 Phase 2"). CR 40 Phase 2 will be constructed at the earlier to occur of (i) development of the corresponding Phase that abuts County
Road 40, or (ii) when traffic counts show in excess of 1,000 vehicle trips per day on any one lane of the abutting portion of County Road 40.

Except as specifically set forth in this Section, Developer shall have no obligation to design, construct, or pay for any other portion of County Road 40. The Town does not have any contribution requirement whatsoever with respect to CR 40 Phase 1 or CR 40 Phase 2.


A. GID Reimbursements. The Parties hereto acknowledge and agree that the Developer is agreeing to undertake the construction and/or funding of certain extraordinary improvements in connection with this development, which extraordinary improvement costs are described in Exhibit L, attached hereto. Additionally, the Parties agree and acknowledge the Developer’s willingness to convey property to the Town referred to as PA 16, as described in Exhibit M, attached hereto, pursuant to terms provided below. In consideration of the extraordinary improvement costs being borne by Developer and the extraordinary benefits to the Town associated with the conveyance of PA 16 pursuant to the terms below, the Town and Developer agree to cooperate to organize a General Improvement District (the “GID”) for the purpose of reimbursing Developer for its share of the extra-ordinary improvements described on Exhibit L. The costs of organizing and administering the GID (including reasonable attorneys’ fees) shall be reimbursed to the Town on a first priority basis, followed by the Developer’s extra-ordinary costs described on Exhibit L. The GID will be authorized to impose up to an aggregate 15 mill levy and will have a 40 year mill levy term limitation, after which any outstanding reimbursement debts shall be forgiven in their entirety.

B. PA 16 Purchase Terms. Town will pay Developer $1,900,000 for PA 16. Developer shall be responsible for design and construction of all 4th Avenue improvements to the standard required by the traffic study supporting the development of the Property at the time that the Parkway Phase 1A is constructed to the extent reasonably necessary to provide access to Old Town. Town will be responsible for any enhancements beyond the local street cross-section. The metropolitan district overlying the Property (except for PA 16) shall be authorized to impose up to (i) an aggregate 25 mill levy for commercial property and (ii) an aggregate 50 mill levy for residential property, inclusive of both debt service and operations and maintenance. PA 16 will not be included within the GID or within any metropolitan district organized by Developer without the future written consent of the Town. Any imposition above this amount constitutes a breach of this agreement and shall void the Developer’s reimbursement rights described above. Except as set forth in this Section, after its acquisition by the Town the development of PA 16 shall not be governed by or subject to any of the provisions of this Agreement or any subsequent modifications or amendments hereto.

C. Storm Sewer Use by Developer. The parties acknowledge that Developer will need to design and construct significant on-site dewatering and water drainage
improvements in order to fully develop the Property. The Town acknowledges that it has certain existing storm sewer facilities located in the southwestern corner of the Property that can be used to drain water from the Property into the Cache La Poudre River south of the Property. Commensurate with the signing of this Agreement, the Town will take all reasonable action within the Town’s control to grant access and drainage rights to Developer, for the benefit of the Property, to enable Developer to utilize the available excess capacity in these existing storm sewer facilities to drain water from the Property into the Cache La Poudre River as part of the Developer’s ongoing dewatering and drainage plan. Developer shall have the sole responsibility for obtaining all ground water discharge rights and permissions required under state law.

D. Sugar Trail Extension. The Parties acknowledge that as currently constructed, Sugar Trail is a non-compliant permanent dead-end street as defined by LCUASS, and that an extension of Sugar Trail through the Property would create a non-compliant permanent street per LCUASS. However, because fire department access is required for any development along Sugar Trail, the Developer will design and construct an extension of Sugar Trail from the point that the existing Sugar Trail right-of-way intersects the Property boundary to the intersection with Honeycomb Avenue as generally depicted on Exhibit N (“Sugar Trail Extension”). For the avoidance of doubt, Developer is only responsible for construction of the portion of the Sugar Trail Extension that is located on the Property. The Town agrees to waive all non-compliant design elements in order to allow for the construction of the Sugar Trail Extension.

7. Completion of Public Improvements and Landscaping. Developer shall install all Public Improvements and Landscaping in compliance with the requirements of this Agreement at Developer’s expense. Toward this end, Developer is authorized to coordinate with a metropolitan district or districts to provide Public Improvements but Developer shall retain primary responsibility for all Public Improvements. Any metropolitan districts are separate entities and are not parties to this Agreement. The Public Improvements and Landscaping required by this Agreement and shown on the Final Plat for each Phase and associated construction documents are set forth on the Exhibits hereto, which Exhibits shall be supplemented as future plats are processed. The anticipated costs of the Public Improvements and the Landscaping are included in line-item format on the Exhibits hereto, as applicable. Developer acknowledges these costs are estimates and the actual costs of such Public Improvements and Landscaping may vary between approval of this Agreement and construction of the applicable Public Improvements and Landscaping. All Public Improvements and Landscaping covered by this Agreement shall be constructed in accordance with the Final Plat for each Phase and associated plans and construction documents, which shall be approved by the Town and shall be drawn according to the Town’s then-existing regulations and construction standards for such Public Improvements and Landscaping (collectively, the “Approved Plans”).

8. Public Improvements to be Managed by Districts. Developer has included the Property within the Town’s boundaries for the purpose of securing potable water services to the Property to be provided by the Fort Collins-Loveland Water District (the “Water District”), and for the purpose of securing sanitary sewer services to the Property to be provided by the South...
Fort Collins Sanitation District (the “Sewer District”) (the Water District and Sewer District are collectively referred to as the “Districts”). Developer acknowledges that it is in the Town’s best interest that ongoing potable water and sanitary sewer services and infrastructure are properly coordinated with services and infrastructure to be provided by the Town. Therefore, the Public Improvements, except where specifically provided otherwise, include the facilities to be constructed by the Developer that are required by each of the Districts.

9. Building Permits. The Town, in its sole discretion, will issue building permits for construction of Units for which Public Improvements have received Substantial Completion. For purposes hereof, “Substantial Completion” shall require the installation of standard utilities (water, sewer, gas and electric) so that they are operational and available for connection and service to the building sites in question, sidewalks are installed and the streets servicing the building sites in question have an all-weather surface consisting of the first lift of asphalt. There shall be no issuance of any occupancy certificates for any Unit until all Public Improvements serving such Unit have been granted Initial Acceptance by the Town as provided for in the Code. As a limited exception to the requirements contained in this Paragraph, the Town hereby agrees that up to nine (9) building permits for model homes may be issued and outstanding at any given time for the entirety of the Property upon the Substantial Completion of the improvements described above.


A. Completion Security for Public Improvements. To assure the construction, installation, and completion of the Public Improvements in all Phases of the Property, Developer shall, prior to commencing any work within a particular Phase of the Property, furnish to the Town Engineer an irrevocable standby letter of credit in substantially the form attached hereto as Exhibit O or other security reasonably acceptable to the Town Engineer (“Completion Security”) to secure the completion of Public Improvements required by this Agreement for the applicable Phase of the development. Town shall be designated as a beneficiary of the Completion Security. The Completion Security shall be provided Phase by Phase and shall be in an amount equal to one hundred percent (100%) of the estimated costs of the Public Improvements to be completed within a Phase. The amount of the Completion Security shall not include the portion of the Public Improvements which are to be constructed for the water improvements managed by the Water District or the sanitary sewer improvements managed by the Sewer District, nor shall it include any costs of improvements for gas, electric, telephone, or cable TV. Upon provision of such Completion Security to Town in a manner acceptable to the Town Engineer for the applicable Phase, construction permits for Public Improvements may be issued by Town within such Phase. Upon completion of fifty percent (50%) or more of the Public Improvements within a Phase, as verified by the Town Engineer, Developer may request that the one hundred percent (100%) Completion Security be reduced to fifty percent (50%) of the initial Completion Security pending Town approval and at the sole discretion of the Town Engineer. Upon issuance of a letter of Initial Acceptance for the required improvements of the applicable Phase of development by the Town Engineer in accordance with the provisions herein, the Completion Security will be reduced to twenty percent (20%) of the initial Completion Security to be held as Warranty Security for such Phase or released once replaced by Warranty Security as described below. Upon Initial Acceptance of all of the Public Improvements within a Phase, the Town may, at its discretion, reduce the Completion Security to
ten percent (10%) of the actual costs of the Public Improvements for that Phase. The Completion Security shall remain in place until Final Acceptance, as defined below, is issued by the Town for the improvements within the applicable Phase.

B. **Warranty Security.** Developer shall warrant any and all Public Improvements for a period of two (2) years from the date Town issues an Initial Acceptance Letter (as defined below) for the applicable Phase that has been constructed ("**Warranty Period**"). As a condition to issuance of any Initial Acceptance Letter of any Public Improvements, Developer shall provide to Town a warranty bond or other security in a form satisfactory to the Town Engineer ("**Warranty Security**"), and in the amount of the remaining Completion Security set forth in paragraph above, to ensure that Public Improvements for which Initial Acceptance has occurred will attain Final Acceptance by Town during the Warranty Period, which Warranty Security will be satisfied by either retention or replacement of the remaining Completion Security. If prior to the issuance of a letter of Final Acceptance, any significant warranty work is required in connection with Public Improvements for which an Initial Acceptance Letter has been issued by the Town Engineer, Town may require Warranty Security for up to two (2) years from the date of completion of such significant warranty work, provided that the two (2) year period for the remainder of the Public Improvements in such Phase shall not be so extended. In such event, the Town Engineer shall issue a supplemental Initial Acceptance Letter specifying the Warranty Security required by Town and the work to be completed by Developer prior to issuance of a letter of Final Acceptance for such Public Improvements.

11. **Public Improvement Construction Plan Review.** The plans and construction documents for all Public Improvements shall be drawn according to regulations and construction standards of Town for such improvements. All applicable plans for Public Improvements shall be subject to review and approval by Town to determine if such plans are in general conformance with applicable Town standards. No commencement of construction of Public Improvements shall occur without plan approval by Town. Prior to commencement of construction of any Public Improvement, Developer shall attend a pre-construction meeting with Town Engineer to assure compliance of all proposed activities with this Agreement and the Code.

12. **Construction Testing.** Developer, at its sole expense, shall employ a professionally qualified, independent testing company to perform all testing of materials or construction as may be reasonably required by Town to ensure compliance with applicable standards and specifications. All testing companies so employed by Developer shall maintain and have in effect a professional liability insurance policy with policy limits of at least one million dollars ($1,000,000), which will provide coverage for damage sustained by Town which is caused by the professional negligence of such company, its employees or agents in completing such testing and shall provide proof of insurance to Town upon request. Developer shall furnish Town with certified copies of test results and agrees to release and authorize full access to Town and its designated representatives for all work-up materials, procedures and documents used in preparing the test results.

13. **Construction Inspection.** At all times during construction of the Public Improvements and until Final Acceptance thereof by Town, Town shall have the right, but not the duty, to inspect materials and workmanship to ascertain conformance with the Approved
Plans and applicable standards and specifications. Developer shall reasonably cooperate and assist Town in gaining appropriate access to the areas designated for the inspection. Inspection and acceptance of work by the Town shall not relieve Developer of any responsibility under third party claims regardless of Initial or Final Acceptance thereof.

14. **Initial Acceptance of Public Improvements.** Upon substantial completion of construction by Developer of the applicable Phase of such Public Improvements, and upon notification thereof to Town by Developer, the Town Engineer shall inspect such Public Improvements and certify with specificity their conformity or lack thereof with the Approved Plans. At such time, Developer shall make all corrections necessary to bring the Public Improvements into conformity with such Approved Plans. Upon satisfactory completion of the initial inspection and completion of corrections by Developer, and after submission of required documents to Town, including written and electronic record plans and the applicable Warranty Security, Town shall certify Initial Acceptance of the Public Improvements and evidence the same by issuance of a letter of initial acceptance from Town Engineer to Developer specifying in detail the Public Improvements being initially accepted (“**Initial Acceptance Letter**”). Initial Acceptance for any Phase shall be deemed to have occurred upon the issuance of the applicable Initial Acceptance Letter. The two (2) year Warranty Period for the applicable Phase shall commence on the date set forth in the Initial Acceptance Letter. Except as otherwise set forth herein, Initial Acceptance of all Public Improvements by Town for any Phase shall be an express condition to the issuance of any certificates of occupancy for such Phase of the Property for which such Public Improvements are required.

15. **Final Acceptance of Public Improvements.** Upon expiration of the Warranty Period set forth in the Initial Acceptance Letter for Public Improvements for the applicable Phase, Developer shall provide notice to Town Engineer that the Public Improvements are ready for final inspection. Upon satisfactory completion of the final inspection, and after conveyance of the Public Improvements as provided herein, and after payment of all fees due Town related to the Phase for which Final Acceptance is requested, Town shall certify Final Acceptance of the Public Improvements and evidence the same by issuance of a letter of Final Acceptance from Town Engineer to Developer specifying in detail the Public Improvements being finally accepted and the Warranty Security for such Phase shall be released (“**Final Acceptance**”). If upon final inspection by Town, significant defects are discovered, Town may elect to issue a supplemental Initial Acceptance Letter (instead of Final Acceptance) specifying corrective work to be completed and additional Warranty Period in accordance with paragraph 10 above. All such corrective work shall be the sole expense of Developer.

16. **Documents Provided to Town Upon Initial Acceptance.** Developer shall provide all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible record plans drawings certified accurate by a professional engineer registered in the State of Colorado. Developer shall provide Town and the Districts copies of such record plans drawings in written and electronic format as specified by Town upon Initial Acceptance. As-built drawings shall be required for all Public Improvements constructed by the Developer that will be dedicated to the Town.
17. **Conveyance or Dedication of Improvements.** Except for Public Improvements dedicated to the Water District, Sewer District, or metropolitan districts organized to serve the Property, as applicable, as a condition of Final Acceptance, Developer shall convey to Town all Public Improvements required by the Final Plat for each Phase and, upon request by Town, shall execute such bills of sale as Town may request to assure title thereto is vested in Town notwithstanding the date of construction or Initial Acceptance of such Public Improvements. Acceptance of Public Improvements by dedication on the Final Plat shall not constitute Initial or Final Acceptance of such improvements.

18. **Proof of Ownership.** Prior to the recordation of any Final Plat, a title commitment for the Property shall be provided to Town at the expense of Developer. The title commitment shall show that any portion of the Property to be dedicated to Town, and all property reserved or dedicated for public purposes, is or shall be, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable as Town determines in its reasonable discretion. The title commitment shall be provided by Developer within thirty (30) days after execution hereof as to any property to be dedicated to Town pursuant to such Final Plat and commit to insure Town in an amount equal to the fair market value of such property. An update to such title commitment shall be provided upon request of Town as a condition of Final Acceptance, with the title policy evidenced by such commitment update to be provided to Town thirty (30) days after Final Acceptance. Developer further agrees to provide quitclaim deeds as deemed necessary by the Town in order to facilitate proper categorization of the property for tax assessment purposes by the Larimer County Tax Assessor.

19. **Trails.** The plans for the Property include trails to be open to the public. Such trails shall be constructed with the Public Improvements of the Property as identified on the applicable Exhibits. In addition, Developer shall construct any trails designated on the Property by the Town Parks, Recreation, Open Space, and Trails Master Plan, dated May 2011, as amended and updated from time to time (the “**PROST Plan**”) in compliance with all then-required width, materials, and thickness requirements. Specifically, Developer will be responsible for constructing a paved trail adjacent to Harmony Road at a width of 10 feet, the timing and description of which is more specifically described in Exhibit G.

20. **Improvements to Abutting Streets and Other Offsite Improvements.** **Exhibit C** sets forth the obligations of Developer for Phase by Phase improvements to abutting streets and other offsite improvements necessitated by the development of the Project. Except as specifically referenced on Exhibit C or elsewhere in this Agreement, Developer shall have no other design, construction, or payment obligations for any abutting streets or offsite improvements.

21. **Breach by Developer: Town’s Remedies.** Should Developer become aware of any actual or anticipated breach of any of the terms and conditions of this Agreement by such Developer, it shall notify Town of such actual or anticipated breach immediately. Should Town become aware of any breach by notice from Developer or otherwise, Town may take such action as permitted or authorized by this Agreement, the Code, or any applicable law, rule or regulation, as Town deems necessary to protect the public health, safety, and welfare; to protect Unit buyers
and builders; and to protect the citizens of Town from hardship and undue risk. These remedies include, but are not limited to:

A. The refusal to issue any building permit or certificate of occupancy to Developer for any Unit(s) platted on the Property;

B. The revocation of any such building permit previously issued to Developer under which construction directly related to such building permit has not commenced;

C. The issuance of a stop work order for any construction related to or impacted by the breach;

D. Any other remedy available at law or in equity.

Unless necessary to protect the immediate public health, safety, and welfare, or to protect the interest of Town with regard to security given for the completion of the public improvements, Town shall provide Developer thirty (30) days written notice of its intent to take any action under this paragraph, during which thirty-day period Developer may cure the breach described in the notice and prevent further action by Town; provided, however, if such breach cannot be reasonably cured within such thirty-day period, then Town agrees to reasonably extend such thirty-day period so long as Developer has commenced such cure within such thirty-day period and is diligently pursuing the same to completion. In no event shall the extension of time to cure the breach exceed ninety days.

22. Indemnification. Developer shall indemnify and hold harmless Town, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable with respect to construction of the Public Improvements through the date of Final Acceptance; and Developer shall pay any and all judgments rendered against Town as the result of any suit, action or claim, together with all reasonable expenses and attorneys’ fees incurred by Town in defending any such suit, action or claim, excluding only suits, actions and claims arising from Town’s independent negligence or intentional malfeasance. Developer’s indemnity obligations under this Section 22 shall run through the expiration of all applicable statutes of limitations commencing upon the issuance of Final Acceptance. Developer shall pay all property taxes on the Property dedicated to Town to the date of conveyance after Final Acceptance, and shall indemnify and hold harmless Town for any property tax liability until such time as the Larimer County Tax Assessor updates its records to reflect said dedication.

23. Insurance. Developer shall, during the construction of Public Improvements and through the date of Final Acceptance, have and maintain in full force and effect comprehensive liability insurance providing coverage to such Developer and its employees, providing general liability, and comprehensive automobile liability insurance. Developer shall also require that all its contractors, subcontractors, representatives and agents have and maintain similar coverage, including professional liability, if applicable. Coverage on all policies shall not be less than the per occurrence cap as set forth in the Colorado Governmental Immunity Act as that Act may from time to time be amended. Additionally, the policies of Developer and each of Developer’s
contractors, subcontractors, representatives and agents shall name Town and its agents, officials and employees, provided such individuals are acting within the ordinary scope of their duties to the Town, as additional insureds. Developer shall at all times fully comply with the Colorado Worker’s Compensation Act, and shall use its best reasonable efforts to ensure that each of its contractors and subcontractors are in full compliance with the Act. Prior to, and as a condition of the issuance of any building permits by Town, Developer shall submit certificates of insurance in compliance with the standards set forth above. Nothing herein shall be construed to relieve or discharge Developer of its liability to Town or the Districts under the terms of this Agreement should Developer for any reason fail to procure and maintain any required insurance in sufficient amounts.

24. **Waiver of Defects.** In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement, the Annexation Agreements as amended hereby, or any Final Plat.

25. **Modifications.** This Agreement shall not be amended except by subsequent written agreement of the parties.

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

27. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns as the case may be.

28. **Invalid Provision.** If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the 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 void, and the other of which render the provision valid, then the provision shall have the meaning which renders it valid.

29. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that exclusive venue for such suit or action shall be in Larimer County, Colorado.

30. **Attorney Fees.** Should this Agreement become the subject of litigation to resolve a claim of default of performance, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses, and court costs.

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

**Notice to Town:**
Town of Timnath  
4800 Goodman Street  
Timnath, Colorado 80547  
Fax No. (970) 224-3217

**With copy to:**
Town General Counsel  
Robert G. Rogers, Esq.  
White, Bear, Ankele, Tanaka & Waldron Professional Corporation  
2154 E. Commons Ave, Suite 2000  
Centennial, CO 80122  
Telephone 303-858-1800  
Fax No. 303-858-1802  
Email: rrogers@wbapc.com

**Notice to Developer:**
CAC Timnath, LLC  
Attn: Bill Hosler  
Attn: Michael Kuykendall  
66 Franklin Street, Suite 200  
Oakland, CA 94607  
Email: bhosler@catellus.com  
Email: mkuykendall@catellus.com

**With Copy to:**
Polsinelli  
Attn: John R. Heronimus, Esq.  
1401 Lawrence Street, Suite 2300  
Denver, CO 80202-2498  
Email: jheronimus@polsinelli.com

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

33. **Approvals.** Whenever approval or acceptance of Town is necessary pursuant to any provisions of this Agreement, Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

34. **Entire Agreement.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with documents approved by the Town Council at a public meeting. This Agreement, all Final Plats, and the Annexation Agreements as amended hereby embody the whole agreement of the Parties with respect to the Property. There are no promises, terms, conditions or obligations other than those contained herein, which together supersede all previous communications, representations
or agreements, either verbal or written between the Parties hereto. In the event that the Property is subdivided and Units are sold to different individuals in the future, this Agreement may be amended by agreement between the Developer and Town, without consent of such future Unit owners to the extent such amendment does not adversely affect such other future Unit owners in a material manner as determined in the sole and absolute discretion of Town. In the event that the provisions of this Agreement conflict with any provision in the Annexation Agreements, the provisions of this Agreement will control.

35. **Subject to Annual Appropriation and Budget.** The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Developer expressly understands and agrees that the Town’s obligations under this Agreement (“Town’s Obligations”) shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town’s Obligations exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement. While the Town’s Obligations are subject to annual appropriations, the Town hereby acknowledges and agrees to exercise its appropriation discretion in good faith and fair dealing, as established by *City of Golden v. Parker*, 138 P.3d 285 (Colo. 2006), when making annual appropriation decisions regarding funds necessary to complete the Town’s Obligations. Should the Town fail to appropriate funds for any fiscal year necessary to continue the Town’s Obligations, then (a) Developer shall have all remedies available to it under applicable law, and (b) the requirement of Developer to continue completion of the Developer’s obligations under this Agreement may be suspended, at the Developer’s sole discretion, until such time as the Town has appropriated the funds necessary to continue the Town’s Obligations.

36. **Assignment or Assignments.** There shall be no transfer or assignment of any of the rights or obligations of a Developer under this Agreement without the prior written approval of Town, which approval shall not be unreasonably withheld if the transferee has qualifications and net worth acceptable to Town in its reasonable discretion and which transferee has assumed the obligations of Developer under this Agreement in writing to the satisfaction of Town. Notwithstanding the foregoing, Developer has the express right to assign this Agreement without Town’s consent to any affiliated entity controlled by Developer. Any attempted assignment or delegation in violation hereof shall be null and void.

37. **Recording of Agreement.** The covenants of this Agreement touch and concern the Property. Therefore, this Agreement shall be promptly recorded in the real estate records of Larimer County and shall be a covenant running with the Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
38. **Further Assurances.** The parties shall execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.

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

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

41. **Title and Authority.** Developer expressly warrants and represents to Town that as of the date hereof it is the record owner of all of the property constituting the Property. All the parties represent and warrant, together with the undersigned individual(s), that the undersigned individual(s) have full power and authority to enter into this Subdivision Improvement Agreement. Each party understands that the other parties are relying on such representations and warranties in entering into this Agreement.

42. **Exhibits to be Supplemented.** This Agreement shall be signed concurrently with recordation of a Final Plat. The exhibits to this Agreement shall be supplemented to include future filings concurrently with recordation of the Final Plat for each future filing.

*(Signature page to follow)*
WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

Attest:

By: ____________________________  By: ____________________________
   Milissa Peters, Town Clerk        Jill Grossman Belisle, Mayor

TOWN OF TIMNATH, COLORADO

CAC TIMNATH, LLC,
a Delaware limited liability company

By: ____________________________
   Name: ____________________________
   Title: ____________________________
EXHIBIT LIST

The following Exhibits are a part of and incorporated within the Subdivision Improvement Agreement for Timnath Landing:

EXHIBIT A  Property Description
EXHIBIT B  Public Improvement Schedule By Phase including Costs in Line-Item Format
EXHIBIT C  Abutting And Offsite Public Improvements By Phase Including Costs In Line-Item Format
EXHIBIT D  Landscape Plan By Phase Including Costs In Line-Item Format
EXHIBIT E  On-Site Phasing Plan
EXHIBIT F  Off-Site Phasing Plan
EXHIBIT G  Trail Plan By Phase
EXHIBIT H-1  Timnath Parkway Ultimate Design
EXHIBIT H-2  Timnath Parkway Interim Design
EXHIBIT H-3  Timnath Parkway Right of Way and Easement Acquisition
EXHIBIT H-4  Timnath Parkway Construction Plan Parkway Phase 1A
EXHIBIT H-5  Timnath Parkway Construction Plan Parkway Phase 1B
EXHIBIT H-6  Timnath Parkway Construction Plan Parkway Phase 1C
EXHIBIT H-7  Timnath Parkway Construction Plan Parkway Phase 2
EXHIBIT H-8  Timnath Parkway Construction Plan Parkway Phase 3
EXHIBIT I  Future Harmony Road Improvements
EXHIBIT J  Timnath Landing Parks
EXHIBIT K-1  CR 40 Phase 1
EXHIBIT K-2  CR 40 Phase 2
EXHIBIT L  GID Extraordinary Improvement Reimbursement List
EXHIBIT M  PA 16 Legal Description
EXHIBIT N  Sugar Trail Extension Design
EXHIBIT O  Form of Letter of Credit
EXHIBIT P  FHU Memo
EXHIBIT A

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Property Description

Recorded Plat to be Substituted upon Recordation

TWO PARCELS OF LAND LYING IN SECTION 35, TOWNSHIP 7 NORTH, RANGE 68
WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF
COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF
SAID SECTION 35, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST
QUARTER TO BEAR S89°40'50"E; THENCE ALONG SAID SOUTH LINE S89°40'50"E, A
DISTANCE OF 121.26 FEET TO NORTHEAST RIGHT-OF-WAY LINE OF THE
COLORADO AND SOUTHERN RAILROAD AS RECORDED AT BOOK T, PAGE 346 OF
THE LARIMER COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHEAST RIGHT-OF-WAY LINE N50°24'42"W, A DISTANCE
OF 2,963.37 FEET;
THENCE N00°14'31"E, A DISTANCE OF 384.30 FEET;
THENCE S89°45'29"E, A DISTANCE OF 30.00 FEET;
THENCE N00°14'31"E, A DISTANCE OF 380.15 FEET TO THE NORTH LINE OF THE
SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE ALONG SAID NORTH LINE S89°46'32"E, A DISTANCE OF 905.61 FEET;
THENCE N00°13'28"E, A DISTANCE OF 300.00 FEET;
THENCE N00°05'50"E, A DISTANCE OF 282.85 FEET;
THENCE N89°54'10"W, A DISTANCE OF 906.87 FEET;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE N00°02'16"E, A DISTANCE OF
70.79 FEET;
THENCE N89°57'44"W, A DISTANCE OF 60.00 FEET;
THENCE N00°02'16"E, A DISTANCE OF 465.00 FEET TO THE SOUTH LINE OF THAT
PARCEL OF LAND DESCRIBED AT RECEIPTION NO. 99073702 OF THE LARIMER
COUNTY RECORDS;
THENCE ALONG SAID SOUTH LINE S89°57'45"E, A DISTANCE OF 987.48 FEET;
THENCE ALONG THE EAST LINE OF SAID PARCEL N00°02'16"E, A DISTANCE OF
1,521.58 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID
SECTION 35;
THENCE ALONG SAID NORTH LINE S89°48'54"E, A DISTANCE OF 1,216.33 FEET TO
THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35;
THENCE ALONG SAID NORTH LINE S89°54'07"E, A DISTANCE OF 788.31 FEET TO
THE SOUTHWESTERLY LINE OF A 75 FOOT WIDE RIGHT-OF-WAY AS DESCRIBED
AT BOOK 186, PAGE 60 OF THE LARIMER COUNTY RECORDS;
THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:
1. S40°54'07"E, A DISTANCE OF 117.85 FEET;
2. S08°54'07"E, A DISTANCE OF 85.80 FEET;
3. S01°35'53"W, A DISTANCE OF 103.76 FEET;
4. S20°09'07"E, A DISTANCE OF 114.07 FEET;
5. S40°54'07"E, A DISTANCE OF 108.07 FEET;
6. S44°34'07"E, A DISTANCE OF 111.10 FEET;
7. S74°09'07"E, A DISTANCE OF 113.93 FEET;
8. S86°24'07"E, A DISTANCE OF 108.63 FEET;
9. N79°35'53"E, A DISTANCE OF 107.72 FEET;
10. N70°05'53"E, A DISTANCE OF 101.07 FEET;
THENCE S00°00'00"E, A DISTANCE OF 723.05 FEET;
THENCE S53°14'54"E, A DISTANCE OF 1,443.05 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER;
THENCE ALONG SAID EAST LINE S00°06'35"W, A DISTANCE OF 535.02 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER;
THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER S00°06'32"W, A DISTANCE OF 2648.14 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER;
THENCE ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER N89°40'50"W, A DISTANCE OF 2,528.14 FEET TO THE POINT OF BEGINNING, CONTAINING 19,039,866 SQUARE FEET OR 437.095 ACRES, MORE OR LESS.

PARCEL 2
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR S89°40'50"E; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 N89°39'13"W, A DISTANCE OF 36.75 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE N89°39'13"W, 2,605.65 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER;
THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER N00°14'31"E, A DISTANCE OF 780.70 FEET;
THENCE S89°45'29"E, A DISTANCE OF 42.00 FEET;
THENCE N00°14'31"E, A DISTANCE OF 910.58 FEET;
THENCE S89°39'28"E, A DISTANCE OF 335.84 FEET;
THENCE N00°11'20"E, A DISTANCE OF 131.11 FEET TO THE SOUTHWEST LINE OF THE COLORADO AND SOUTHERN RAILROAD RIGHT-OF-WAY AS RECORDED AT BOOK T, PAGE 346 OF THE LARIMER COUNTY RECORDS;
THENCE ALONG SAID SOUTHWEST LINE S50°24'42"E, A DISTANCE OF 2,880.96 FEET TO THE POINT OF BEGINNING, CONTAINING 2,630,795 SQUARE FEET OR 60.395 ACRES, MORE OR LESS.

PARCELS 1 AND 2 TOGETHER CONTAIN 21,670,661 SQUARE FEET OR 497.490 ACRES, MORE OR LESS.
EXHIBIT B

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Public Improvement Schedule By Phase Including Costs In Line-Item Format
# Exhibit B

## Earthwork & Grading

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strip Site and Stockpile</td>
<td>38,729</td>
<td>CY</td>
<td>$1.21</td>
<td>$46,851.20</td>
</tr>
<tr>
<td>Overlaid Cuff II with 55% ASTM D698 Compaction</td>
<td>189,699</td>
<td>CY</td>
<td>$1.75</td>
<td>$330,750.00</td>
</tr>
<tr>
<td>Respread Strippings at Nonstructural Areas</td>
<td>47,500</td>
<td>CY</td>
<td>$1.35</td>
<td>$64,125.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL - GRADING</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$441,726.20</strong></td>
</tr>
</tbody>
</table>

## Storm Sewer

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Forebay</td>
<td>1</td>
<td>EA</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>West Forebay</td>
<td>1</td>
<td>EA</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>Trickle Channel</td>
<td>412</td>
<td>LF</td>
<td>$4.96</td>
<td>$2,012.16</td>
</tr>
<tr>
<td>Pond Overflow Spillway</td>
<td>1</td>
<td>EA</td>
<td>$11,500.00</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>Pond Outlet Structure</td>
<td>1</td>
<td>EA</td>
<td>$17,500.00</td>
<td>$17,500.00</td>
</tr>
<tr>
<td>60' Concrete FES</td>
<td>1</td>
<td>EA</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>60' RCP Class III</td>
<td>95</td>
<td>LF</td>
<td>$230.00</td>
<td>$21,850.00</td>
</tr>
<tr>
<td>36' RCP Class III</td>
<td>497</td>
<td>LF</td>
<td>$124.00</td>
<td>$61,628.00</td>
</tr>
<tr>
<td>36' Concrete FES</td>
<td>1</td>
<td>EA</td>
<td>$1,345.84</td>
<td>$1,345.84</td>
</tr>
<tr>
<td>30' RCP Class III</td>
<td>115</td>
<td>LF</td>
<td>$104.00</td>
<td>$11,960.00</td>
</tr>
<tr>
<td>24' RCP Class III</td>
<td>590</td>
<td>LF</td>
<td>$82.00</td>
<td>$48,380.00</td>
</tr>
<tr>
<td>18' RCP Class III</td>
<td>1112</td>
<td>LF</td>
<td>$55.00</td>
<td>$61,100.00</td>
</tr>
<tr>
<td>20' TYPE R Inlet</td>
<td>2</td>
<td>EA</td>
<td>$11,500.00</td>
<td>$23,000.00</td>
</tr>
<tr>
<td>10' TYPE R Inlet</td>
<td>1</td>
<td>EA</td>
<td>$9,500.00</td>
<td>$9,500.00</td>
</tr>
<tr>
<td>5' Dia Storm Manhole</td>
<td>3</td>
<td>EA</td>
<td>$4,800.00</td>
<td>$14,400.00</td>
</tr>
<tr>
<td>4' Dia Storm Manhole</td>
<td>5</td>
<td>EA</td>
<td>$4,200.00</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>Box Base Manhole</td>
<td>1</td>
<td>EA</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>Remove Existing 24&quot; FES</td>
<td>1</td>
<td>EA</td>
<td>$750.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>Connect to Existing 24&quot; RCP w/ Concrete Collar</td>
<td>1</td>
<td>EA</td>
<td>$1,682.17</td>
<td>$1,682.17</td>
</tr>
<tr>
<td><strong>SUBTOTAL STORM SEWER</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$341,759.53</strong></td>
</tr>
</tbody>
</table>

## Storm Sewer - Pond to the Entrance Road

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>18' RCP Class III</td>
<td>59</td>
<td>LF</td>
<td>$55.00</td>
<td>$3,245.00</td>
</tr>
<tr>
<td>36' RCP Class III</td>
<td>19</td>
<td>LF</td>
<td>$124.00</td>
<td>$2,356.00</td>
</tr>
<tr>
<td>42' RCP Class III</td>
<td>127</td>
<td>LF</td>
<td>$160.00</td>
<td>$20,320.00</td>
</tr>
<tr>
<td>48' RCP Class III</td>
<td>201</td>
<td>LF</td>
<td>$180.00</td>
<td>$36,180.00</td>
</tr>
<tr>
<td>54' RCP Class III</td>
<td>676</td>
<td>LF</td>
<td>$200.00</td>
<td>$135,600.00</td>
</tr>
<tr>
<td>54' Flared End section</td>
<td>1</td>
<td>EA</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Box Base Manhole</td>
<td>3</td>
<td>EA</td>
<td>$9,000.00</td>
<td>$27,000.00</td>
</tr>
<tr>
<td>6' Dia Storm Manhole</td>
<td>2</td>
<td>EA</td>
<td>$6,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>5' TYPE R Inlet</td>
<td>4</td>
<td>EA</td>
<td>$4,562.34</td>
<td>$18,249.36</td>
</tr>
<tr>
<td><strong>SUBTOTAL - Storm Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$258,950.36</strong></td>
</tr>
</tbody>
</table>

## Timnath Parkway - Water Utilities

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connect to Existing</td>
<td>1</td>
<td>EA</td>
<td>$4,291.77</td>
<td>$4,291.77</td>
</tr>
<tr>
<td>24&quot; PVC C905</td>
<td>3065</td>
<td>LF</td>
<td>$115.00</td>
<td>$355,120.00</td>
</tr>
<tr>
<td>24&quot; 11 25 Bend</td>
<td>8</td>
<td>EA</td>
<td>$2,017.28</td>
<td>$16,138.24</td>
</tr>
<tr>
<td>24&quot; 45 Bend</td>
<td>2</td>
<td>EA</td>
<td>$2,213.32</td>
<td>$4,426.64</td>
</tr>
<tr>
<td>24&quot; Butterfly Valve</td>
<td>5</td>
<td>EA</td>
<td>$7,000.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>24&quot; x 12&quot; Cross</td>
<td>1</td>
<td>EA</td>
<td>$3,685.51</td>
<td>$3,685.51</td>
</tr>
<tr>
<td>24&quot; x 6&quot; Cross</td>
<td>1</td>
<td>EA</td>
<td>$3,431.04</td>
<td>$3,431.04</td>
</tr>
<tr>
<td>24&quot; Plug</td>
<td>1</td>
<td>EA</td>
<td>$1,345.22</td>
<td>$1,345.22</td>
</tr>
<tr>
<td>24&quot; Depression</td>
<td>3</td>
<td>EA</td>
<td>$11,709.40</td>
<td>$35,128.20</td>
</tr>
<tr>
<td>8&quot; Plug w/ biocover</td>
<td>1</td>
<td>EA</td>
<td>$1,544.15</td>
<td>$1,544.15</td>
</tr>
<tr>
<td>PRV &amp; Vault</td>
<td>1</td>
<td>EA</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

Exhibit B - Page 2
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Fire Hydrant Assembly</td>
<td>4</td>
<td>EA</td>
<td>$5,429.15</td>
<td>$21,716.60</td>
</tr>
<tr>
<td>13 8&quot; PVC C900</td>
<td>147</td>
<td>LF</td>
<td>$40.00</td>
<td>$5,880.00</td>
</tr>
<tr>
<td>14 8&quot; Gate Valve</td>
<td>2</td>
<td>EA</td>
<td>$1,450.76</td>
<td>$2,901.52</td>
</tr>
<tr>
<td>15 Bore at Railroad Crossing</td>
<td>120</td>
<td>LF</td>
<td>$759.71</td>
<td>$91,165.20</td>
</tr>
<tr>
<td><strong>TOTAL - TIMNATH PARKWAY WATER</strong></td>
<td></td>
<td></td>
<td></td>
<td>$632,254.09</td>
</tr>
<tr>
<td><strong>AKIN DITCH - RELOCATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 30&quot; HDPE Pipe</td>
<td>1200</td>
<td>LF</td>
<td>$75.00</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>2 Manhole</td>
<td>5</td>
<td>EA</td>
<td>$2,750.00</td>
<td>$13,750.00</td>
</tr>
<tr>
<td>3 Connect to Existing</td>
<td>2</td>
<td>EA</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL AKIN DITCH</strong></td>
<td></td>
<td></td>
<td></td>
<td>$107,750.00</td>
</tr>
<tr>
<td><strong>HARMONY ROAD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Subgrade Prep - Flyash</td>
<td>700</td>
<td>SY</td>
<td>$9.00</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>2 7&quot; Aggregates Base Course</td>
<td>700</td>
<td>SY</td>
<td>$10.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>3 5.5&quot; Asphalt Pavement</td>
<td>700</td>
<td>SY</td>
<td>$27.00</td>
<td>$18,900.00</td>
</tr>
<tr>
<td>4 Street Lights</td>
<td>5</td>
<td>EA</td>
<td>$7,500.00</td>
<td>$37,500.00</td>
</tr>
<tr>
<td>5 Signs and Striping</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>6 Sawcut existing asphalt</td>
<td>640</td>
<td>LF</td>
<td>$2.00</td>
<td>$1,280.00</td>
</tr>
<tr>
<td>7 10&quot; Concrete Sidewalk</td>
<td>2200</td>
<td>LF</td>
<td>$50.00</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>8 Traffic Signal at Harmony and Signal Drive</td>
<td>0.5</td>
<td>LS</td>
<td>$300,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL HARMONY ROAD</strong></td>
<td></td>
<td></td>
<td></td>
<td>$345,980.00</td>
</tr>
<tr>
<td><strong>CONCRETE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 6&quot; Vertical Curb &amp; Gutter &amp; Prep</td>
<td>3500</td>
<td>LF</td>
<td>$19.00</td>
<td>$68,500.00</td>
</tr>
<tr>
<td>2 6&quot; Median Curb</td>
<td>1050</td>
<td>LF</td>
<td>$17.00</td>
<td>$17,850.00</td>
</tr>
<tr>
<td>3 6&quot; Monolithic Curb, Gutter, Walk</td>
<td>5250</td>
<td>LF</td>
<td>$31.12</td>
<td>$163,390.00</td>
</tr>
<tr>
<td>4 Concrete Sidewalk</td>
<td>14300</td>
<td>SY</td>
<td>$3.50</td>
<td>$50,050.00</td>
</tr>
<tr>
<td>5 Median Paving</td>
<td>7500</td>
<td>SF</td>
<td>$15.00</td>
<td>$112,500.00</td>
</tr>
<tr>
<td>6 Concrete Crosshairs</td>
<td>7050</td>
<td>SF</td>
<td>$7.50</td>
<td>$52,875.00</td>
</tr>
<tr>
<td>7 Handicap Ramps</td>
<td>36</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$54,000.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL CONCRETE</strong></td>
<td></td>
<td></td>
<td></td>
<td>$517,155.00</td>
</tr>
<tr>
<td><strong>ASPHALT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Subgrade Prep - Flyash</td>
<td>18600</td>
<td>SY</td>
<td>$8.00</td>
<td>$148,800.00</td>
</tr>
<tr>
<td>2 7&quot; Aggregates Base Course</td>
<td>18600</td>
<td>SY</td>
<td>$9.00</td>
<td>$167,400.00</td>
</tr>
<tr>
<td>3 5.5&quot; Asphalt Pavement</td>
<td>15200</td>
<td>SY</td>
<td>$22.50</td>
<td>$342,000.00</td>
</tr>
<tr>
<td>4 Manhole Adjustment</td>
<td>13</td>
<td>EA</td>
<td>$500.00</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>5 Valve Adjustment</td>
<td>7</td>
<td>EA</td>
<td>$275.00</td>
<td>$1,925.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL ASPHALT</strong></td>
<td></td>
<td></td>
<td></td>
<td>$658,200.00</td>
</tr>
<tr>
<td><strong>Accessory Items</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Street Lights</td>
<td>23</td>
<td>EA</td>
<td>$4,500.00</td>
<td>$103,500.00</td>
</tr>
<tr>
<td>2 Sleeves for utilities</td>
<td>8</td>
<td>EA</td>
<td>$2,500.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>3 Signs and Striping</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL ACCESSORY ITEMS</strong></td>
<td></td>
<td></td>
<td></td>
<td>$138,500.00</td>
</tr>
<tr>
<td><strong>WATER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 8&quot; PVC C900</td>
<td>4100</td>
<td>LF</td>
<td>$30.00</td>
<td>$123,000.00</td>
</tr>
<tr>
<td>2 8&quot; x 8&quot; Cross</td>
<td>2</td>
<td>EA</td>
<td>$961.46</td>
<td>$1,922.92</td>
</tr>
<tr>
<td>3 8&quot; x 6&quot; Tee</td>
<td>1</td>
<td>EA</td>
<td>$961.46</td>
<td>$961.46</td>
</tr>
<tr>
<td>4 8&quot; Bend (45 degree &amp; 22.5 degree)</td>
<td>11</td>
<td>EA</td>
<td>$713.22</td>
<td>$7,845.42</td>
</tr>
<tr>
<td>5 8&quot; Gate Valve</td>
<td>13</td>
<td>EA</td>
<td>$1,741.95</td>
<td>$22,484.55</td>
</tr>
<tr>
<td>6 Air Relief Valve</td>
<td>1</td>
<td>EA</td>
<td>$4,249.08</td>
<td>$4,249.08</td>
</tr>
<tr>
<td>7 8&quot; Deafton</td>
<td>3</td>
<td>EA</td>
<td>$1,750.00</td>
<td>$5,250.00</td>
</tr>
<tr>
<td>8 Fire Hydrant Assembly (includes flx6 tee)</td>
<td>15</td>
<td>EA</td>
<td>$5,182.80</td>
<td>$77,732.50</td>
</tr>
<tr>
<td>9 3/4&quot; DOM Water Services</td>
<td>55</td>
<td>EA</td>
<td>$2,132.31</td>
<td>$117,277.05</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Cost</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>----------</td>
<td>------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td>Tie to Exis Mains</td>
<td>3</td>
<td>EA</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL WATER**  
$375,894.76

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8” Sanitary Sewer</td>
<td>2400</td>
<td>LF</td>
<td>$55.00</td>
<td>$132,000.00</td>
</tr>
<tr>
<td>2</td>
<td>4” Dia Manhole</td>
<td>23</td>
<td>EA</td>
<td>$4,500.00</td>
<td>$103,500.00</td>
</tr>
<tr>
<td>3</td>
<td>8” x 4” Sanitary Sewer Services</td>
<td>56</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$82,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Connect to Existing</td>
<td>2</td>
<td></td>
<td>$5,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL SANITARY SEWER**  
$328,000.00

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Electric</td>
<td>55</td>
<td>Lots</td>
<td>$2,500.00</td>
<td>$137,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Gas service</td>
<td>55</td>
<td>Lots</td>
<td>$800.00</td>
<td>$44,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Telephone Trenching</td>
<td>55</td>
<td>Lots</td>
<td>$300.00</td>
<td>$16,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Stakes for utilities</td>
<td>55</td>
<td>Lots</td>
<td>$500.00</td>
<td>$27,500.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL DRY UTILITIES**  
$225,500.00

**TOTAL**  
$4,371,669.96
EXHIBIT C

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Abutting And Offsite Public Improvements By Phase Including Costs In Line-Item Format

1. **County Road 40 – Phase One**
   a. County Road 40 Phase One will be constructed at the time the Parkway Phase 1A is constructed. See section 5A for further phasing detail.

2. **County Road 40 – Phase Two**
   a. County Road 40 Phase 2 will be constructed at the earlier to occur of (i) development of the corresponding Phase that abuts County Road 40, or (ii) when traffic counts show in excess of 1,000 vehicle trips per day on any one lane of the abutting portion of County Road 40. See section 5B for further phasing detail.

3. **Main Street (County Road 5)**
   a. Improvements will only be constructed on the east side of Main Street along the section of Main Street immediately adjacent to the Property. The improvements shall consist of (1) a bike lane on the east side of Main Street adjacent to the Property (2) curb and gutter on the east side of Main Street adjacent to the Property (3) sidewalk on the east side of the Main Street adjacent to the Property. Main Street improvements will be constructed when the Timnath Landing Filing One lots adjacent to Main Street are constructed.

4. **Harmony Road – Prior Cost**
   a. Town has completed improvements to a portion of Harmony Road abutting the Property. The Developer is responsible for reimbursing the Town fifty-percent (50%) of cost of construction ($1,459,100). See section 4B for payment timing details.

5. **Harmony Road - Future Improvements Fee**
   a. Town has constructed improvements abutting the Property which will be reimbursed to Town through Harmony Unit Fees per the SIA. See section 4C for further timing details.

6. **Traffic Signals**
   a. Developer is responsible for 25% of the traffic signal cost at Three Bell Parkway and Harmony Road. Developer shall construct the 25% traffic signal during Phase 4 of the Development.
   b. Developer is responsible for 50% of the traffic signal cost at Signal Tree and Harmony Road. Developer shall construct the 50% traffic signal during Phase One of the Development.
   c. Developer is responsible for 50% of the traffic signal at Walker Manufacturing (the intersection of Timnath Landing Boulevard and Harmony Road). Developer shall construct the 50% traffic signal during Phase Two B of the Development.
### County Road 40 - Phase One

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; Vertical Curb &amp; Gutter w/2' Pan</td>
<td>1,500</td>
<td>LF</td>
<td>$12.82</td>
<td>$19,230.00</td>
</tr>
<tr>
<td>6&quot; Detached Walk</td>
<td>1,500</td>
<td>LF</td>
<td>$25.00</td>
<td>$37,500.00</td>
</tr>
<tr>
<td>Handicap Ramps w/Truncated Dome Armor Tile</td>
<td>6 EA</td>
<td></td>
<td>$1,325.00</td>
<td>$7,950.00</td>
</tr>
<tr>
<td>Concrete Crosspan 8.5&quot; Thick</td>
<td>1,500</td>
<td>SF</td>
<td>$7.00</td>
<td>$10,500.00</td>
</tr>
<tr>
<td>5.5&quot; Asphalt, 7&quot; Road Base w/Fly Ash Treatment</td>
<td>6,000</td>
<td>SY</td>
<td>$40.00</td>
<td>$240,000.00</td>
</tr>
<tr>
<td>Sawcut asphalt</td>
<td>1,500</td>
<td>LF</td>
<td>$1.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

$316,680.00

### County Road 40 - Phase Two

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; Vertical Curb</td>
<td>3,000</td>
<td>LF</td>
<td>$12.82</td>
<td>$38,460.00</td>
</tr>
<tr>
<td>6&quot; Detached Walk</td>
<td>3,000</td>
<td>LF</td>
<td>$25.00</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Handicap Ramps w/Truncated Dome Armor Tile</td>
<td>2 EA</td>
<td></td>
<td>$1,325.00</td>
<td>$2,650.00</td>
</tr>
<tr>
<td>5.5&quot; Asphalt, 7&quot; Road Base w/Fly Ash Treatment</td>
<td>11,667</td>
<td>SY</td>
<td>$40.00</td>
<td>$466,666.67</td>
</tr>
<tr>
<td>Sawcut asphalt</td>
<td>3,000</td>
<td>LF</td>
<td>$1.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Earthwork</td>
<td>11S</td>
<td></td>
<td>$40,000.00</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

$625,776.67

### Main Street (County Road 5)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>30&quot; RCP</td>
<td>21</td>
<td>LF</td>
<td>$10.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>36&quot; RCP</td>
<td>203</td>
<td>LF</td>
<td>$130.00</td>
<td>$26,390.00</td>
</tr>
<tr>
<td>20&quot; Type R Inlet</td>
<td>1</td>
<td>EA</td>
<td>$12,500.00</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>5&quot; DIA Sewer Manhole</td>
<td>1</td>
<td>EA</td>
<td>$5,200.00</td>
<td>$5,200.00</td>
</tr>
<tr>
<td>8&quot; Monolithic Curb, Gutter, Walk</td>
<td>1,000</td>
<td>LF</td>
<td>$32.00</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>Concrete Crosspan 8.5&quot; Thick</td>
<td>1,500</td>
<td>SF</td>
<td>$7.00</td>
<td>$10,500.00</td>
</tr>
<tr>
<td>Handicap Ramps w/Truncated Dome Armor Tile</td>
<td>6 EA</td>
<td></td>
<td>$1,325.00</td>
<td>$7,950.00</td>
</tr>
<tr>
<td>4&quot; Asphalt, 6&quot; Road Base w/Fly Ash Treatment</td>
<td>4,000</td>
<td>SY</td>
<td>$25.00</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Sawcut asphalt</td>
<td>1,100</td>
<td>LF</td>
<td>$4.00</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>Mill and overlay Main Street</td>
<td>2,444</td>
<td>SY</td>
<td>$12.00</td>
<td>$29,333.33</td>
</tr>
</tbody>
</table>

$228,483.33

### Harmony Road - Prior Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harmony Road Developer Contribution</td>
<td>50%</td>
<td>Percent</td>
<td>$1,459,100.00</td>
<td>$729,550.00</td>
</tr>
</tbody>
</table>

$729,550.00

### Harmony Road - Future Improvements Fee

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harmony Road Developer Contribution</td>
<td>50%</td>
<td>Percent</td>
<td>$4,144,000.00</td>
<td>$2,072,000.00</td>
</tr>
</tbody>
</table>

$2,072,000.00

### Traffic Signals

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three Boll Parkway &amp; Harmony Road</td>
<td>50%</td>
<td>Percent</td>
<td>$350,000.00</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>Signal Tree &amp; Harmony Road</td>
<td>50%</td>
<td>Percent</td>
<td>$350,000.00</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>Timnath Landing Boulevard &amp; Harmony Road</td>
<td>25%</td>
<td>Percent</td>
<td>$350,000.00</td>
<td>$87,500.00</td>
</tr>
</tbody>
</table>

$437,500.00

#### Notes
1. Construction costs above are for budgetary and planning purposes only and may differ from actual costs. To the extent applicable, Developer will submit the actual construction costs (including construction management, design and other soft costs) to the Metro and General Improvement Districts for reimbursement.
EXHIBIT D
AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT FOR TIMNATH LANDING

Landscape Plan By Phase Including Costs In Line-Item Format

Must include landscaping along Harmony Road for the length of the Property.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Area Landscaping - PA 17</td>
<td>80,000</td>
<td>SF</td>
<td>$4.00</td>
<td>$320,000.00</td>
</tr>
<tr>
<td>Harmony Road Street Trees</td>
<td>36</td>
<td>EA</td>
<td>$600.00</td>
<td>$21,600.00</td>
</tr>
<tr>
<td>Harmony Road Turf Type Tall Fescue (including prep and irrigation)</td>
<td>56,000</td>
<td>SF</td>
<td>$1.50</td>
<td>$84,000.00</td>
</tr>
<tr>
<td><strong>TOTAL LANDSCAPING</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$425,600.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$425,600.00</strong></td>
</tr>
</tbody>
</table>
EXHIBIT E

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

On-Site Phasing Plan
EXHIBIT F

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Off-Site Phasing Plan

1. **County Road 40 – Phase One**
   a. County Road 40 Phase One will be constructed at the time the Parkway Phase 1A is constructed. See section 5A for further detail.

2. **County Road 40 – Phase Two**
   a. County Road 40 Phase 2 will be constructed at the earlier to occur of (i) development of the corresponding Phase that abuts County Road 40, or (ii) when traffic counts show in excess of 1,000 vehicle trips per day on any one lane of the abutting portion of County Road 40. See section 5B for further detail.

3. **Main Street (County Road 5)**
   a. Improvements will only be constructed on the east side of Main Street along the section of Main Street immediately adjacent to the Property. The improvements shall consist of (1) a bike lane on the east side of Main Street adjacent to the Property (2) curb and gutter on the east side of Main Street adjacent to the Property (3) sidewalk on the east side of the Main Street adjacent to the Property. Main Street improvements will be constructed when the Timnath Landing Filing One Lots adjacent to Main Street are constructed.

4. **Harmony Road – Prior Cost**
   a. Town has completed improvements to a portion of Harmony Road abutting the Property. The Developer is responsible for reimbursing the Town fifty-percent (50%) of cost of construction ($1,459,100). See section 4B for payment details.

5. **Harmony Road - Future Improvements Fee**
   a. Town has constructed improvements abutting the Property which will be reimbursed to Town through Harmony Unit Fees per the SIA. See section 4C for further details.
EXHIBIT G

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Trail Plan By Phase
EXHIBIT H-1

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Timnath Parkway Ultimate Design
EXHIBIT H-2

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Timnath Parkway Interim Design
EXHIBIT H-3

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Timnath Parkway Right of Way and Easement Acquisition
EXHIBIT H-4

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Timnath Parkway Construction Plan Phase 1A
EXHIBIT H-5

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Timnath Parkway Construction Plan Phase 1B
EXHIBIT H-6

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Timnath Parkway Construction Plan Phase 1C
EXHIBIT H-7

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Timnath Parkway Construction Plan Phase 2
EXHIBIT H-8

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Timnath Parkway Construction Plan Phase 3
EXHIBIT I

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Future Harmony Road Improvements
GENERAL NOTES

1. All materials, workmanship, and construction of public improvements shall be erected in accordance with the standards and specifications set forth in the Standard Plans, Uniform AWWA Standards, and Uniform Fire Protection Engineering Standards. Where there are differences between these standards, this document shall control. Any deviations from these standards shall be in accordance with the approval of the appropriate authority.

2. All references to Uniform AWWA Standards shall be of the latest revision of such standards, uniform specifically for the project.

3. All water construction shall conform to the latest edition of the Uniform Fire Protection Engineering Standards. All sanitary sewer construction shall conform to the latest edition of the Standard Plans. AWWA standards shall apply to all items not specifically mentioned on the plans.

4. The contractor shall be responsible for the fabrication, erection, and installation of all components shown on the plans. All components shall be in accordance with the plans and specifications.

5. The contractor shall be responsible for the quality control of all work performed by subcontractors. Any subcontractor shall be approved by the owner.

6. The contractor shall be responsible for the quality control of all work performed by any independent contractor. Any independent contractor shall be approved by the owner.

7. The contractor shall be responsible for the quality control of all work performed by any independent contractor. Any independent contractor shall be approved by the owner.

8. The contractor shall be responsible for the quality control of all work performed by any independent contractor. Any independent contractor shall be approved by the owner.

AWARD SET FOR CONSTRUCTION

Callaghan Engineering, LLC
P.O. Box 1213
Tulsa, OK 74901

March 1, 2023

To: [Vendor Name]

Subject: Award for Project [Project Name]

Dear [Vendor Name],

We are pleased to inform you that your company has been awarded the project for the construction of [Project Name]. Your company has been selected based on the quality of your proposal and our evaluation of your capabilities.

Please review the attached contract, which outlines the terms and conditions of the agreement. You will need to sign and return a copy of the contract within [Deadline] to confirm your acceptance of the terms.

If you have any questions or concerns, please do not hesitate to contact us at [Contact Information].

Thank you for your interest in our project. We look forward to working with you.

Sincerely,

[Your Name]
Callaghan Engineering, LLC

[Signature]

[Attach Contract]

[Attach Company Logo]
Exhibit I - Page 7
<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>CONTRACT DESCRIPTION</th>
<th>UNIT</th>
<th>WT/FL</th>
<th>WT/CY</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>ROADWAY Central Reservoir</td>
<td>CY</td>
<td>1000</td>
<td>0.5</td>
</tr>
<tr>
<td>002</td>
<td>FORWARDING Section A</td>
<td>CY</td>
<td>841</td>
<td>0.5</td>
</tr>
<tr>
<td>003</td>
<td>FORWARDING Section B</td>
<td>CY</td>
<td>396</td>
<td>0.5</td>
</tr>
<tr>
<td>004</td>
<td>FORWARDING Section C</td>
<td>CY</td>
<td>396</td>
<td>0.5</td>
</tr>
</tbody>
</table>

**GENERAL NOTES:**

A. **NOTE:** The following plans and specifications are for construction purposes only. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

B. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

C. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

D. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

E. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

F. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

G. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

H. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

I. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

J. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

K. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

L. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

M. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

N. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

O. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

P. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

Q. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

R. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

S. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

T. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

U. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

V. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

W. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

X. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

Y. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

Z. **NOTE:** The plans and specifications are intended to provide general guidelines for the construction of the project. The Town of Timnath reserves the right to modify these plans and specifications at any time without prior notice.

**AWARD SET:**

**09-21-2016**

**FOR CONSTRUCTION**

---

**CULVERT GENERAL INFORMATION:**

- **U1of10**
- **Exhibit I - Page 46**
1. **Quick Coupling Valve in Box**
   - Rectangular valve box with locking lid.

2. **RP Backflow W/ Enclosure**
   - Irrigation valve wires with a twelve inch (12") min. expansion coil.
   - Finished grade.
   - Sch. 40 PVC reducer bushing.
   - Four (4) 4" x 8" bricks.
   - Mainline pipe from master valve/flow sensor detail for mainline pipe size.
   - Flow sensor. (See irrigation plans for make and model).
   - Three-eights inch (3/8") welded wire mesh.
   - Three inch (3") thick layer of pea gravel or approved equal.
   - 6FK39 & HOERZ URBAN TREE FOUNDATION

3. **Brass Isolation Valve**
   - Controller wire with 30 inch linear length of coil, with plastic I.D. tag and waterproof connectors.
   - Two 6x2x16 concrete block caps, one on each side of the box.
   - Outlet pipe same size as valve, 24" min. length to first fitting.
   - PVC union with short nipples.
   - Set box flush at turf.

4. **Master Valve/Flow Sensor Assembly for RainMaster**
   - Flow sensor make and model number shall be per controller manufacturer's specifications and recommendations. (See irrigation plans).
   - Valve box shall be wrapped with a min. of three (3) mil thick plastic and secure it to the valve box using duct tape or electrical tape.
   - Valve box shall be wrapped with a min. of three (3) mil thick plastic and secure it to the valve box using duct tape or electrical tape.
   - All wire runs shall be continuous without any splices. Wire connections shall be made using DBR/Y-6 connectors or approved equal.

5. **Flow Sensor**
   - Flow sensor wire shall be per the controller manufacturer's specifications.
   - Flow sensor make and model number shall be per controller manufacturer's specifications and recommendations. (See irrigation plans).

6. **1" Drip Valve/Filter/Regulator**
   - Filter as specified.
   - Pressure regulator as specified.
   - PVC true union ball valve.
   - SxT tee w/ 2" nipple at mainline.

7. **Drip Emitter at 1/4" Tubing**
   - Single-outlet emitter.
   - 3/4" poly drip tubing.
   - Tie-down stake.
   - Top of mulch elevation.
   - 1/4" distribution tubing.
   - 1/4" poly drip tubing.
   - Diffuser bug cap.
   - Place poly drip tubing over weed barrier.
   - 1/4" tubing stake.
1. All grounding requirements for controllers shall conform to local electric codes.
2. Grounding rod shall not be located in the same trench as the irrigation mainlines or lateral lines.
3. Valve box shall be wrapped with a minimum 3 mil thick plastic and secured to the valve box using duct tape or electrical tape.
4. Install grounding rod per the controller manufacturer's specifications and recommendations.
EXHIBIT J

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Timnath Landing Parks
EXHIBIT K-1

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

CR 40 Phase 1

1. **County Road 40 – 2-Lane Arterial Cross Section**

   ![Diagram](source: Larimer County Urban Area Street Standards 2-Lane Arterial (LCUASS Figure 7-31))

   **Figure 27. 2-Lane Arterial Cross Section**

2. **Developer Responsibility**

   a. 16-foot asphalt median;
   b. 13-foot asphalt travel lane (southern travel lane only);
   c. 7-foot bike lane, including curb and gutter (southern bike lane only);
   d. 10-foot parkway (southern parkway only);
   e. 6-foot walk (southern walk only);
   f. 14-foot utility easement (southern utility easement only).
EXHIBIT K-2

AMENDED AND MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

CR 40 Phase 2

1. **County Road 40 – 2-Lane Arterial Cross Section**

   ![Diagram of 2-Lane Arterial Cross Section]

   *Source: Larimer County Urban Area Street Standards 2-Lane Arterial (LCUASS Figure 7-3L)*

   **Figure 27. 2-Lane Arterial Cross Section**

2. **Developer Responsibility**

   a. 16-foot asphalt median;
   b. 13-foot asphalt travel lane (southern travel lane only);
   c. 7-foot bike lane, including curb and gutter (southern bike lane only);
   d. 10-foot parkway (southern parkway only);
   e. 6-foot walk (southern walk only);
   f. 14-foot utility easement (southern utility easement only).
EXHIBIT L

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

GID Extraordinary Improvement Reimbursement List

<table>
<thead>
<tr>
<th>SIA Reference</th>
<th>Cost Item</th>
<th>Total Cost</th>
<th>Catellus Share</th>
<th>Catellus Expenditure</th>
<th>GID Eligibility</th>
<th>Eligible GID Proceeds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4.A. Timnath Landing Parkway¹</td>
<td>9,865,145</td>
<td>50%</td>
<td>4,932,573</td>
<td>100%</td>
<td>4,932,573</td>
</tr>
<tr>
<td></td>
<td>4.B. Harmony Road Prior Cost</td>
<td>1,459,100</td>
<td>50%</td>
<td>729,550</td>
<td>100%</td>
<td>729,550</td>
</tr>
<tr>
<td></td>
<td>4.C. Harmony Road Future Cost</td>
<td>4,144,000</td>
<td>50%</td>
<td>2,072,000</td>
<td>100%</td>
<td>2,072,000</td>
</tr>
<tr>
<td></td>
<td>4.D. Boxelder Floodplain Mitigation Fee</td>
<td>1,364,076</td>
<td>100%</td>
<td>1,364,076</td>
<td>100%</td>
<td>1,364,076</td>
</tr>
<tr>
<td></td>
<td>5. CR40 Extra Improvements</td>
<td>1,000,000</td>
<td>100%</td>
<td>1,000,000</td>
<td>100%</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>17,832,321</td>
<td></td>
<td>10,098,199</td>
<td></td>
<td>10,098,199</td>
</tr>
</tbody>
</table>

| Total Eligible GID Proceeds² | 10,098,199 |

Footnotes

¹ The Total Cost will be the actual Developer Parkway Cost including the Developer Parkway Reconciliation Payment (if any).
² Total Eligible GID Proceeds may increase, as explained in Footnote 1.
EXHIBIT M

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

PA 16 Legal Description

[See attached exhibit.]
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 35 BEARS SO°14'31"W; THENCE S89°46'32"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 502.00 FEET; THENCE S00°14'31"W, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING;

THENCE S89°46'32"E ALONG A LINE PARALLEL WTH AND 42.00 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 883.03 FEET;
THENCE S44°32'08"E, A DISTANCE OF 34.00 FEET;
THENCE S00°02'18"W, A DISTANCE OF 141.19 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 765.00 FEET AND A CENTRAL ANGLE OF 39°53'02", 528.07 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S39°35'18"W, A DISTANCE OF 538.50 FEET TO THE NORTHEASTERLY LINE OF A 100 FOOT WIDE RAILROAD RIGHT-OF-WAY AS DESCRIBED IN BOOK 1 AT PAGE 346 OF THE LARIMER COUNTY RECORDS;
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE N50°24'42"W, A DISTANCE OF 546.74 FEET;
THENCE N00°14'31"E, A DISTANCE OF 384.30 FEET;
THENCE S89°45'29"E, A DISTANCE OF 30.00 FEET;
THENCE N00°14'31"E, A DISTANCE OF 338.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 748.841 SQUARE FEET OR 17.191 ACRES, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS.
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.

DRAWN BY: BEJ
APPROVED BY: SHH
JOB NO: 13416
DATE: 06/07/2017
PAGE 1 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. THIS DRAWING DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ACCOMPANYING LEGAL DESCRIPTION.
EXHIBIT N

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Sugar Trail Extension Design

[See attached exhibit.]
EXHIBIT O

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

Form of Letter of Credit

[See attached exhibit.]
IRREVOCABLE STANDBY LETTER OF CREDIT

Date of Issue: ___________
Issuing Bank: ___________
Letter of Credit No.: ___________
Amount: $__________

Town of Timnath (“Town”)
4800 Goodman Street
Timnath, Colorado  80547

Ladies and Gentlemen:

The issuing bank hereby establishes this Irrevocable Standby Letter of Credit in the Town’s favor for an amount up to the aggregate sum of _______________ dollars ($_________).

Funds under this credit are available to the town by its draft or drafts drawn at sight on the issuing bank, containing the number of this Letter of Credit as set forth above.

Partial drawings are permitted.

The sole condition for payment of any draft drawn under this Letter of Credit is that the draft be accompanied by a letter, on the Town’s letterhead, signed by the Town Manager or Director of Planning and the Town Attorney, stating that _____________________ its successor, transferee, or assign, has failed to perform in accordance with the Development Agreement for improvements benefiting the ___________________________ dated the _______ day of __________, 20___.

Demands for payment by the Town pursuant to this Letter of Credit shall be deemed timely if deposited in the U.S. Mail prior to its date of expiration, affixed with first-class postage, and addressed to the above letterhead address.

This Letter of Credit is irrevocable, unconditional, non-transferable, and non-assignable.

This Letter of Credit shall have an initial term of one (1) year from its Date of Issue, but shall be deemed automatically extended without amendment or other action by either party for additional periods of one (1) year from the present or any future expiration date hereof; unless the issuing bank provides the Town with written notice, by registered mail, return receipt requested, at least ninety (90) days prior to the expiration date, that it does not wish to extend this Letter of Credit for an additional period. After receipt by the Town of such notice, the Town may draw hereunder, on or before the then-applicable expiration date, and for the then-remaining available amount by means of the Town’s sight draft, drawn on the issuing bank, accompanied by a letter, on the Town’s letterhead, signed by the Town Manager or Director of Planning and the Town Attorney, stating the following:
The Town is in receipt of written notice from ______________ of its election not to renew its Letter of Credit No. ___________ for an additional term of one (1) year and ______________ its successor, transferee, or assign, is still obligated to the Town under the Development Agreement for improvements benefiting the ________________ and an acceptable replacement Letter of Credit has not been received.

The issuing bank agrees that such drafts will be processed in good faith and duly honored upon presentation to it.

The issuing bank further agrees that the exclusive venue for any action concerning this Letter of Credit shall be, at the sole election of the Town, in either the District Court for Weld County, Colorado, or the District Court for Larimer County, Colorado. It further agrees that the procedural and substantive laws of the State of Colorado shall apply to any such action.

In the event it becomes necessary for the Town to bring an action to enforce the terms of this Letter of Credit, or any action alleging wrongful dishonor of this Letter of Credit, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and all costs and expenses associated with such litigation. The issuing bank further agrees that if it brings an action against the Town related directly or indirectly to this Letter of Credit, the prevailing party in such action shall likewise be entitled to recover its reasonable attorney fees and all costs and expenses associated with such litigation.

The amount of funds available under this Letter of Credit may not be reduced except by payment of drafts drawn hereunder, or pursuant to written authorization given to the issuing bank by the Town.

Except as otherwise provided for above, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication Number 600.

Very truly yours,

__________________________

By: ___________________________ [SIGNATURE MUST BE NOTARIZED]

Signature of Authorized Signing Officer(s)

________________________________

Print Name(s)
STATE OF _________________  )
COUNTY OF _________________  )

The foregoing instrument was acknowledged before me this ___ day of ____________, 20______, by ____________________.

Witness my hand and official seal.

________________________________________
Notary Public

My commission expires: ____________________
EXHIBIT P

AMENDED AND RESTATED MASTER SUBDIVISION IMPROVEMENT AGREEMENT
FOR TIMNATH LANDING

FHU Memo

[See attached exhibit.]
June 2, 2017

MEMORANDUM

TO: Don Taranto, PE, Town of Timnath

FROM: Jenny Young, PE, AICP
Rich Follmer, PE, PTOE

SUBJECT: Timnath Parkway Triggers
Project No. 114311-04

Felsburg Holt & Ullevig (FHU) completed a Traffic Impact Analysis for Timnath Landing in November 2015. Subsequently, we were asked to complete an analysis of the proposed land use revisions for the Timnath Village portion of the project. A letter dated March 17, 2017 documents a trip generation comparison and it comments on intersection geometry, access, and traffic control affected by the land use revisions. The March 2017 letter states that "Timnath Parkway does not need to be constructed to its complete Parkway cross-section. It can include only one lane in each direction." This conclusion is based on the level of traffic volumes anticipated from development of Timnath Village (without the Parkway crossing the railroad tracks).

The Town of Timnath has subsequently asked FHU, in our role as an on-call engineering consultant to the Town, to develop recommendations on triggers for construction of the various segments of the Parkway in its initial (2-lane) and ultimate (4-lane) configuration. The intent of this effort is to identify triggers that are fair for both the Town of Timnath and for the Timnath Landing developers.

We have approached this task by looking at several factors that may trigger the need for construction of the various segments of the Parkway:

- **Traffic Volumes** – When the daily traffic volumes exceed the planning level capacity of 8,000 vehicles per lane per day, the traffic volumes would trigger the need for a new or widened segment.

- **Development Timing** – It is our understanding that the cost to construct the full section of the Parkway is the obligation of the adjacent developers – half for the development east of the Parkway and half for the development west of the Parkway. As such, development on one side of the Parkway would trigger the interim configuration (2 lanes), and development on both sides of the Parkway would trigger the ultimate configuration (4 lanes).

- **Connectivity** – The need for a connected street network that provides access to the greater arterial network to avoid negative traffic impacts to the downtown area.
June 2, 2015
Don Taranto, PE, Town of Timnath
Page 2

We have divided the Parkway into three segments, as follows:

- Segment 1: Harmony Road to the Railroad (without a crossing of the railroad)
- Segment 2: Railroad to Grand View Avenue (includes an at-grade crossing of the railroad)
- Segment 3: Grand View Avenue to Buss Grove

Table 1 identifies when each of the triggers would be met and necessitate construction of the initial and ultimate configuration of the three segments. The prevailing trigger (in the last column) identifies the trigger which is expected to occur first. The “Areas” referenced in the table refer to the five areas identified on the Timnath Landing Site Plan.

Based on this approach, in all cases, the Development Timing Trigger is the Prevailing Trigger and should be used to guide the Town on when construction of the initial and ultimate configurations of the Parkway segments will be needed. This approach will result in a completed Parkway (in its ultimate 4-lane configuration) at the time of development on both sides of the street.
### Table 1. Parkway Triggers

<table>
<thead>
<tr>
<th>Segment</th>
<th>Configuration</th>
<th>Traffic Volume Trigger</th>
<th>Development Timing Trigger</th>
<th>Connectivity Trigger</th>
<th>Prevailing Trigger</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial (2 Lanes)</td>
<td>Area 4 or 5</td>
<td>Area 4 or 5</td>
<td>N/A</td>
<td>Area 4 or 5</td>
</tr>
<tr>
<td>1</td>
<td>Ultimate (4 Lanes)</td>
<td>Close to buildout of Timnath Landing</td>
<td>Area 4 and 5</td>
<td>N/A</td>
<td>Area 4 and 5</td>
</tr>
<tr>
<td>2 &amp; 3</td>
<td>Initial (2 Lanes)</td>
<td>Area 1 or 2 or 3</td>
<td>Area 1 or 2 or 3</td>
<td>Area 1 or 2 or 3 (As soon as RR crossing is made; need to connect to Buss Grove)</td>
<td>Area 1 or 2 or 3</td>
</tr>
<tr>
<td>2</td>
<td>Ultimate (4 Lanes)</td>
<td>Overall growth in traffic (estimated to be 2040)</td>
<td>Area 1 and 2 and 3</td>
<td>N/A</td>
<td>Area 1 and 2 and 3</td>
</tr>
<tr>
<td>3</td>
<td>Ultimate (4 Lanes)</td>
<td>Overall growth in traffic (estimated to be 2040)</td>
<td>Development of SW quadrant of Parkway &amp; Buss Grove</td>
<td>Construction of the segment north of Buss Grove to Main Street</td>
<td>Development of SW quadrant of Parkway &amp; Buss Grove (Town Contribution assumed for west side for area that is non-contiguous to Timnath Landing)</td>
</tr>
</tbody>
</table>
TIMNATH TOWN COUNCIL COMMUNICATION

Meeting Date: October 24, 2017

Item: Resolution Approving the Amended and Restated Master Subdivision Improvement Agreement For Timnath Landing (the “SIA”) and Resolution Approving PA16 Purchase and Sale Agreement (the “PSA”).

Presented by: Robert Rogers
Town Attorney

Ordinance □ Resolution ✓ Discussion □ For Information □

EXECUTIVE SUMMARY: The SIA is an agreement between the Town and CAC Timnath, LLC regarding the development of approximately 500 acres on the northeast corner of Main Street and Harmony Road (“Timnath Landings”). The SIA contemplates the purchase by the Town of an approximately 11 acre parcel known as PA16 via the PSA, to be combined with approximately 6 acres of additional property being dedicated, all for use as a Town artisan village site.

STAFF RECOMMENDATION: Staff recommends approval of this resolution.

KEY POINTS/SUPPORTING INFORMATION: The SIA includes the following terms, among others:
- The Town and the Developer will work together and share the cost 50/50 to construct “Timnath Parkway” a four lane arterial roadway between the northern boundary of the intersection with Harmony Road and the southern boundary of the intersection with County Road 40.
- Developers portion of the total construction cost will be funded on a per-building permit basis, starting with Phase 1 of the development.
- Developer will widen and pave County Road 40 from Main Street to the eastern boundary of the property adjacent to County Road 40.
- The Town agrees to permit the Developer to organize a General Improvement District (“GID”) for the purpose of reimbursing the Developer for the cost of extra-ordinary improvements listed in Exhibit L of the SIA. The GID is authorized to impose up to 15 mills with a 40 year mill levy term limitation.
- The Town also agrees to permit the Developer to organize metropolitan districts pursuant to the Town’s model service plan, subject to a 25 mill aggregate cap on commercial property and a 50 mill aggregate cap on residential property, with a 40 year mill levy imposition limit on any debt service mill levy imposed by the districts.
- The Town agrees to purchase the property known as PA16 for $1,900,000 from the Developer. PA 16 will not be included in the GID, nor will it be included in any metropolitan district unless agreed to by the town in writing at a future date.
- The Developer agrees to warrant all Public Improvements for 2 years from the date the Town issues an Initial Acceptance Letter.

ADVANTAGES:
- The SIA accommodates multiple phases of development with the Timnath Landings subdivision without requiring the Developer to resubmit a new SIA to the Town Council for each future phase.

DISADVANTAGES: The SIA requires the Town to fund significant Public Improvements and consent to the formation of a GID for the project which has not been approved for any other development within the Town. Staff is supportive of this request in light of the extraordinary floodplain mitigation costs and offsite and regional improvements necessitated by this development.
**FINANCIAL IMPACT:** The Town agrees to purchase PA16 for $1,900,000. This cost is included in the Town’s 2017 budget. The Town also agrees to fund approximately $4,932,572 in costs associated with Timnath Parkway within 12 months after the Parkway Railroad Crossing is approved. This cost is included in the Town’s 5-year CIP.

The Developer agrees to contribute approximately $4,932,572 in costs associated with Timnath Parkway, approximately $2,072,000 in costs associated with Harmony Road Improvements, and approximately $1,364,076 in Boxelder Impact Fees, and undertake significant CR 40 improvement costs.

**RECOMMENDED MOTION:** I move approval of Resolution No. 55, Series 2017, Approving the Amended and Restated Master Subdivision Improvement Agreement For Timnath Landing and Resolution No. 56, Series 2017, Approving the Purchase and Sale Agreement for the property known as PA16.

**ATTACHMENTS:**
1. Resolution
2. Amended and Restated Master Subdivision Improvement Agreement For Timnath Landing
A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY KNOWN AS PA16

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 Purchase and Sale Agreement for the property known as PA 16 (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 FOLLOW:

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.


TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

PURCHASE AND SALE AGREEMENT
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, (the “Agreement”), is made and entered into as of the Effective Date, as defined in Section 12.16, by and between CAC Timnath, LLC, a Delaware limited liability company (“CAC”) and Town of Timnath, Colorado, a Colorado municipal corporation (“Town”), individually “Party” and collectively the “Parties.”

I. SALE AND PURCHASE OF PROPERTY.

1.01 Agreement of Sale and Purchase. For and in consideration of the Purchase Price and of the premises, undertakings, and mutual covenants of the Parties set forth herein, CAC hereby agrees to sell and convey unto Town, and Town hereby agrees to purchase and take from CAC, that certain real property within Timnath Landing (the “Subdivision”), in the Town, being more particularly described in Exhibit A, together with all improvements thereon and all and singular the rights and appurtenances pertaining thereto, (all of such real property, rights, and appurtenances being hereinafter referred to collectively as the “Property”). The definition of Property DOES NOT INCLUDE all of CAC’s right, title and interest in and to any and all oil, gas, rights in producing and nonproducing wells, geothermal rights and other minerals and mineral rights of every kind or character (whether similar or dissimilar) lying in, on, or under or that may be produced from said Property, including, without limitation, any and all royalties, bonus amounts, delay rentals and other payments due and payable under any existing or future oil, gas or mineral lease, which mineral rights are expressly excluded from this transaction and are reserved to CAC subject to CAC’s release of the right to enter upon or use the surface of the Property for any purpose in connection with the exploration for, mining, development or utilization of the reserved mineral rights to be set forth in the special warranty deed delivered to Town by CAC at the Closing substantially in the form attached hereto as Exhibit B (the “Deed”).

1.02 Purchase Price. CAC shall sell, and Town shall purchase, the Property for One Million Nine Hundred Thousand and No/100s Dollars ($1,900,000.00) (the “Purchase Price”), which shall be paid by wire transfer of immediately available funds at Closing to CAC.

II. PLAT CERTIFICATE, TITLE COMMITMENT AND DUE DILIGENCE.

2.01 Plat Certificate. Town acknowledges that CAC has already delivered to Town a certificate, executed by an engineer or surveyor licensed in the State of Colorado who is reasonably acceptable to Town (“Plat Certificate”), containing a certification substantially in accordance with the following:

I, ________________, a Registered Land Surveyor in the State of Colorado, do hereby certify to the Town of Timnath, Colorado, to Fidelity National Title Company, and each of their successors and assigns, that: a survey was conducted under my direct supervision on ________, _____, for my review of the final plat of ______________, recorded ____________ at Reception No. ______________, as recorded in the County of Larimer, State of Colorado; that said final plat correctly and accurately shows the legal description and acreage of the subject property; that the location of all lot lines and boundary lines for the subject property and all easements and other plottable exceptions to title affecting the subject property, as shown on Title Insurance Commitment No. _____, dated ________, ______, prepared by Fidelity National Title Company, or which are visible from an inspection of the subject property, rights-of-way and streets adjacent to or on the subject property are accurately shown by said final plats except (insert any exceptions not shown on Plat, for example, subsequently granted easements, etc.); and that there are no encroachments on other property or streets adjacent to the subject property by any improvements located on the subject property and no encroachments on the subject property by any improvements located on other property or
adjacent streets or rights of way, except ______. Except as shown on said final plats or hereon, the subject property does not lie within a 100 year flood plain according to the relevant flood insurance rate map prepared by FEMA for the area in which the subject property is located. There is no visible evidence of parties in possession of the subject property except ________.

The Plat Certificate shall be in a form acceptable to Fidelity National Title Company (the “Title Company”) in order to allow the Title Company to delete the standard, pre-printed exceptions from the 2006 ALTA Owner’s Policy of Title Insurance to be issued by the Title Company on the standard form of policy (the “Title Policy”).

2.02 **Title Commitment.** Town acknowledges that CAC has already delivered to Town a title commitment issued by the Title Company (the “Title Commitment”) covering all of the Property in an amount equal to the Purchase Price, together with copies of all documents (the “Title Instruments”) reflected therein, and a current tax certificate for the unplatted land. The Title Commitment shows CAC to be owner of good and indefeasible fee simple title. Based on its own review, the Town accepts all Permitted Exceptions. “Permitted Exceptions” shall mean all exceptions which are: (i) general and special real property taxes and assessments, a lien not yet due and payable; (ii) any zoning, annexation, plat, or other entitlement document, whether recorded or unrecorded; and (iii) all exceptions on Schedule “B-2” of the Title Commitment. Permitted Exceptions shall also include for the purpose of listing the Permitted Exceptions in the Deed (and not with respect to Schedule B-1 of the Title Commitment or the Title Policy), any other liens, easements, encumbrances, covenants, conditions, and restrictions of record. CAC shall satisfy all Schedule “B-1” matters as a condition to Closing. Possession of the Property shall be delivered at the Closing free and clear of all matters except the Permitted Exceptions.

2.03 **Due Diligence.** Town acknowledges that it has had a reasonable amount of time to perform all necessary investigations and inspections of the Property to determine, in Town’s sole and absolute discretion, whether or not the Property is acceptable to Town and suitable for Town’s intended use.

(a) **Inspection Indemnification.** Town shall indemnify, protect, defend, and hold CAC and CAC’s partners, officers, directors, shareholders, managers, members, agents, employees, and representatives (each an “Indemnified Party” and collectively, the “Indemnified Parties”) harmless from and against any and all claims (including, without limitation, claims for mechanic’s liens or materialman’s liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, costs, and expenses, including, without limitation, reasonable attorneys’ fees (collectively, “Claims”), to the extent arising out of any inspections of the Property carried on by or on behalf of Town; provided, however, that Town shall have no responsibility or liability for (a) any act or omission of any Indemnified Party; (b) any adverse condition or defect on or affecting the Property not caused by Town or its employees, agents, consultants, or contractors including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any Hazardous Substance (as hereinafter defined)); and/or (c) the results or findings of any inspection. Town’s obligations pursuant to this Section 2.03(a) shall survive for a period of two (2) years following the Closing, and the Parties intend this provision to modify all applicable statutes of limitation and repose.

(b) **CAC Materials.** Town acknowledges that CAC has already delivered to Town the documents identified on Exhibit C attached hereto and incorporated herein (“Property Materials”).

III. **IMPROVEMENT AND APPROVAL OBLIGATIONS.**

3.01 **Filing Approvals.** CAC has obtained final approval and will record the final plat on or before the Effective Date, and has obtained any other land use approvals that are required by the terms of
the final plat or the Amended and Restated Master Subdivision Improvement Agreement for Timnath Landing dated of even date herewith (the “SIA”).

3.02 **CAC’s Offsite Infrastructure Covenants.** As part of its development of the Subdivision, CAC will be constructing infrastructure in stages. CAC covenants to Town that CAC shall construct and complete the offsite infrastructure items it is required to construct in accordance with the terms of the SIA and the Town Code (the “CAC’s Offsite Infrastructure Obligations”). Other than the CAC’s Offsite Infrastructure Obligations, all other infrastructure obligations on the Property are the responsibility of Town. This Section 3.02 shall survive the Closing.

3.03 **Town Offsite Infrastructure Covenants.** Town covenants to CAC that Town shall construct and complete the offsite infrastructure items it is required to construct in accordance with the terms of the SIA. This Section 3.03 shall survive the Closing.

3.04 **No Metropolitan District or General Improvement District.** CAC represents to the Town that the Property has not been included in a metropolitan district, general improvement district, or similar district, and CAC agrees that it will not attempt to include the property in any such district without the future written consent of the Town. This Section 3.04 shall survive the Closing.

3.05 **Conceptual Architectural Plans.** For the purposes of this Agreement, a “Conceptual Architectural Rendering” means a conceptual illustration that shows the proposed attributes of the architectural designs for the respective improvements Town intends to construct on the Property. Prior to constructing any improvements on the Property, Town shall submit to CAC for its review a Conceptual Architectural Rendering that is consistent with the Harmony Corridor Interim Plan provided to Town in the Property Materials for each respective improvement. CAC shall have fifteen (15) days after receipt of the Conceptual Architectural Rendering to make advisory comments regarding the Town’s Conceptual Architectural Rendering. Town agrees that to the extent such Conceptual Architectural Rendering is not consistent with the Harmony Corridor Interim Plan, Town will not have the authority to construct improvements based on such non-conforming Conceptual Architectural Rendering until and unless Town receives written approval from CAC. This Section 3.05 shall survive the Closing and must be assigned to any successor in interest in the Property.

IV. **PROVISIONS WITH RESPECT TO CLOSING.**

4.01 **Closing.** The closing of the purchase and sale of the Property (the “Closing”), shall be completed at the offices of the Title Company and shall take place on the date hereof (the “Closing Date”), simultaneously with the Parties execution of this Agreement. Each Party may deliver all documents and funds required hereunder to the Title Company for Closing so that no party is required to attend Closing in person.

4.02 **CAC’s Obligations At Closing.** At Closing, CAC shall do the following:

(a) CAC shall execute, have acknowledged, and deliver to Town the Deed, duly executed and acknowledged, conveying to Town good and indefeasible fee simple title to the Property, free and clear of all liens, claims, and encumbrances except the Permitted Exceptions;

(b) CAC shall execute and deliver to Town an assignment, in form of Exhibit D, attached hereto and incorporated herein;

(c) CAC shall pay CAC’s closing costs as hereinafter specified and as specified in a settlement statement approved by CAC;

(d) If there are any mortgages or deeds of trust encumbering the Property, CAC shall cause to be secured from the lender, or other holder of any note or financial lien on the Property, a
properly-executed and recordable release or partial release of said instrument for execution and delivery simultaneously with the Deed;

(e) CAC shall cause the Title Company to issue the Title Commitment which shall include a representation to Town that it has issued, or, within a reasonable time after the Closing, shall issue, the Title Policy in the amount of the Purchase Price, insuring fee simple, good and indefeasible title to the Property and right of access thereto in Town, containing no exceptions other than the Permitted Exceptions;

(f) CAC shall execute, acknowledge, and deliver to Title Company the SIA to be recorded as part of the Closing; and

(g) CAC shall execute and deliver to Title Company such other documents as are reasonably necessary or appropriate in order to consummate the transactions described in this Agreement.

4.03 **Town’s Obligations At Closing.** At Closing, Town shall do the following:

(a) Pay to CAC the Purchase Price via wire transfer or other immediately available funds, subject to the credits and prorations as described in this Agreement;

(b) Town shall execute, acknowledge, and deliver to Title Company the SIA to be recorded as part of the Closing;

(c) Town shall execute and deliver such other documents as are reasonably necessary or appropriate in order to consummate the transactions described in this Agreement.

4.04 **Closing Costs.**

(a) CAC shall pay the following costs and expenses in connection with Closing:

1. CAC’s portion of the prorated taxes and fees and any assessments (as provided below);

2. CAC’s own attorney’s fees;

3. The cost of preparing the Deed;

4. One-half of the Title Company’s escrow fee;

5. The premiums for the Title Policy, except for any premium associated with any extended coverage or special endorsements requested by Town that CAC has not agreed to pay; and

6. Such other incidental costs and fees customarily paid by sellers in land transactions of this nature in the county where the Property is situated.

(b) Town shall pay the following costs and expenses in connection with Closing:

1. Town’s own attorney’s fees as well as all fees related to consultants working for the Town on the transaction;

2. The cost of recording the Deed;

3. One-half of the Title Company’s escrow fee;
The premium associated with any extended coverage or special endorsements to the Title Policy requested by Town that CAC has not agreed to pay; and

Such other incidental costs and fees customarily paid by purchasers in land transactions of this nature in the county where the Property is situated.

4.05 Proration Of Taxes. Current ad valorem taxes shall be prorated as of the Closing Date based on the most recent valuation of the Property without giving effect to any exemptions. All prorations pursuant to this Agreement shall be final. All outstanding and unpaid ad valorem taxes and assessments for prior calendar years shall be paid by CAC.

V. COVENANT TO DEVELOP.

5.01 Master Planned Community.

(a) For purposes of this Agreement, “Governmental Approvals and Entitlements” means (i) approval of necessary utilities to serve the master planned community known as the “Timnath Landing Development”; (ii) comprehensive land use designation, zoning or rezoning of the Timnath Landing Development (or variances); (iii) site plan approval and approval of any development plan with vested rights at the Timnath Landing Development; and (iv) all other applicable approvals required by governmental or other applicable authorities for the actions necessary for the sale of entitled lots in the Timnath Landing Development.

(b) Town acknowledges that the Property is part of a larger master planned community commonly referred to as the Timnath Landing Development that is being developed in accordance with certain Governmental Approvals and Entitlements for the benefit of Town, CAC, and the overall community of the Timnath Landing Development. A primary inducement of CAC’s willingness to sell the Property to Town is Town’s representation that it will develop the Property (collectively “Develop”), which includes, without limitation, the construction of all public improvements within the Property and the construction of government related buildings on the Property in accordance with the Governmental Approvals and Entitlements to promote development consistency throughout the Timnath Landing Development. Accordingly, Town hereby agrees to take no action to change any land use designation or re-zone the Property (including without limitation obtaining or issuing a conditional use permit or zoning permit that is not otherwise consistent with the Town of Timnath Dreambook dated December 2014 (“Timnath Dreambook”) and provided by Purchaser to Seller) without first obtaining CAC’s written consent, which consent shall not be unreasonably withheld. For the avoidance of doubt, Town may obtain or issue a conditional use permit or zoning permit that is consistent with the Timnath Dreambook without first obtaining CAC’s written consent. Furthermore, Town hereby agrees to consult with CAC before replatting the Property or otherwise modifying any other Governmental Approvals and Entitlements for the Property that are not otherwise consistent with the Timnath Dreambook, so that CAC can ensure and promote overall development of the Timnath Landing Development as a master planned community in accordance with all Governmental Approvals and Entitlements. Town’s default under this Section 5.01(b) shall entitle CAC to injunctive relief, in addition to CAC’s right to pursue any combination of any rights or remedies available under this Agreement and/or at law or in equity under the laws of the United States or the State of Colorado, subject to the limitation on damages set forth in Section 12.22 of this Agreement.

VI. REMEDIES.

6.01 If either Party breaches an express warranty or representation set forth in this Agreement or fails to perform any of its obligations under the Agreement, then the non-defaulting Party shall give written notice of a potential default to the defaulting Party. If such default is not cured within 14 days after receipt of such notice, the non-defaulting Party shall have a right to pursue any rights and remedies as
are available at law or in equity, except no Party shall have the right to recover (and each Party hereby waives all rights to) any speculative, consequential, or punitive damages for such default.

VII. **COMMISSION.**

7.01 CAC and Town each hereby represent and warrant to and agree with each other that it has not had, and shall not have, any dealings with any third party to whom the payment of any broker’s fee, finder’s fee, commission, or other similar compensation (“Commission”) shall or may become due or payable in connection with the transaction contemplated hereby. CAC shall indemnify, defend, protect, and hold Town harmless from and against any and all Claims incurred by Town by reason of any breach or inaccuracy of the representation, warranty, and agreement of CAC contained in this Section 7.01. Town shall indemnify, defend, protect, and hold CAC harmless from and against any and all Claims incurred by CAC by reason of any breach or inaccuracy of the representation, warranty, and agreement of Town contained in this Section 7.01. The provisions of this Section 7.01 shall survive the Closing.

VIII. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF CAC.**

CAC hereby makes the following representations and warranties and covenants, which shall be true and applicable as of the Closing, and which shall survive the Closing for a period of twelve (12) months. For the purposes of this Article VIII, “CAC’s actual knowledge” means the actual knowledge of Tom Marshall.

8.01 CAC is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has all necessary authority to transact business in the State of Colorado.

8.02 This Agreement and all documents required hereby to be executed by CAC is and shall be valid, legally binding obligations of and enforceable against CAC in accordance with their terms. The person or entity executing this Agreement on behalf of CAC has the full right and authority to do so.

8.03 There are no pending or, to CAC’s actual knowledge, threatened suits, proceedings, or litigation affecting the Property.

8.04 CAC has received no written notice of any violations of any owners association covenants, rule or regulations or any law, code or regulation applicable to the Property, and to CAC’s actual knowledge, there are no such violations.

8.05 There are no attachments, executions, or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or, to CAC’s actual knowledge, threatened against CAC.

8.06 There are no mortgages, deeds of trust, or any other loan or agreement affecting the Property except as reflected in the Title Commitment.

8.07 The execution of this Agreement and the consummation of the transactions contemplated hereby are not (nor will they be with the passage of time) a breach or default under any agreement or instrument to which CAC is a party, nor will they require the consent or approval of any other person.

8.08 To CAC’s actual knowledge CAC is currently in compliance with the regulations of OFAC (including those named in OFAC’s Specially Designated and Blocked Persons list) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.
8.09 No portion of the Closing proceeds hereunder has been or will be used, directly or indirectly for, and no fee, commission, rebate or other value has been or will be paid to, or for the benefit of, any governmental official, political party, official of a political party or any other person acting in an official capacity in violation of any applicable law, including the U.S. Foreign Corrupt Practices Act of 1977, as amended.

8.10 To CAC’s actual knowledge there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.

8.11 There are no pending, or to CAC’s actual knowledge threatened condemnation or similar proceeding or special assessment affecting the Property, or any part thereof, nor, is any such proceeding or assessment contemplated by any Governmental Agency. As used herein, the term “Governmental Agency or Agencies” shall mean the United States, the State of Colorado, the County and municipality (if any) in which the Property is located or otherwise having jurisdiction over CAC or the development of the Property; any metropolitan district, special improvement, service district, school district, owners association or similar taxing authority in which the Property is located or otherwise having jurisdiction over CAC or the development of the Property; and any agency, department, commission, board, or bureau of instrumentality of any of foregoing.

8.12 CAC is not a “foreign person”, as defined in the Internal Revenue Code.

8.13 During the period of its ownership, CAC has not received any written notice of any violation of any laws, ordinances, regulations, statutes, codes, rules, orders, decrees, determinations, covenants, and restrictions relating to the Property including, but not limited to, Environmental Laws, as hereinafter defined, including those promulgated or imposed by the FHA, the VA, and by any Governmental Agency or any board of fire underwriters (or any other body authorized to exercise any similar function). Furthermore, to CAC’s actual knowledge, no default or breach exists under any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof.

8.14 CAC’s representations and warranties set forth herein shall not merge into the Deed to be delivered at Closing and are deemed to be material to Town’s execution of this Agreement and Town’s performance of its obligations hereunder.

IX. REPRESENTATIONS AND WARRANTIES OF TOWN.

9.01 Town has the full right, power, and authority to purchase the Property from CAC as provided in this Agreement and to carry out its obligations hereunder; and all required action necessary to authorize Town to enter into this Agreement and to carry out its obligations hereunder has been taken prior to the Closing Date.

9.02 Town is a Colorado municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado.

9.03 This Agreement and all documents required hereby to be executed by Town are and shall be valid, legally binding obligations of and enforceable against Town in accordance with their terms. The person or entity executing this Agreement on behalf of Town has the full right and authority to do so.

9.04 No approval, authorization, consent, exemption, or other action by, or notice to, or filing with, any Government Agency or any other person is necessary or required in connection with the execution, delivery, or performance by, or enforcement against, Town, as applicable, of this Agreement. “Government Agency” means all governmental or quasi-governmental agencies, authorities, bodies, districts, or entities exercising or having jurisdiction over the development of the Property.
There are no actions, arbitrations, claims, disputes, inquiries, proceedings, or suits pending or threatened, at law, in equity, in arbitration, or before any Government Agency, by or against Town or against any of its properties or revenues that (i) purport to affect or pertain to this Agreement or (ii) if adversely determined, would reasonably be expected to result in a material adverse effect upon the Property and its use for development.

To Town’s actual knowledge, Town is currently in compliance with the regulations of OFAC (including those named in OFAC’s Specially Designated and Blocked Persons list) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

No portion of the cash or money used to pay the Closing proceeds hereunder has been used, directly or indirectly for, and no fee, commission, rebate or other value has been or will be paid to, or for the benefit of, any governmental official, political party, official of a political party or any other person acting in an official capacity in violation of any applicable law, including the U.S. Foreign Corrupt Practices Act of 1977, as amended.

The Parties intend that the sale of the Property will be exempt from the Interstate Land Sales Full Disclosure Act, 15 U.S.C. § 1701, et seq., under the exemption applicable to the sale or lease of property to any person who acquires property for the purpose of engaging in the business of constructing residential, commercial, or industrial buildings or for the purpose of resale of such lots to persons engaged in such business. Town hereby represents and warrants to CAC that it is acquiring the Property for such purposes. The Parties further acknowledge that the sale of the Property will be exempt under the Colorado Subdivision Buyers Act, C.R.S. § 12-61-401, et seq., under the exemption applicable to transfers between developers. Town represents and warrants to CAC that Town is acquiring the Property for the purpose of participating as the owner of the Property in the development, promotion, and/or sale of the Property and portions thereof.

Town’s representations and warranties set forth in this Article IX shall survive Closing for a period of twelve (12) months, shall not merge into the deeds to be delivered at Closing and are deemed to be material to CAC’s execution of this Agreement and CAC’s performance of its obligations hereunder. For the purposes of this Article IX, “Town’s actual knowledge” means the actual knowledge of April Getchius.

AS-IS Purchase.

(a) Disclaimer of Representations and Warranties. Town acknowledges and agrees that, except for CAC’s express representations and warranties set forth in Article VIII and in any instrument of conveyance signed by CAC and delivered to Town at Closing and except for CAC’s performance of its obligations under this Agreement (collectively, “CAC’s Express Representations”), neither CAC nor any agent, employee, officer, director, broker, contractor or representative of CAC has made, and CAC specifically disclaims, any representations or warranties of any kind or nature whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Property, including, without limitation: (i) the nature, quantity, quality, or condition of the Property, including, without limitation, the area, or the condition with respect to water, soils, or geology, of any land included in the Property; (ii) the income to be derived from the Property; (iii) the costs of owning, operating, repairing, or maintaining the Property; (iv) the marketability of the Property, the existence or availability of any entitlements or governmental approvals with respect to the Property, or any potential to develop, subdivide, zone, construct, or alter improvements on, or lease or sell the Property; (v) the habitability, merchantability, or fitness for a particular purpose of the Property; or (vi) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority, including, without limitation, any Environmental Law; and
that, except for CAC’s Express Representations, neither CAC nor any agent, employee, officer, director, broker, contractor, or representative of CAC has made, and CAC specifically disclaims, any representations concerning hazardous materials. Town acknowledges and agrees that, except for CAC’s Express Representations, Town is relying solely upon its own inspection of the Property and not upon any information provided by or on behalf of, or to be provided by or on behalf of, CAC or upon any representations made to it by CAC or any agent, employee, officer, director, broker, contractor, or representative of CAC. Town further acknowledges and agrees that any information provided or to be provided with respect to the Property was or may be obtained from a variety of sources and that CAC has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.

(b) Inspection by Town. Town further acknowledges that: (i) has had such opportunity as it has determined advisable or necessary to inspect the Property; (ii) has made its own determinations regarding the fair market value of the Property, its physical condition, the entitlements, and its suitability for Town’s proposed use of the Property; (iii) agrees that its opportunity for inspection and investigation, and the inspections and investigations that it has made, have been adequate to enable it to make its own determination with respect to the acquisition of the Property; and (iv) Town accepts the Property in its existing condition on an “as is, where is, and with all faults” basis, with no right of set-off or reduction in purchase price.

(c) Survival. The provisions of this Section 9.10 will survive Closing or any termination of this Agreement.

X. POST-CLOSING OBLIGATIONS.

10.01 Indemnity for Post-Closing Activities. To the extent authorized by law, and excepts as specifically stated below, Town shall indemnify, defend and hold CAC and its members and their respective members, managers, directors, officers, employees, agents, assignees, shareholders, affiliates and representatives (collectively, “Indemnites”) harmless from any loss, damage, injury or claim of any kind or character to any person or property arising from, caused by or relating to any of the following events occurring after the Closing: (i) Town’s ownership, use, development or sale of the Property or any portion thereof, including without limitation the construction and sale of improvements thereon; (ii) any defect in grading or defect in the design or construction of or material in any structure or other improvement constructed on the Property; (iii) the condition of the Property including a defect in soil, or in the preparation of soils or in the design and accomplishment of grading on the Property; (iv) the release or placement of any “Hazardous Substance” (as defined below) in, on or near the soil or groundwater over the Property, whether known or unknown; (v) any act or omission of Town or any partner or affiliate of Town and their respective officers, directors, shareholders, members, partners, employees, agents, representatives and affiliates (“Town Representatives”); (vi) an accident or casualty on the Property; (vii) any representation by Town or any of Town’s Representatives; (viii) a violation or alleged violation of any law, ordinance or statute now or hereinafter enacted; (ix) slope erosion, landslides, sloughing or failure or subsurface geological groundwater condition on, adjacent or near the Property, including the effect of such conditions on the Property and improvements constructed on the Property as well as the effect of such conditions on Town’s development, use and sale of the Property; (x) the application of principles of strict liability with respect to any act or omission of Town or Town’s Representatives in connection with the Property; (xi) any other cause whatsoever in connection with the Property except to the extent caused by CAC or its contractors or agents; and (xii) the negligence or willful misconduct (including without limitation the breach of any representations or warranties hereunder) of Town or any of Town’s Representatives in the development, construction, grading or other work performed off the Property by Town or Town’s Representatives in connection with the development of the Property or any defect in such work. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION 10.01 SHALL OPERATE TO (a) REQUIRE TOWN TO INDEMNIFY CAC FOR ANY LOSS, DAMAGE OR LIABILITY ARISING OUT OF CAC’S
PERFORMANCE OF CAC’S OBLIGATIONS HEREUNDER; OR (b) RELIEVE CAC OR ANY
INDEMNITEE FROM ANY LOSS, DAMAGE OR LIABILITY TO THE EXTENT FOUND BY
A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY OR ARISING FROM THE
NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING, WITHOUT LIMITATION, BREACH
OF SPECIFIC COVENANTS, REPRESENTATIONS OR WARRANTIES) OF CAC OR SUCH
INDEMNITEE, AS APPLICABLE, AND CAC SHALL INDEMNIFY, DEFEND AND HOLD TOWN
AND THE TOWN REPRESENTATIVES HARMLESS FROM ANY LOSS, DAMAGE, INJURY OR
CLAIM OF ANY KIND OR CHARACTER TO THE EXTENT ARISING OR RESULTING FROM
THE FOREGOING SUBPARTS (a) AND (b).

10.02 Town Release and Waiver for Losses from Post Closing Conditions. As a material
consideration to CAC in executing this Agreement, except as specifically stated below, Town hereby
releases CAC and the Indemnitees from and waives on its behalf, and on behalf of its successors and
assigns, all claims, demands and causes of action against CAC and the Indemnitees for any loss, liability,
damage, cost, expense, injury or claim including attorneys’ fees and costs of court related to the post-
closing condition of the Property or actions taken by the Town or its representatives in connection with
the Property after closing, including the items described in Section 10.01 above (collectively, “Losses”).
The foregoing release and waiver and the indemnity and obligation to defend and hold harmless under
Section 10.01: (i) shall apply to any claim or action brought by a private party or by a governmental
authority, or any law, statute, ordinance or regulation now or hereinafter in effect; (ii) shall apply with
respect to all Losses before or after the subsequent conveyance of any portion of the Property; and
(iii) shall apply to Losses to the extent caused by Town or Town’s Representatives and incurred by CAC
or any Indemnitee or their property as well as losses incurred by Town or any third parties and their
property. With respect to design, construction methods, materials, locations and other matters for which
CAC has given or will give its approval, recommendation or other direction, the foregoing release and
waiver and the indemnity and obligation to defend and hold harmless under Section 10.01 shall apply
irrespective of CAC’s approval, recommendation or other direction. NOTWITHSTANDING
ANYTHING CONTAINED ABOVE, NOTHING IN THIS SECTION 10.02 SHALL OPERATE TO
RELIEVE CAC OR ANY INDEMNITEE FROM ANY BREACH BY CAC OF CAC’S OBLIGATIONS
HEREUNDER; THE MATERIAL INACCURACY OF ANY REPRESENTATION OR WARRANTY
OF CAC; LOSSES TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL
MISCONDUCT OF CAC OR SUCH INDEMNITEE, AS APPLICABLE; OR LOSSES DIRECTLY
ARISING OR RESULTING FROM CAC’S OWNERSHIP OR USAGE OF THE PROPERTY PRIOR
TO THE CLOSING.

10.03 Hazardous Wastes.

(a) Definitions.

(1) “Environmental Laws.” Any and all present and future federal, state or
local laws (whether common law, statute, rule, regulation or otherwise), permits, orders and any other
requirements of governmental authorities relating to the environment or to any “Hazardous Substance” or
“Hazardous Substance Activity” (as defined herein) (including without limitation the Comprehensive
Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., or the Resources Conservation and
Recovery Act, 42 U.S.C. § 6901, et seq. as each are amended from time to time).

(2) “Hazardous Substance.” Any (a) chemical, compound, material, mixture
or substance that is now or hereinafter defined or listed in, or otherwise classified pursuant to any
Environmental Law as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely
hazardous waste,” “infectious waste,” “toxic waste,” “toxic pollutant,” or any other formulation intended
to define, list or classify substances by reason of deleterious properties or affect and (b) petroleum,
petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel
(or mixtures of natural gas in such synthetic gas), ash, municipal solid waste steam, drilling fluids, produced waters and other wastes associated with the exploration, development and production of crude oil, natural gas or geothermal resources.

(3) “Hazardous Substance Activity.” Any actual, proposed or threatened storage, use, holdings, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, under, onto or on the Property or surrounding property; provided, that the use, installation, storage and maintenance by Town in compliance with all applicable laws, ordinances, orders and regulations of materials reasonably necessary or normally used in the development of real property, shall not be considered a Hazardous Substance Activity.

(4) “Hazardous Substance Claims.” Any and all enforcement, investigation, cleanup, removal or other governmental or regulatory notices, actions or orders threatened, instituted or completed pursuant to any Environmental Law, together with all claims made or threatened by any third party against Town, CAC, any Indemnitee or the Property, relating to damage, construction, cost, recovery, compensation, loss or injury resulting from any Hazardous Substance.

(b) No Hazardous Wastes. Town shall not engage in any Hazardous Substance Activity or allow Town’s Representatives or any other parties directly or indirectly employed by Town or Town’s Representatives or reasonably under their control to do so in violation of any Environmental Law. Town shall keep and maintain and cause Town’s Representatives to keep and maintain that portion of the Subdivision owned by Town in compliance with, and Town shall not cause or permit that portion of the Subdivision owned by Town to be in violation of any Environmental Law. Neither Town nor any of Town’s Representatives shall conduct any Hazardous Substance Activity on that portion of the Subdivision.

(c) Notice to CAC. Town shall immediately give CAC written notice of (i) any and all Hazardous Substance Claims against Town or the Property; (ii) any remedial action taken by Town in response to any Hazardous Substances, on or under the Property or any Hazardous Substance Claim; (iii) Town’s discovery of any occurrence or condition on the Property that could cause the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Environmental Law; and (iv) Town’s discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Subdivision or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Subdivision under any Environmental Law. Town shall immediately provide CAC with copies of all communications with federal, state and local governments or agencies relating to Hazardous Substance Claims.

(d) Remedial Work. If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (“Remedial Work”) is required under any Environmental Law, judicial order, or by any governmental authority in response to any Hazardous Substance Claims because of, or in connection with, the breach by Town of any of its obligations or the current or future presence, suspected presence, threatened or existing release or suspected release of Hazardous Substances in or into the air, soil, groundwater, surface water or soil vapor at, on, under or about the Property in violation of applicable Environmental Laws, or the transportation of a Hazardous Substance through or from that portion of the Property, Town shall, within the time period as may be required under applicable law, regulation or order, commence to perform or cause to be commenced, and thereafter diligently prosecute to completion all such Remedial Work.

(e) Hazardous Substance Indemnity. Without limiting the generality of any other provision of this Agreement, Town agrees to indemnify, defend and hold CAC and the Indemnitees and their property harmless from and against any claim, action, suit, proceeding, cost (including cleanup costs), damage (including without limitation any consequential damage), liability, deficiency, fine,
penalty, punitive damage or expense (including without limitation technical consultant fees and attorneys’ fees) (collectively the “Environmental Losses”) directly or indirectly resulting from, arising out of or based upon any of the following occurring after Closing: (i) the release, use, generation, discharge, storage or disposal of any Hazardous Substance to, on or in or from that portion of the Property in violation of applicable Environmental Laws, or any residual contamination therefrom affecting any natural resource or the environment; (ii) the violation or alleged violation of Town or Town’s Representatives of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage or disposal or transportation of any Hazardous Substance, in, on, under or about, to or from the Property; or (iii) any breach of any agreements and obligations of Town under this Agreement regarding Hazardous Substances. The foregoing indemnity and obligation to defend and hold harmless, shall include without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect upon the environment. NOTWITHSTANDING THE FOREGOING, NEITHER CAC NOR ANY INDEMNITEE SHALL BE ENTITLED TO INDEMNIFICATION FOR (a) ANY ENVIRONMENTAL LOSSES TO THE EXTENT CAUSED BY OR ARISING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING, WITHOUT LIMITATION, BREACH OF SPECIFIC COVENANTS, REPRESENTATIONS OR WARRANTIES) OF CAC OR SUCH INDEMNITEE, AS APPLICABLE; AND (b) ANY ADVERSE CONDITION OR DEFECT ON OR AFFECTING THE PROPERTY NOT CAUSED OR EXACERBATED BY TOWN OR ITS EMPLOYEES, AGENTS, CONSULTANTS, OR CONTRACTORS.

10.04 Existing Environmental Reports. Town acknowledges that CAC has already delivered to Town the reports, studies, and other materials that pertain to the environmental condition of the Property and the property in the vicinity of the Property (collectively, the “Existing Environmental Reports”) that are listed on Exhibit C.

XI. NOTICE.

11.01 Notices. All notices required to be given hereunder shall be in writing and shall be addressed as follows, or as any Party may subsequently designate by written notice to the other. All notices shall be delivered by recognized overnight delivery service, hand-delivery, or, electronic mail, and shall be deemed effective upon: (i) the successful transmission of a facsimile or an electronic mail as indicated below, provided that a conforming copy is concurrently deposited for delivery by U.S. Mail; (ii) deposit with a recognized overnight delivery service; or (iii) upon receipt by hand-delivery:

If to CAC: CAC Timnath, LLC
Attn: Bill Hosler
Attn: Michael Kuykendall
66 Franklin Street, Suite 200
Oakland, CA 94607
Email: bhosler@catellus.com
Email: mkuykendall@catellus.com

With Copy to: Polsinelli, P.C.
Attn: John R. Heronimus, Esq.
1401 Lawrence Street, Suite 2300
Denver, CO 80202
Telephone: 303-256-2747
Email: jheronimus@polsinelli.com
Any Party may, from time to time and at any time, change its address by giving written notice to the other Parties of such change of address in the manner set forth above.

XII. MISCELLANEOUS PROVISIONS.

12.01 Post-Closing Obligations. Any covenant or agreement herein which contemplates performance after the time of Closing pursuant hereto shall not be deemed to be merged into or waived by the instruments of Closing, but shall expressly survive Closing, subject to any period of survival set forth herein that is applicable to such covenant or agreement, and be binding upon the Parties obligated thereby.

12.02 Binding Effect. The terms, provisions, warranties, representations, covenants, and agreements contained in this Agreement shall apply to, be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

12.03 Time. Time is of the essence in the performance of this Agreement. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. All references to “days” shall mean calendar days unless otherwise specified herein.

12.04 Cooperation. The Parties will each reasonably cooperate with each other, their employees, and agents to facilitate the purchase of the Property by Town under the terms and conditions herein set forth.

12.05 Governing Law and Venue. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed by and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Exclusive venue for all actions arising from this Agreement shall be in the District Court in and for the City and County of Denver, Colorado.

12.06 Headings. The headings used in this Agreement are for convenience purposes only, and shall not be used in the interpretation of this Agreement.

12.07 Exhibits. All exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.
12.08 **No Waiver.** Failure of Town to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition.

12.09 **Entire Agreement.**

(a) This Agreement contains the entire agreement between the Parties relating to the Property and no Party shall be bound by any verbal statement or agreement made prior to the date of this Agreement.

(b) This Agreement may only be amended, modified, or changed by a written document properly executed by the Parties. Such amendment may be transmitted by e-mail or other method permitted by the provisions for giving notice in this Agreement. Electronic mail signatures (in .pdf format) will be accepted as original signatures for purposes of this Agreement and any amendments or notices related thereto.

12.10 **Conflict with Laws.** If any items, terms, or provisions contained in this instrument are in conflict with any applicable Federal, state, or local laws, this Agreement shall be affected only as to its application to such items, terms, or provisions, and shall in all other respects remain in full force and effect.

12.11 **Confidentiality.** To the extent allowed by law, Town and its representatives will hold in strictest confidence all data and information obtained with respect to CAC or its business including, without limitation, the Property Materials, whether obtained before or after the execution and delivery of this Agreement, and will not disclose the same to others; provided, however, that it is understood and agreed that Town shall disclose such data and information to the employees, consultants, accountants and attorneys of Town, provided that such persons agree to treat such data and information confidentially. In the event Town fails to perform hereunder, Town will promptly return to CAC any statements, documents, schedules, exhibits or other written information obtained from CAC in connection with this Agreement or the transaction contemplated herein. The provisions of this Section 12.11 will survive Closing or any termination of this Agreement.

12.12 **Attorneys’ Fees and Costs.** Should any action be brought in connection with this Agreement, including, without limitation, actions based on contract, tort or statute, the prevailing Party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys’ fees. The provisions of this Section 12.12 shall survive the Closing, expiration or the termination of this Agreement.

12.13 **Relationship of Parties.** Nothing contained herein is intended to create, nor shall it ever be construed to make, CAC and Town partners or joint venturers.

12.14 **Consent.** Except as expressly provided to the contrary or elsewhere in this Agreement, any consent requested or required by one Party under the terms of the Agreement shall not be unreasonably withheld or delayed by any other Party hereto.

12.15 **Severability.** The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

12.16 **Effective Date.** The term, “date of this Agreement”, or “date hereof”, “Effective Date,” or “effective date of this Agreement”, as used herein, shall mean the later of the following dates: (1) the date of CAC’s signature or (2) the date of Town’s signature.
12.17 **Assignment.** No Party shall have the right to sell, assign, or transfer this Agreement without the written approval of the other Parties which approval will not be unreasonably withheld.

12.18 **Memorandum of Agreement.** Each Party agrees that it shall not cause or permit this Agreement or any memorandum or short-form hereof to be recorded.

12.19 **Counterparts and Copies of Signatures.** This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature or an electronically scanned signature shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

12.20 **No Third-Party Beneficiaries.** The agreements contained herein are solely for the benefit of the Parties hereto and no other person or entity shall be a third party beneficiary thereof.

12.21 **Not to be Construed against Drafter.** This Agreement shall not be construed more strictly against one Party than the other merely by virtue of the fact that it may have been initially drafted by one of the Parties or their counsel, since all Parties have contributed substantially and materially to the preparation hereof.

12.22 **Limitation on Damages.** Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for exemplary, speculative, or punitive damages.

**XIII. STATUTORY DISCLOSURES.**

13.01 **Disclosures.** The following disclosure is included in accordance with Colo. Rev. Stat. § 38-35.7-108 C.R.S.:

THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT INCLUDE TRANSFER OF THE MINERAL ESTATE. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OR OTHER MINERALS UNDER THE SURFACE, AND THEY MAY ENTER AND USE THE SURFACE ESTATE TO ACCESS THE MINERAL ESTATE.

THE USE OF THE SURFACE ESTATE TO ACCESS THE MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

THE OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THIS PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

THE PURCHASER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THIS PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

[Signature Pages Follow]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

CAC:

CAC TIMNATH, LLC,
a Delaware limited liability company

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

TOWN:

TOWN OF TIMNATH, COLORADO

Attest:

By: ____________________________  By: ____________________________
    Milissa Peters, Town Clerk       Jill Grossman Belisle, Mayor

Date: ____________________________

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
The undersigned Title Company hereby acknowledges and agrees to close the contemplated transaction in accordance with the provisions of this Agreement.

FIDELITY NATIONAL TITLE COMPANY

Date:____________________

By:____________________
Name:__________________
Title:__________________
SCHEDULE OF EXHIBITS

Exhibit A: Legal Description of the Property
Exhibit B: Form Special Warranty Deed
Exhibit C: Property Materials
Exhibit D: General Assignment
EXHIBIT A

LEGAL DESCRIPTION
OF
THE PROPERTY
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 35 BEARS SO°14'31"W; THENCE S89°46'32"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 502.00 FEET; THENCE SD0°14'31"W, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING;

THENCE S89°46'32"E ALONG A LINE PARALLEL WTH AND 42.00 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 883.03 FEET;
THENCE S44°52'08"E, A DISTANCE OF 34.00 FEET;
THENCE SD0°02'16"W, A DISTANCE OF 141.19 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 765.00 FEET AND A CENTRAL ANGLE OF 39°53'02", 528.07 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S39°35'18"W, A DISTANCE OF 538.50 FEET TO THE NORTHEASTERLY LINE OF A 100 FOOT WIDE RAILROAD RIGHT-OF-WAY AS DESCRIBED IN BOOK 1 AT PAGE 346 OF THE LARIMER COUNTY RECORDS;
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE N50°24'42"W, A DISTANCE OF 546.74 FEET;
THENCE NOO°14'31"E, A DISTANCE OF 384.30 FEET;
THENCE S89°45'29"E, A DISTANCE OF 30.00 FEET;
THENCE NOO°14'31"E, A DISTANCE OF 338.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 745,841 SQUARE FEET OR 17.191 ACRES, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.
EXHIBIT B
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is dated ________________, 2017, and is made between CAC TIMNATH, LLC, a Delaware limited liability company whose legal address is 66 Franklin Street, Suite 200, Oakland, CA 94607 (“Grantor”), and TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation whose address is __________________________________________ (“Grantee”).

WITNESS, that Grantor, for and in consideration of the sum of One Million Nine Hundred Thousand and No/100s Dollars ($1,900,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, grant, bargain, sell and confirm unto Grantee, and Grantee’s heirs and assigns, forever, all of Grantor’s right, title and interest in and to (i) that certain real property located in Larimer County, Colorado being more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference, together with all reversion, remainders, easements, rights-of-way and appurtenances (the “Land”), and (ii) any and all improvements placed, constructed, installed or located on the surface of the Land; EXCEPTING AND RESERVING UNTO GRANTOR FROM THE ABOVE-DESCRIBED CONVEYANCES all of Grantor’s right, title and interest in and to any and all oil, gas, rights in producing and nonproducing wells, geothermal rights and other minerals and mineral rights of every kind or character (whether similar or dissimilar) lying in, on, or under or that may be produced from said Land, including, without limitation, any and all royalties, bonus amounts, delay rentals and other payments due and payable under any existing or future oil, gas or mineral lease (the “Mineral Rights”), which Mineral Rights are expressly excluded from this transaction and are reserved to Grantor. Grantor shall not occupy the surface of the Land and hereby releases its right to enter upon or use the surface of the Land for any purpose in connection with the exploration for, mining, development or utilization of the excepted and reserved Mineral Rights except in the event of an emergency.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained Land;

TO HAVE AND TO HOLD the said Land above bargained and described unto Grantee, and Grantee’s successors and assigns forever, and Grantor does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee’s successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to the following:

1. All exceptions provided in EXHIBIT B attached hereto and by this reference incorporated herein;
2. All easements and rights of way in place or of record;
3. All restrictions, covenant, exceptions and reservations of record;
4. All zoning and other governmental rules and regulations;
5. The reserved Mineral Rights as provided herein; and

[Signatures on following page]
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

GRANTOR:

CAC TIMNATH, LLC,
a Delaware limited liability company

By: ______________________________
Name: ____________________________
Title: _____________________________

STATE OF _______________ )
COUNTY OF______________ )

The foregoing instrument was acknowledged before me this ___ day of _________________, 2017, by ______________________ as _________________ of CAC Timnath, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: ____________________________.

________________________________________
Notary Public
EXHIBIT A
TO
SPECIAL WARRANTY DEED

Legal Description

[To be completed]
EXHIBIT B
TO
SPECIAL WARRANTY DEED

Permitted Exceptions

[To be completed]
EXHIBIT C
PROPERTY MATERIALS

9. **Timnath Landing Planned Unit Development Overlay**, prepared for CAC Timnath, dated ________.
10. **Timnath Landing Preliminary Plat**, prepared for CAC Timnath, LLC, dated __________.
11. **Timnath Landing First Final Plat**, prepared for CAC Timnath, LLC, dated __________.
13. **Timnath Landing Subdivision Improvement Agreement**, dated __________.

**Seller’s Materials Does Not Include the Following:**

14. All transaction documents between Catellus BCX Development (and related entities like 104th Avenue Partners).
15. All internal Catellus analysis.
16. All appraisals.
17. All third-party market studies and market data,

18. All plat documents (i.e. full size plans).

19. All documents related to Property acquisition including, Deed In lieu of Foreclosure documents.

20. All documents relating to the Timnath Farms Metro Districts.
EXHIBIT D
GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this “Assignment”) is made as of the ___ day of __________, 2017, by CAC Timnath, LLC, a Delaware limited liability company (“CAC”), whose address is 66 Franklin Street, Suite 200, Oakland, CA 94607 and Town of Timnath, Colorado, a Colorado municipal corporation, whose address is ___________________________________ (“Town”).

BACKGROUND

WHEREAS, of even date herewith, CAC has conveyed to Town that certain real property described in Exhibit A attached hereto, together with all improvements located thereon (the “Property”); and

WHEREAS, CAC and Town intend that CAC also convey to Town all of the Conveyed Property Rights (as hereinafter defined).

AGREEMENT

NOW, THEREFORE, CAC, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby agrees as follows:

1. CAC has GRANTED, BARGAINED, SOLD, CONVEYED and ASSIGNED, and by these present does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN to Town all of CAC’s right, title and interest in and to the following, but only to the extent same pertain to the Property (“Conveyed Property Rights”):

   (a) all surveys, engineering, soils, seismic, geological, environmental, reports, studies and certificates and other technical descriptions;

   (b) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property;

   (c) all licenses, permits, governmental approvals, development rights or other similar rights, inclusive of any prepaid impact fees, impact fee credits or other similar development credits, affecting or related to the Property;

   (d) all rights under any plats (preliminary or final) of any portion of the Property or any rights-of-way abutting the Property or any portion thereof, including any boundary plats and any right-of-way plats, submitted, approved or recorded;

   (e) all unpaid awards or proceeds, including awards in connection with insurance and any eminent domain taking; and
(f) all other rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

TO HAVE AND TO HOLD the Conveyed Property Rights unto Town and Town’s successors and assigns forever.

2. This Assignment shall be binding on CAC, its successors and assigns, and shall inure to the benefit of Town, its successors and assigns.

3. This Assignment does not constitute an assumption of any liability or obligation by Town, nor shall it be deemed to impose on Town any liability or obligation, except those that are set forth in recorded agreements which were delivered to Town prior to Closing and which, by the express terms of such agreements, are burdens that run with the title to the Property.

4. CAC and Town will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby.

5. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Copies of signatures transmitted by facsimile machines or by email shall be legal and binding for all purposes.

6. This Assignment shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been initially drafted by one of the parties or its counsel, since both parties have contributed substantially and materially to the preparation hereof.

EXECUTED as of the date first above written.

CAC TIMNATH, LLC,
a Delaware limited liability company

By:________________________
Name:_______________________
Title:________________________
TIMNATH TOWN COUNCIL COMMUNICATION

Meeting Date: October 24, 2017

Item: A Resolution Approving a Professional Services Agreement between the Town of Timnath and Cummings & Petrone LLP (the “Agreement”).

Presented by:
Robert Rogers
Town Attorney

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

EXECUTIVE SUMMARY: This Agreement allows the Court to appoint the law firm of Cummings & Petrone LLP to provide legal defense services on an as-needed basis. The Agreement is based on the Town’s form of professional services agreement with minor changes based on the type of services to be provided.

STAFF RECOMMENDATION: Staff recommends approval of this resolution. The Municipal Judge and Town Prosecutor recommend Cummings & Petrone LLP as the court appointed legal counsel.

KEY POINTS/SUPPORTING INFORMATION:
- Under the Agreement, the Court may appointed lawyers from the law firm of the law firm of Cummings & Petrone LLP to provide legal defense services on an as-needed basis.
- Mr. Cummings and Mr. Petrone were both formerly employed at the 8th Judicial District Attorney’s Office in Fort Collins and have 17 years combined prosecutorial and trial experience.

ADVANTAGES: Contractor possesses the special training, education, and expertise to provide the services identified herein.

DISADVANTAGES: None.

FINANCIAL IMPACT: Under the Agreement, Cummings & Petrone LLP lawyers charge a rate of $75/hour, not to exceed $2,500/case. These services have been appropriately budgeted.

RECOMMENDED MOTION: I move approval of Resolution No. 57, Series 2017.

ATTACHMENT:
1. Resolution
2. Agreement
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 57, SERIES 2017

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CUMMINGS & PETRONE LLP FOR COURT APPOINTED COUNSEL SERVICES

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

WHEREAS, attached hereto as Exhibit A is an agreement between the Town and Cummings & Petrone LLP for Timnath Municipal Court appointed counsel services (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 FOLLOW:

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.


TOWN OF TIMNATH, COLORADO

_______________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

_______________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND CUMMINGS & PETRONE LLP

This Professional 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:
         Cummings & Petrone LLP
         417 West Mountain Avenue
         Fort Collins, Colorado 80521
         970-484-2217

   B. Scope of Services. Contractor shall perform Court Appointed Counsel Services for the Town. The scope of services is more fully set forth in ATTACHMENT A to this Agreement. The Contractor Represents and Warrants that each attorney working for the Contractor: is licensed by the State of Colorado Bar and admitted to practice law in the State of Colorado; a Citizen of the United States and full time resident of the State of Colorado; has knowledge of law and legal principals and practice; and has knowledge of local ordinances, state laws, and constitutional law.

   C. Compensation. The services set forth in this Agreement shall be completed for $75.00/hour, not to exceed $2,500/case and shall include all services set forth in ATTACHMENT A. Contractor shall submit an invoice to the Town within thirty (30) days after disposition of a case. The Town shall make payment within thirty (30) days of receipt of the invoice.
D. Term. The term commences on the Commencement Date and terminates on the Termination Date as hereinafter defined.

Notwithstanding anything contained herein to the contrary, and consistent with Article X, Section 20 of the Colorado Constitution, the Town's payment obligations for any renewal term do not constitute a multi-year fiscal obligation of the Town. All financial obligations of the Town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Town Council, acting in its sole and exclusive discretion. In the event of non-appropriation, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this Agreement except as explicitly provided herein.

E. Commencement Date. The "Commencement Date" is November 1, 2017 and is when the services described in this Agreement are to commence.

F. Termination Date. The "Termination Date" of this Agreement is December 31, 2017. Notwithstanding the foregoing, unless terminated pursuant to Section 1(H), or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

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.

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

The Contractor must be and remain an independent contractor with respect to all services performed under this Agreement. The Contractor accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker’s compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and agrees to indemnify and save harmless the Town from any claims for contributions, taxes, or liability thereof.

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 the Contractor or the Contractor's employees be considered employees or agents of the Town.
3. Colorado Governmental Immunity Act. The Parties acknowledge that provisions of this Agreement are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (§ 24-10-101, et. seq., C.R.S.).

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 professional liability insurance and malpractice insurance, at its expense, in an amount of at least $1,000,000.00 each.

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 consultants) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor's financial records that are relevant to the Town and the services performed hereunder 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, § 24-72-101, et. seq., C.R.S., 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 LLLP, 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.

[Remainder of page intentionally left blank. Signature page follows].
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of October 24, 2017.

TOWN OF TIMNATH:

__________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

___________________________
Milissa Peters, Town Clerk
CONTRACTOR:
Cummings & Petrone LLP

Name: __________________________
Title: __________________________

STATE OF COLORADO   )
) ss.
COUNTY OF LARIMER  )

The foregoing Professional Services Agreement was acknowledged before me this _____ day of ______________, 2017 by __________________________ as the __________________________ of Cummings & Petrone LLP.

Witness my hand and official seal.

My commission expires: __________________

_____________________________________
Notary Public
ATTACHMENT A
(Scope of Services)

The Contractor agrees to provide representation in appointed cases. The Contractor agrees to complete to final disposition all representation undertaken pursuant to this Agreement. **No minimum amount of work is implied or guaranteed by this Agreement.**

If the Contractor is appointed pursuant to this Agreement to represent an individual in a criminal case, the Contractor shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement.

When Contractor is privately retained by an individual in a criminal case, Contractor may not accept a court appointment at a later time to represent that individual in that case unless the court determines that such appointment is in the best interests of justice.

If more than one defendant has been charged with the same offense(s), and one or more of these defendants qualifies for court-appointed counsel, Contractor shall represent only one of the defendants who so qualifies unless he/she has been previously retained by one of the defendants.

Contractor shall make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement. Such provision shall ensure that clients are able to have reasonable access to the Contractor by telephone from detention facilities.

Assignment to a case includes the obligation to provide representation in all criminal matters arising out of the factual transaction underlying the assigned case. Contractor is required to assist the client in matters which are related to the case, such as proceedings in which the client is required to testify as to factual matters related to the representation on the appointed case. Such representation is required when assistance is needed to protect the client’s constitutional rights or when the results of such proceeding will have a direct impact on the result of the appointed case.

Contractor’s representation of defendants under this Agreement shall at all times comply with the Colorado Rules of Professional Conduct or any similar code of ethics to which attorneys may be subject.

Upon assignment of a new client, Contractor will make reasonable and diligent efforts to obtain a review relevant court documents, investigative reports, and other discovery materials to determine if any potential conflicts of interest exist in the case.

If the client fails to appear and the client’s whereabouts are unknown, the Contractor should keep the case open for thirty (30) days and, if there has been no contact from the client, the Contractor may file a notice of withdrawal with the court.

At a minimum, substantive portions of the file of clients represented pursuant to this Agreement shall be retained for at least five (5) years from the date of last action taken on the case, or on any matter related to the case.
Court Hours:

The Municipal Court convenes on the 2nd Thursday of each month beginning at 5:30 p.m., or more frequently as may be scheduled based on court workloads.
EXECUTIVE SUMMARY: The Town will conduct a coordinated mail ballot election with the Larimer County Clerk and Recorder on November 7, 2017. Pursuant to campaign finance laws, the Town does not have the authority to spend public funds to endorse the ballot issue. However, the Town Council does have the authority to pass a resolution endorsing the ballot issue. This Resolution expresses the Town’s endorsement of Ballot Issue 2D in the upcoming November 7, 2017 election.

STAFF RECOMMENDATION: Staff recommends approval of this resolution.

KEY POINTS/SUPPORTING INFORMATION:
- A coordinated election is being held on November 7, 2017.
- The Town can pass a resolution taking a position of advocacy on the ballot issue without violating any campaign financing laws pursuant to § 1-45-117(1)(b)(III)(A), C.R.S.
- Additionally, the Town can report the passage of the Resolution through established customary means other than paid advertising pursuant to § 1-45-117(1)(b)(III)(B), C.R.S. For example, the Town could post the Resolution on the Town’s website, as is the custom now.

ADVANTAGES: The Resolution shows that the Town Council endorses Ballot Issue 2D and is permitted by campaign finance laws.

DISADVANTAGES: None.

FINANCIAL IMPACT: None.

RECOMMENDED MOTION: I move approval of Resolution No. 58, Series 2017 Endorsing the Passage of Ballot Issue 2D For the Purpose of Financing Capital Projects, Including but not Limited to Streets, Stormwater, Parks and Recreation, and Municipal Facilities, the Costs of Operating and Maintaining Such Projects, and General Municipal Purposes, (the “Resolution”).

ATTACHMENTS:
Resolution
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 58, SERIES 2017

A RESOLUTION ENDORSING THE PASSAGE OF BALLOT ISSUE 2D FOR THE PURPOSE OF FINANCING CAPITAL PROJECTS, INCLUDING BUT NOT LIMITED TO STREETS, STORMWATER AND MUNICIPAL FACILITIES, PARKS AND RECREATION, AND THE COSTS OF OPERATING AND MAINTAINING SUCH PROJECTS, AND GENERAL MUNICIPAL PURPOSES

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, Article X, Section 20 of the Colorado Constitution (known as “TABOR”) requires voter approval for any new tax and for the spending of certain moneys after limits established by TABOR; and

WHEREAS, the Town will conduct a TABOR election in coordination with the Larimer County Clerk and Recorder as a coordinated mail ballot election on November 7, 2017; and

WHEREAS, the Town Council referred Ballot Issue 2D which increases taxes to finance capital projects, including but not limited to streets, stormwater and municipal facilities, parks and recreational facilities, and the costs of operating and maintaining such projects; and general municipal purposes (“Ballot Issue 2D”) to the electorate of the Town by Ordinance No. 19, Series 2017; and

WHEREAS, the Town Council is familiar with Ballot Issue 2D 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 FOLLOW:

Section 1. Endorsement
The Town Council hereby formally endorses the passage of Ballot Issue 2D.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
**TIMNATH COUNCIL COMMUNICATION**

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>Item: A Resolution Ratifying the Railroad Crossing Renewal Agreement with GWRR for the Main Street Crossing</th>
<th>Ordinance □ Resolution ✓ Discussion □ For Information □</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 24, 2017</td>
<td>Presented by: Eric Fuhrman, P.E. Engineering Staff</td>
<td></td>
</tr>
</tbody>
</table>

**EXECUTIVE SUMMARY:** Upgrade the railroad crossing surface at Main Street to concrete in conjunction with maintenance work GWRR is doing thru the crossing. Overall cost savings versus doing it as a standalone project in 2 years. Since there was not a Council meeting on October 10, Staff had to execute the agreement in order to meet the railroad’s timeline so the resolution is a ratification of that agreement. The possibility of upgrading this crossing was presented in the engineering report on September 26 for discussion.

**STAFF RECOMMENDATION:** Approval

**KEY POINTS/SUPPORTING INFORMATION:**
- Main Street Railroad Crossing Upgrade is a 2019 CIP item.
- GWRR approached the town in September to see if we would be interested in upgrading the crossing surface while they had it torn out this fall for maintenance work.
- Determined cost to do it now would be $50-60,000 less than doing as a stand alone project.
- Harmony Road Phase III CIP is near completion and under budget. Funds are available in that budget to do the work at Main Street now. This will reduce the 2019 CIP budget.
- Cost for the upgrades is estimated at $59,385, not to exceed an additional 5%. (Total maximum = $62,354.25)

**ADVANTAGES:** Completes a planned improvement project for less cost than originally anticipated.

**DISADVANTAGES:** There is some risk that the PUC will still require the closure of this crossing for the new Parkway crossing. If that were to occur, the concrete panels from this crossing could be reused elsewhere, so some of the costs to install them now could be recovered.

**FINANCIAL IMPACT:** This is a 2019 CIP item. Funds are available in the 2017 Harmony Road Phase III CIP budget to take advantage of this opportunity as that project is coming in under budget.

**RECOMMENDED MOTION:** I move to approve Resolution No. 59, Series 2017 approving the required agreements and expenditure of funds up to $63,000 for the Railroad Crossing Renewal Agreement with GWRR for the Main Street Crossing.

**ATTACHMENTS:** 1. Resolution, 2. Town Council Purchase Authorization, 3. RR Agreement,
Town Council Purchase Authorization

Date: October 3, 2017
Vendor: Great Western Railway of Colorado, LLC
Department: Engineering
Project: Main Street Crossing Upgrade - Surface Only

Description: Upgrade the Main Street railroad crossing to concrete panels while GWRR is doing rehabilitation work thru the crossing. Significant cost savings over doing as a separate project at a later date.

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

Advantages: By doing the project with the railroad while they are doing maintenance thru the crossing, the Town can save ~$50-60,000 if it were done as a separate project.

Disadvantages: Improvements are at risk if the PUC forces the closure of the crossing (for the Parkway). In that case, the concrete panels could be reused at another crossing (CR 1 for example).

<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>Railroad Agreement</td>
<td>$0</td>
<td>$0</td>
<td>$63,000</td>
<td>$63,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

Financial Impact: This is a 2019 CIP item. Funds are available in the Harmony Road Phase III CIP budget to take advantage of this opportunity as that project is coming in under budget.

Recommendation/Justification: Recommend approval.

Requesting Department Signature: [Signature]
Date: 10/12/17

Town Manager Signature: [Signature]
Date: 10/18/17
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 59, SERIES 2017

A RESOLUTION RATIFYING THE RAILROAD CROSSING RENEWAL AGREEMENT WITH GWRR FOR THE MAIN STREET CROSSING

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 Railroad Crossing Renewal Agreement with Great Western Railroad for the Main Street Crossing; and

WHEREAS, the Town has included this project in its Capital Improvement Projects and desires to take the opportunity to do this work in conjunction with work by the railroad; and

WHEREAS, the Town Council is familiar with the Project and finds it to be in the best interest of the Town, its residents, and the general public to proceed with construction;

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

Section 1. Approval
The required agreements and expenditure of funds up to $63,000 is hereby ratified for the Main Street railroad crossing upgrade. The required agreements may be finalized by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A
Renewal Agreement
RAILROAD CROSSING RENEWAL AGREEMENT

THIS RAILROAD CROSSING RENEWAL AGREEMENT ("Agreement") is made and entered into this 16th day of October, 2017, by and between the TOWN OF TIMNATH, COLORADO ("Town") and the GREAT WESTERN RAILWAY OF COLORADO, L.L.C., a Colorado limited liability company ("GWR").

RECITALS

WHEREAS, GWR and the Town have determined to improve the grade crossings over the track of GWR at Main Street (County Road 5), U.S. DOT Crossing number 244878F, located at Milepost 81.25 of GWR's Greeley Subdivision, as depicted on the attached Exhibit A-1 which is incorporated into this Agreement by this reference (collectively, the "Main Street Crossing"); and

WHEREAS, the Town has determined to fund the cost of materials for the GWR to improve the Main Street Crossing; and

WHEREAS, the GWR has determined to fund the cost of labor and equipment to improve the Main Street Crossing; and

WHEREAS, the Town and GWR desire to enter into this Agreement to provide for terms and conditions under which the Town will provide such funding; and

For and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the parties agree as follows:

AGREEMENT

1. Scope of Work. GWR agrees to perform the work ("Work") as outlined in the attached Exhibit A-2 which is incorporated into this Agreement by this reference. This Work generally consists of removing the existing rail, cross ties and other track materials (collectively the "Materials"), and the grading and replacement of the Materials. GWR agrees to begin the Work of improving the Main Street Crossing within thirty (30) days after ordering and receiving the Materials specified on Exhibit A-2. Provided GWR receives payment from the Town within the time frame specified in Section 2 of this Agreement, GWR agrees to complete the Work as soon as reasonably possible, but in no event later than October 31, 2017.

2. Payment. The Town will make payments to GWR in accordance with the estimated costs of Materials ($59,385) as outlined in Exhibit A-2 and the following provisions:
   - GWR will submit invoices for the costs incurred. If the final costs exceed those described in Exhibit A-2, Town shall pay those reasonable additional expenses up to a maximum of an additional five percent (5%).
   - The Town will reimburse GWR no later than thirty (30) days after receiving properly prepared invoices.
• GWR may use its own forces or enter into an agreement with a qualified contractor to perform the Main Street Crossing renewal Work.
• GWR may use Materials from inventory (rail, ties, plates, spikes, ballast) to expedite the track renewal Work.
• GWR agrees to order the track Materials needed to renew the road crossing within fifteen (15) days from the date that this Agreement is executed.

3. **Maintenance Obligations.** After re-construction of the Main Street Crossing is completed, the Town and GWR acknowledge that their respective maintenance responsibilities shall be as follows:

   A. Pursuant to 4 CCR 723-7-7211(c), the Town acknowledges that it shall be obligated to maintain, repair, and replace, at no cost to GWR, the roadway approaches to the Main Street Crossing, which shall include all grading, road surfaces and drainage facilities, curb and gutter, sidewalks, and bike paths.

   B. Pursuant to 4 CCR 723-7-7211(a), GWR acknowledges that it shall be obligated to maintain, repair, and replace, at no cost to the Town, the Main Street Crossing from the outside end of one tie to the outside end of the opposite tie of each, together with all appurtenances thereto including, but not limited to, operating facilities, warning devices, flashing light signals, gates, crossbucks, and signage if any such appurtenances are installed by GWR.

4. **Funding for Maintenance Costs.** Nothing in this Agreement shall prevent either party from seeking State and/or federal grant monies to pay for the costs of their respective maintenance responsibilities.

5. **Appropriation.** The parties agree and acknowledge that this Agreement does not constitute a multiple fiscal year debt or financial obligation of Town based on the Town’s ability to terminate this Agreement pursuant to Section 6. If the Town ceases to provide funds for its obligations contained in Section 3A or terminates the Agreement pursuant to Section 6, then this Agreement shall be null and void.

6. **Termination.** This Agreement shall take effect as of September 28, 2017 and shall remain in effect until the completion of the Work. Notwithstanding the foregoing, this Agreement may be terminated by either party upon giving not less than ten (10) days written notice to the other party so long as such notice is received by the other party prior to GWR ordering any Materials necessary for or commencing performance of the Work. If GWR has ordered any of the Materials and cannot return them and the Town thereafter terminates this Agreement prior to the time GWR commences performance of the Work, then GWR shall be entitled to keep that portion of the funds advanced by the Town that GWR has expended on the Materials, labor or other costs directly attributable to the Work. Within thirty (30) days after completion of the Work, GWR shall furnish the Town with a written certification stating that the Work has been completed and verifying that it expended the funds provided by the Town solely on the Work.
7. Independent Contractor. In performing the Work, GWR acts as an independent contractor and is not acting as an agent, servant or employee of the Town. GWR is solely responsible for withholding and paying all applicable federal and state taxes associated with the Work. GWR and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by GWR or an entity other than the Town.

8. Applicable Law/Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

9. Assignment/Binding Effect. This Agreement shall be binding upon and, except as otherwise provided in this Agreement, shall inure to the benefit of the successors in interest, assigns or the legal representatives of the parties hereto.

10. Notices. Any notice or communication required under this Agreement between the Town and GWR must be in writing and may be given either personally, by registered or certified mail, return receipt requested, by Federal Express or other reliable courier service that guarantees next day delivery or by facsimile transmission (followed by an identical hard copy via registered or certified mail). If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed and the party has acknowledged receipt in writing. If given by any other method, a notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (b) as applicable: (1) three (3) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; (2) the following business day after being sent via Federal Express or other reliable courier service that guarantees next day delivery; or (3) the following business day after being sent by facsimile transmission (provided that such facsimile transmission is promptly followed by an identical hard copy sent via registered or certified mail, return receipt requested). Any party may at any time, by giving written notice to the other party hereto as provided in this Section 10, designate additional persons to whom notices or communications shall be given and designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to Town: Town of Timnath, Colorado
ATTN: Town Engineer
4800 Goodman Street
Timnath, CO 80547
Fax: (970) 224-3217

If to GWR: Great Western Railway of Colorado, L.L.C.
ATTN: Hubert Gassner, Manager
252 Clayton St., #4
Denver, CO 80206
Fax: (866) 759-3245
With copies to: Great Western Railway of Colorado, L.L.C.
ATTN: Ken Rose, Director of Engineering & Environmental
252 Clayton St., #2
Denver, CO 80206
Fax: (866) 759-3245

11. **Remedies.** In the event of a breach or default by either party, as determined by a court of competent jurisdiction, the non-breaching party shall be entitled to any and all remedies available at law or equity, including, without limitation, actions for damages and injunctive relief.

12. **Waiver.** No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

13. **Extension or Modification.** Any amendments or modifications to this agreement shall be in writing signed by both parties.

14. **Indemnity.** GWR shall indemnify and hold harmless Town, its officers, agents and employees from and against injury, loss damage, liability, suits, actions or claims of any type or character arising out of the work done in fulfillment of the terms of the Contract or on account of any act, claim or amount arising or recovered under workers’ compensation law or arising out of the failure of GWR to conform to any statutes, ordinances, regulation, law or court decree. GWR shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement of its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of GWR in its construction methods or procedures: or in provisions of the materials required herein, or from any claims or amounts arising or recovered under the Workers’ Compensation Act, or any other law, ordinance, order, or decree. This paragraph shall survive expiration of termination hereof.

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

TOWN: TOWN OF TIMNATH, COLORADO

By: [Signature]
April Getchius, Town Manager

ATTEST:
[Signature]
GWR: GREAT WESTERN RAILWAY OF COLORADO, L.L.C., a Colorado limited liability company

By: Hubert Gassner, Manager

STATE OF COLORADO )
COUNTY OF _WEED____)

Denver) ss.

The foregoing Railroad Crossing Renewal Agreement was acknowledged before me this 16th day of October, 2017, by Hubert Gassner, Manager of Great Western Railway of Colorado, L.L.C., a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 6th February 2020

SANDRA REMY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084004056
MY COMMISSION EXPIRES FEBRUARY 6, 2020
Exhibit A-1
Main St., County Road 5, U.S. DOT Crossing number 244878F, M.P. – 81.25
# Great Western Railway of Colorado

**CR 5/ Timnath**

<table>
<thead>
<tr>
<th>Fx Rate</th>
<th>Total Project Capital</th>
<th>CR 5/ Timnath</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>USD 59,385</td>
<td></td>
</tr>
<tr>
<td>1.070</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Q4, 2017**

<table>
<thead>
<tr>
<th>Position</th>
<th>Qty</th>
<th>Rate</th>
<th>ST Hrs</th>
<th>OT Hrs</th>
<th>Total Cost</th>
<th>October</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>1.00</td>
<td>$45.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Internal Labor**

<table>
<thead>
<tr>
<th>Material</th>
<th>Unit</th>
<th>Curr</th>
<th>Rate</th>
<th>Qty</th>
<th>Total Cost</th>
<th>October</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rail, 136#</td>
<td>linear feet</td>
<td>USD</td>
<td>21.00</td>
<td>274</td>
<td>5,749</td>
<td>5,749</td>
</tr>
<tr>
<td>Rail, 115#</td>
<td>linear feet</td>
<td>USD</td>
<td>18.00</td>
<td>78</td>
<td>1,404</td>
<td>1,404</td>
</tr>
<tr>
<td>Crossing Ties, 7x9x10&quot;</td>
<td>each</td>
<td>USD</td>
<td>86.00</td>
<td>58</td>
<td>4,921</td>
<td>4,921</td>
</tr>
<tr>
<td>Cross Ties, 7x9x6&quot;</td>
<td>each</td>
<td>USD</td>
<td>49.50</td>
<td>200</td>
<td>9,900</td>
<td>9,900</td>
</tr>
<tr>
<td>Tie Plates, 136#</td>
<td>each</td>
<td>USD</td>
<td>9.00</td>
<td>178</td>
<td>1,598</td>
<td>1,598</td>
</tr>
<tr>
<td>Tie Plates, 115#</td>
<td>each</td>
<td>USD</td>
<td>8.00</td>
<td>47</td>
<td>374</td>
<td>374</td>
</tr>
<tr>
<td>Track Spikes</td>
<td>keg, 100#</td>
<td>USD</td>
<td>70.00</td>
<td>13</td>
<td>942</td>
<td>942</td>
</tr>
<tr>
<td>Comp Bars, 136/115</td>
<td>pair</td>
<td>USD</td>
<td>400.00</td>
<td>4</td>
<td>1,600</td>
<td>1,600</td>
</tr>
<tr>
<td>Comp Bars, 115/85</td>
<td>pair</td>
<td>USD</td>
<td>400.00</td>
<td>4</td>
<td>1,600</td>
<td>1,600</td>
</tr>
<tr>
<td>Track bolts/w washer</td>
<td>each</td>
<td>USD</td>
<td>4.50</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ballast</td>
<td>ton</td>
<td>USD</td>
<td>27.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Crossing Panels, Concrete</td>
<td>track feet</td>
<td>USD</td>
<td>225.00</td>
<td>57</td>
<td>12,797</td>
<td>12,797</td>
</tr>
<tr>
<td>Asphalt</td>
<td>ton</td>
<td>USD</td>
<td>85.00</td>
<td>100</td>
<td>8,500</td>
<td>8,500</td>
</tr>
<tr>
<td>Corrugated Drain Pipe</td>
<td>linear feet</td>
<td>USD</td>
<td>26.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Heavy Walled PVC</td>
<td>linear feet</td>
<td>USD</td>
<td>2.50</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Anchors</td>
<td>each</td>
<td>USD</td>
<td>1.75</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Material**

<table>
<thead>
<tr>
<th>Contract Services</th>
<th>Vendor</th>
<th>Curr</th>
<th>Rate</th>
<th>Qty</th>
<th>Total Cost</th>
<th>October</th>
</tr>
</thead>
<tbody>
<tr>
<td>CR 5, Main St., MP 81.25</td>
<td>Construct Crossing, Concrete</td>
<td>USD</td>
<td>850.00</td>
<td>0.000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Traffic Control &amp; Detour</td>
<td>USD</td>
<td>10,000.00</td>
<td>1,000</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
</tbody>
</table>

**Total Contract Services**

<table>
<thead>
<tr>
<th>Other Capital</th>
<th>Vendor</th>
<th>Curr</th>
<th>Rate</th>
<th>Qty</th>
<th>Total Cost</th>
<th>October</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager Vehicle</td>
<td>RR</td>
<td>USD</td>
<td>25.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Other Capital**

**Taxes**

<table>
<thead>
<tr>
<th>Curr</th>
<th>Rate</th>
<th>Total Cost</th>
<th>October</th>
</tr>
</thead>
<tbody>
<tr>
<td>USD</td>
<td>1.070</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
EXECUTIVE SUMMARY: A group of petitioners owning more than 50% of the property and who are more than 50% of the property owners have submitted a request for anexation of property named “Fewell Annexation” south of and adjacent to Harmony Road. The statutory requirement of a minimum of 1/6th contiguity to the current Town limits is attained by this property with Town owned ROW along Harmony Road to the north and Riverbend Subdivision to the west. The Petition appears to be in substantial compliance with all applicable provisions of the C.R.S. and recommends that Council initiate annexation proceedings for this property.

The Resolution finding the Petition for Annexation to be in Substantial Compliance and setting a Public Hearing on the application before the Town Council on January 9, 2018 has been submitted to the Town Council on October 24, 2017. In addition, the Planning Commission will consider the petition for annexation at a regular meeting prior to the Town Council Public Hearing. Adjacent property owners that would also be eligible for annexation petition with the same terms have been notified in accordance with the C.R.S. and Town of Timnath L.U.C. requirements.

STAFF RECOMMENDATION: Staff recommends approval of the resolution authorizing the initiation of annexation proceedings for property known as the Fewell Annexation and giving notice of a Public Hearing for said property.

KEY POINTS/SUPPORTING INFORMATION:
- The Annexation Agreement Terms are attached hereto, in the form of a draft annexation agreement. At this time, no special annexation agreement conditions are being requested.
- The property being annexed appears to meet all the applicable provisions of the C.R.S.

ADVANTAGES:
- Increases the land area within the GMA of the Town of Timnath and furthers the goals and objectives of the Town’s Comprehensive Plan
- Increases the land area associated with R-3 Two-Family & Multi-Family Residential and CC Commercial Zoning Districts
- This resolution is only for the initiation of the Annexation, the full scope of potential advantages are yet to be determined through the annexation evaluation.

DISADVANTAGES:
- This resolution is only for the initiation of the Annexation and the potential disadvantages are being evaluated
**FINANCIAL IMPACT:**
- This resolution is only for the initiation of the Annexation and the potential financial impacts are being evaluated.

**RECOMMENDED MOTION:**
- I move to recommend approval of Resolution No. 60, Series 2017, a Resolution initiating annexation proceedings for property known as the Fewell Annexation and giving notice of public hearing thereon.

**ATTACHMENTS:**
1. Resolution
2. Annexation Petition
3. Annexation Map
4. Draft Annexation Agreement
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH FINDING A PETITION FOR ANNEXATION OF THE PROPERTY KNOWN AS THE FEWELL ANNEXATION TO BE IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE ACT, INITIATING ANNEXATION PROCEEDINGS AND SETTING A PUBLIC HEARING THEREON

WHEREAS, the Town Council for the Town of Timnath, Colorado has received a Petition for Annexation of certain property, signed by at least 50% of the land owners owning at least 50% of the land of said property, exclusive of public streets and alleys moreover to be in substantial compliance with the requirements of Section 31-12-107(1), Colorado Revised Statutes and Article 13 of the Timnath Land Use Code; and

WHEREAS, the Town Council for the Town of Timnath, Colorado has reviewed the draft Annexation Agreement; and

WHEREAS, the Town Council wishes to initiate annexation proceedings for the Property and set a public hearing to determine if the proposed annexation of the Property complies with the applicable requirements of the Municipal Annexation Act of 1965, CRS 31-12-101 et. seq. and Article 10 of the Timnath Land Use Code.

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

Section 1. Annexation Proceedings Initiated
Annexation proceedings are hereby initiated upon the Petition for Annexation of the following described property to the Town, which Petition appears to be in substantial compliance with the applicable provisions of Chapter 31, Article 12, Colorado Revised Statutes:
Description of property proposed for annexation: See, attached: EXHIBIT A

Section 2. Public Hearing
The Council hereby sets and gives notice of a public hearing for 6 P.M. on January 9, 2018 at the Timnath Administration Building, 4800 Goodman Street, in Timnath, Colorado, to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility under Part 1 of Chapter 31, Article 12 of said statutes.
INTRODUCED, MOVED, AND ADOPTED THIS 24TH DAY OF OCTOBER, 2017, THE VOTE UPON ROLL CALL BEING AS FOLLOWS:

For: ____________  
Against: ____________  
Abstain: ____________

FOR THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO

_____________________________  By: ______________________________
Milissa Peters, Town Clerk  
Jill Grossman-Belisle, Mayor

NOTICE IS HEREBY GIVEN that a Petition for Annexation of property hereinafter described has been presented to the Town Council of the Town of Timnath, Colorado and found to be in apparent compliance with the applicable provisions of law. The Town Council has adopted a Resolution setting a public hearing to be held at 6 P.M. on January 9, 2018, at the Timnath Administration Building, 4800 Goodman Street, Timnath, Colorado, to determine if the proposed annexation complies with the applicable requirements of the law.

Any person may appear at the hearing and present evidence upon any matter to be considered by the Council.

Published in the Fort Collins Coloradoan:  
Published Weekly:  
First Publication: October 27, 2017  
Second Publication: November 3, 2017  
Third Publication: November 10, 2017  
Fourth Publication: November 17, 2017
EXHIBIT A

Legal Description of Property Proposed for Annexation

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M. AND BEING DESCRIBED AS FOLLOWS:

Basis of Bearing: The North line of said Section 2, being monumented on the West by a number 6 rebar with a 3-1/4" aluminum cap, stamped "PLS 10734" and on the East by a number 6 rebar with a 2-1/2" aluminum cap, stamped "LS 25619" and is assumed to bear North 89° 58' 33" East.

Commencing at the Northwest corner of the said Section 2, thence North 89° 58' 33" East along the North line of the said Northwest Quarter of Section 2, a distance of 1834.80 feet; thence South 00° 00' 00" East, a distance of 20.46 feet to the Northwest corner of a parcel conveyed to the town of Timnath at Reception Number 20130012132 in the Larimer County Clerk and Recorder's Office and being the Point of Beginning;

Thence North 90° 00' 00" East along the North line of the said town of Timnath parcel North 90° 00' 00" East, a distance of 802.77 feet to the Southwesterly right of way line of Great Western Railroad;

Thence South 50° 46' 27" East along said Southwesterly right of way line, a distance of 1767.49 feet to the most easterly northeasterly corner of the J. L. and G. D. Fewell living trust parcel as recorded in reception number 19930033424;

Thence South 02° 03' 36" East along said easterly line, a distance of 1385.37 feet, to the Southeast corner of the said J. L. and G. D. Fewell living trust parcel;

Thence South 09° 07' 27" West along the South line of said J. L. and G. D. Fewell living trust parcel, a distance of 1771.61 feet to the Southwest corner of said J. L. and G. D. Fewell living trust parcel;

Thence North 10° 13' 32" West along the West line of said J. L. and G. D. Fewell living trust parcel, a distance of 1258.49 feet;

Thence continuing along the said West line North 09° 58' 20" West, a distance of 1269.56 feet to the Southwest corner of the said town of Timnath parcel;

Thence, along the west line of said town of Timnath parcel, North 09° 58' 20" West a distance of 41.01 feet to the Point of Beginning.

Containing 4,174,255 square feet or 95.83 acres (4), more or less.
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

THE UNDERSIGNED, being "landowners" as defined in C.R.S. § 31-12-103(6), hereby Petition the Town of Timnath, Colorado (the "Town") for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."

2. It is desirable and necessary that the Property be annexed to the Town.

3. The following requirements of C.R.S. § 31-12-104 exist or have been met:
   a. Not less than 1/6th of the perimeter of the Property is contiguous with the Town.
   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the Town.

4. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
   d. The entire width of all streets and alleys to be included within the area annexed are included;
   e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district; and
   f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an
easement, or owners of a franchise adjoining a platted street or alley, inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

5. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the municipal boundary in the past 12 months.

6. The Petitioners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.

7. The Petitioners request that the Town Council approve the annexation of the Property.

8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-107(1)(d) and attached as Exhibit B.

9. The Petitioners reserve the right to withdraw this Petition in the event the Property is not zoned in accordance with the Annexation Agreement, if any.

10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

PETITIONERS:

HERITAGE TRUST COMPANY, TRUSTEE For The J.L. and G.D. FEWELL LIVING TRUST
dated May 12, 1993

By: ______________________
Name: ____________________
Title: _____________________
Mailing Address: 2802 W. Country Club Drive
Oklahoma City, OK 73156

STATE OF Oklahoma ss.
COUNTY OF Oklahoma ss.

Subscribed and sworn to before me this 2nd day of September, 2017, by

Deborah L. Gambrel
Notary Public

Witness my hand and official seal.

7/7/2021
Heinah L. Cobin
Notary Public
ANNEXATION AGREEMENT
FOR THE FEWELL PROPERTY

THIS ANNEXATION AGREEMENT ("Agreement"), is made and entered into to be effective the 24th day of October, 2017, by and between Town of Timnath, a Colorado municipal corporation ("Town") and HERITAGE TRUST COMPANY, TRUSTEE FOR THE J.L. AND G.D. FEWELL LIVING TRUST, dated May 12, 1993, ("Property Owner" and collectively, the "Parties") and is made concerning the real property described on Exhibit A, attached hereto and incorporated herein by reference ("the Property"), and generally known as the "FEWELL PROPERTY".

WITNESSETH:

WHEREAS, the Property consists of approximately 95.83 acres, more or less, located south side of Harmony road between Signal Tree Way on the west and Great Western Railroad on the east, Larimer County, State of Colorado; and

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

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

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

AGREEMENT

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

2. **Annexation of Property.** The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including, as shown on the annexation map attached hereto as Exhibit B. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the “Act”), the Code and all applicable laws, and is subject to this Agreement and the SIA executed in connection herewith. Property Owner agrees that it will not withdraw the annexation petition.
3. **Application of Town Laws - Town Services.** Except as expressly provided herein, all Town ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Property, upon annexation. Upon annexation, the Town shall provide all customary municipal services to the Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout the Town.

4. **Zoning and Development of the Property.** The Property will be zoned R3 – Mixed Residential zoning with a PD – Planned Development District overlay zoning. Property Owner will develop the Property in accordance with a site specific development plan to be subsequently approved by the Town. The Property Owner shall take all action necessary to timely apply for and diligently pursue appropriate zoning by Town of the Property. The Property, or any portion thereof, may be rezoned or the site specific development plan amended with the consent of Town and Property Owner, but without amending or modifying this Agreement.

5. **Water Utilities.** Property Owner shall obtain water service from the Fort Collins – Loveland Water District.

6. **Sanitary Sewer Utilities.** Property Owner shall obtain sewer service from South Fort Collins Sanitation District.

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

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

9. **Fire Protection Services.** The Property Owner acknowledges and represents that Property Owner has submitted a Petition for Exclusion from the fire protection district currently serving the Property, as necessary, and that Property Owner has submitted a Petition for Inclusion into the Poudre Valley Fire Protection District.

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

11. **Covenants Run With the Land.** This Agreement and the annexation map shall be recorded in the real estate records of Larimer County. The provisions of this Agreement shall constitute covenants or servitudes that shall touch, attach to and run with title to the Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest of the parties to this Agreement, except as
may be otherwise expressly provided in this Agreement.

12. **Cure of Legal Defects.** In the event that the annexation or zoning of the Property or any portion of this Agreement, is declared void or unenforceable by final court action, meaning that no appeal can be made or the time to appeal has expired, Parties shall cooperate to cure any legal defects cited by the court, and immediately upon such cure, Town shall reinstitute and complete proceedings to annex and zone the Property according to the terms of this Agreement and to otherwise carry out the terms and provisions hereof. The Property Owner shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

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

   a. The refusal to issue any building permit;
   b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
   c. Refusal to accept further land use applications for the Property;
   d. Disconnection of the Property from Town;
   e. Specific performance of this Agreement;
   f. Placement of a lien on the Property to be collected with the property taxes;
   g. Any other remedy available at law or equity.

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

14. **Breach by Town: Property Owner’s Remedies.** Property Owner shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a material breach of this Agreement by Town, including the right to seek statutory disconnection.
for a material breach which substantially impairs Property Owner’s ability to develop the Property.

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

16. **Acknowledgement.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with Town Code and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of Town or its inhabitants; nor shall this Agreement prohibit the enactment by Town of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

17. **Notice.** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, or facsimile if sent during normal business hours, or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

**Notice to Town:**

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

with copy to:  
Robert G. Rogers, Esq.  
White, Bear & Ankele Professional Corporation  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Telephone: (303) 858-1800  
Facsimile: (303) 858-1802

**Notice to Property Owner:**  
HERITAGE TRUST COMPANY, TRUSTEE FOR THE J.L. AND G.D. FEWELL LIVING TRUST  
DATED MAY 12, 1993  
Attention: Kevin L. Karp, Senior Vice President  
2802 West Country Club Drive  
Oklahoma City, OK 73156  
Telephone: (405) 848-8899
18. **Assignment.** Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Property Owner (an “Affiliate”) of Property Owner, without the consent of the Town. The terms “controlling,” “controlled by,” or “under common control with,” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise. Property Owner shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written notice to Town. Upon such notice and written assumption of the obligations of Property Owner by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Property Owner arising after the date such duties and obligations are assumed by the Assignee.

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

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

21. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and Parties shall cooperate to cure any such defect.
22. **Effective Date-Termination.** This Agreement shall be effective and binding upon both Parties but shall not affect the effective date of the ordinance annexing the Property to Town. This Agreement shall be terminated and considered null and void on the date of disconnection if the Property is subsequently disconnected from Town.

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

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

25. **Execution and Counterparts.** This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

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

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

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

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

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

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

TOWN: TOWN OF TIMNATH, COLORADO,
A Municipal Corporation

ATTEST: Jill Grossman-Belisle, Mayor

______________________________
Milissa Peters, Town Clerk
PROPERTY OWNER: HERITAGE TRUST COMPANY, TRUSTEE FOR THE J.L. AND G.D. FEWELL LIVING TRUST DATED MAY 12, 1993

By: ____________________
Name: ____________________
Title: ____________________

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was acknowledged before me this _____ day of [MONTH], 2017, by ______________, as ______________ for HERITAGE TRUST COMPANY Trustee of The J.L. & G.D. FEWELL LIVING TRUST DATED MAY 12, 1993.

WITNESS my hand and official seal.

_______________________________
Notary Public

My Commission expires: ___________
EXHIBIT A
(Property Description)

THE J.L. & G.D. FEWELL LIVING TRUST DATED MAY 12, 1993

A tract of land situate in the N 1/2 of Section 2, Township 6 North, Range 68 West of the 6th P.M., which considering the North line of the NW 1/4 of said Section 2 as bearing due West and with all bearings contained herein relative thereto is more particularly described as follows:
Beginning at a point on the North line of the Northwest 1/4 of said Section 2 which bears 1834.80 feet from the Northwest corner of said Section 2 to the Point of Beginning; And runs thence South 09°58’ East 1315.46 feet; thence South 10°13’ East 1286.19 feet; thence North 89°06’30” East 1768.94 feet; thence North 02°02” West 1384.95 feet to a point along the Westerly line of the Colorado and Southern Railroad; thence North 50°40’ West 1814.05 feet along said Westerly line to a point on the North line of said NW 1/4; thence West 772.28 feet to the Point of Beginning, County of Larimer, State of Colorado.

EXCEPT Right of Way over the North 30 feet and Except that portion described in Order for Possession recorded February 14, 2013 at Reception No. 20130012132, and Rule and Order recorded August 28, 2013 at Reception No. 20130066190.
EXHIBIT B
(Annexation Map)
# TOWN COUNCIL COMMUNICATION

**Meeting Date:** October 24, 2017  
**Presented by:** Matt Blakely  
Community Development Director  
**Item:** Resolution No. 61, Series 2017, a Resolution initiating Annexation proceedings for property known as Feldman Annexation and giving notice of a Public Hearing on January 9, 2018

<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:
A group of petitioners owning more than 50% of the property and who are more than 50% of the property owners have submitted a request for annexation of property named “Feldman Annexation” west of and adjacent to Three Bell Parkway. The statutory requirement of a minimum of 1/6th contiguity to the current Town limits is attained by this property with Town owned ROW along Harmony Road to the north and Three Bell Parkway to the east and Riverbend Subdivision to the west. The Petition appears to be in substantial compliance with all applicable provisions of the C.R.S. and recommends that Council initiate annexation proceedings for this property.

The Resolution finding the Petition for Annexation to be in Substantial Compliance and setting a Public Hearing on the application before the Town Council on January 9, 2018 has been submitted to the Town Council on October 24, 2017. In addition, the Planning Commission will consider the petition for annexation at a regular meeting prior to the Town Council Public Hearing. Adjacent property owners that would also be eligible for annexation petition with the same terms have been notified in accordance with the C.R.S. and Town of Timnath L.U.C. requirements.

## STAFF RECOMMENDATION:
Staff recommends approval of the resolution authorizing the initiation of annexation proceedings for property known as the Feldman Annexation and giving notice of a Public Hearing for said property.

## KEY POINTS/SUPPORTING INFORMATION:
- The Annexation Agreement Terms are attached hereto, in the form of a draft annexation agreement. At this time, no special annexation agreement conditions are being requested.
- The property being annexed appears to meet all the applicable provisions of the C.R.S.

## ADVANTAGES:
- Increases the land area within the GMA of the Town of Timnath and furthers the goals and objectives of the Town’s Comprehensive Plan
- Increases the land area associated with R-3 Two-Family & Multi-Family Residential Zoning District
- This resolution is only for the initiation of the Annexation, the full scope of potential advantages are yet to be determined through the annexation evaluation.

## DISADVANTAGES:
- This resolution is only for the initiation of the Annexation and the potential disadvantages are being evaluated

## FINANCIAL IMPACT:
- This resolution is only for the initiation of the Annexation and the potential financial impacts are being evaluated.
**RECOMMENDED MOTION:**

- I move to recommend approval of Resolution No. 61, Series 2017, a Resolution initiating annexation proceedings for property known as the Feldman Annexation and giving notice of public hearing thereon.

**ATTACHMENTS:**
1. Resolution
2. Annexation Petition
3. Annexation Map
4. Draft Annexation Agreement
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH FINDING A PETITION FOR ANNEXATION OF THE PROPERTY KNOWN AS THE FELDMAN ANNEXATION TO BE IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE ACT, INITIATING ANNEXATION PROCEEDINGS AND SETTING A PUBLIC HEARING THEREON

WHEREAS, the Town Council for the Town of Timnath, Colorado has received a Petition for Annexation of certain property, signed by at least 50% of the land owners owning at least 50% of the land of said property, exclusive of public streets and alleys moreover to be in substantial compliance with the requirements of Section 31-12-107(1), Colorado Revised Statutes and Article 13 of the Timnath Land Use Code; and

WHEREAS, the Town Council for the Town of Timnath, Colorado has reviewed the draft Annexation Agreement; and

WHEREAS, the Town Council wishes to initiate annexation proceedings for the Property and set a public hearing to determine if the proposed annexation of the Property complies with the applicable requirements of the Municipal Annexation Act of 1965, CRS 31-12-101 et. seq. and Article 10 of the Timnath Land Use Code.

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

Section 1. Annexation Proceedings Initiated

Annexation proceedings are hereby initiated upon the Petition for Annexation of the following described property to the Town, which Petition appears to be in substantial compliance with the applicable provisions of Chapter 31, Article 12, Colorado Revised Statutes:

Description of property proposed for annexation: See, attached: EXHIBIT A

Section 2. Public Hearing

The Council hereby sets and gives notice of a public hearing for 6 P.M. on January 9, 2018 at the Timnath Administration Building, 4800 Goodman Street, in Timnath, Colorado, to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility under Part 1 of Chapter 31, Article 12 of said statutes.
INTRODUCED, MOVED, AND ADOPTED THIS 24TH DAY OF OCTOBER, 2017, THE VOTE UPON ROLL CALL BEING AS FOLLOWS:

For: ____________
Against: ____________
Abstain: ____________

FOR THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO

________________________  By: _______________________
Milissa Peters, Town Clerk     Jill Grossman-Belisle, Mayor

NOTICE IS HEREBY GIVEN that a Petition for Annexation of property hereinafter described has been presented to the Town Council of the Town of Timnath, Colorado and found to be in apparent compliance with the applicable provisions of law. The Town Council has adopted a Resolution setting a public hearing to be held at 6 P.M. on January 9, 2018, at the Timnath Administration Building, 4800 Goodman Street, Timnath, Colorado, to determine if the proposed annexation complies with the applicable requirements of the law.

Any person may appear at the hearing and present evidence upon any matter to be considered by the Council.

Published in the Fort Collins Coloradoan:
Published Weekly:
First Publication: October 27, 2017
Second Publication: November 3, 2017
Third Publication: November 10, 2017
Fourth Publication: November 17, 2017
EXHIBIT A

Legal Description of Property Proposed for Annexation

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE NORTH LINE OF SAID SECTION 2, BEING MONUMENTED ON THE WEST BY A NUMBER 8 REBAR WITH A 3-1/4" ALUMINUM CAP, STAMPED "2006 - PLS 10734" AND ON THE EAST BY A NUMBER 8 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 25619" AND IS ASSUMED TO BEAR NORTH 89° 56' 33" EAST.

COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 2, THENCE NORTH 89° 56' 33" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 1411.56 FEET, THENCE SOUTH 00° 01' 27" EAST A DISTANCE OF 1148.64 FEET TO A POINT ON THE SOUTHWESTERNLY RIGHT OF WAY OF GREAT WESTERN RAILROAD AND BEING THE POINT OF BEGINNING;

THENCE SOUTH 50° 46' 22" EAST ALONG SAID SOUTHWESTERNLY RIGHT OF WAY, A DISTANCE OF 1682.01 FEET TO THE TO THE WEST RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 3 AS RECORDED IN BOOK 212 AT PAGE 403;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:
   1. THENCE SOUTH 01° 34' 47" EAST, A DISTANCE OF 290.76 FEET;
   2. THENCE SOUTH 01° 28' 56" EAST, A DISTANCE OF 1453.97 FEET TO THE SOUTHEAST CORNER OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL;

THENCE SOUTH 88° 14' 44" WEST ALONG THE SOUTH LINE OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL A DISTANCE OF 1253.51 FEET TO THE TO THE SOUTHWEST CORNER OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL;

THENCE ALONG THE WEST LINE OF SAID FELDMAN FAMILY REVOCABLE TRUST PARCEL THE FOLLOWING TWO (2) COURSES:
   1. THENCE NORTH 02° 06' 32" WEST, A DISTANCE OF 1469.43 FEET;
   2. THENCE NORTH 02° 03' 36" WEST A DISTANCE OF 1385.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,909.47 SQUARE FEET OR 66.79 ACRES MORE OR LESS.
THE UNDERSIGNED, being "landowners" as defined in C.R.S. § 31-12-103(6), hereby Petition the Town of Timnath, Colorado (the "Town") for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."

2. It is desirable and necessary that the Property be annexed to the Town.

3. The following requirements of C.R.S. § 31-12-104 exist or have been met:
   a. Not less than 1/6th of the perimeter of the Property is contiguous with the Town.
   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the Town.

4. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
   d. The entire width of all streets and alleys to be included within the area annexed are included;
   e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district; and
   f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an
easement, or owners of a franchise adjoining a platted street or alley, inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

5. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the municipal boundary in the past 12 months.

6. The Petitioners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.

7. The Petitioners request that the Town Council approve the annexation of the Property.

8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-107(1)(d) and attached as Exhibit B.

9. The Petitioners reserve the right to withdraw this Petition in the event the Property is not zoned in accordance with the Annexation Agreement, if any.

10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

PETITIONERS:

the FELDMAN FAMILY REVOCABLE TRUST

By: [Signature]
Name: David Feldman
Title: Trustee

By: [Signature]
Name: Teri Feldman
Title: Trustee

Mailing Address: 5277 South County Road 3
Fort Collins, CO 80528

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
STATE OF COLORADO   
COUNTY OF LARIMER    

Subscribed and sworn to before me this 60 day of October, 2017, by Daniel Feldman, as Trustee of the FELDMAN FAMILY REVOCABLE TRUST.

WITNESS my hand and official seal.

My Commission expires: 8-9-20

BELINDA HARRINGTON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124053050  
MY COMMISSION EXPIRES AUGUST 9, 2020

STATE OF COLORADO   
COUNTY OF LARIMER    

Subscribed and sworn to before me this 60 day of October, 2017, by Jane Feldman, as Trustee of the FELDMAN FAMILY REVOCABLE TRUST.

WITNESS my hand and official seal.

My Commission expires: 8-9-20

BELINDA HARRINGTON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124053050  
MY COMMISSION EXPIRES AUGUST 9, 2020

Feldman Family Revocable Trust
AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION
[Required for all petitions, including those signed by a single owner]

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

PATRICK McMEEKIN, being first duly sworn states as follows:

a. I have circulated the foregoing Petition for Annexation to the Town of Timnath set forth herein.

b. I know the persons whose names are subscribed to the foregoing Petition on behalf of the Petitioners.

c. The signatures on the foregoing Petition were affixed in my presence and each signature is a true, genuine and correct signature of the person it purports to be.

d. To the best of my knowledge and belief, the persons whose names are affixed to the foregoing Petition are authorized to sign such document on behalf of Petitioners.

CIRCULATOR

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

Subscribed and sworn to before me this 16 day of October 2017, by

WITNESS my hand and official seal.
My Commission expires: 8-9-20

Notary Public

BELINDA HARRINGTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124053030
MY COMMISSION EXPIRES AUGUST 8, 2020
ANNEXATION AGREEMENT
FOR THE FELDMAN PROPERTY

THIS ANNEXATION AGREEMENT (“Agreement”), is made and entered into to be effective the 24th day of October, 2017, by and between Town of Timnath, a Colorado municipal corporation ("Town") and FELDMAN FAMILY REVOCABLE TRUST, ("Property Owner" and collectively, the “Parties”) and is made concerning the real property described on Exhibit A, attached hereto and incorporated herein by reference (“the Property”), and generally known as the “FELDMAN PROPERTY”.

WITNESSETH:

WHEREAS, the Property consists of approximately 66.79 acres, more or less, located south side of Harmony road between Signal Tree Way on the west and Great Western Railroad on the east, Larimer County, State of Colorado; and

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

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

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

AGREEMENT

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

2. Annexation of Property. The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including, as shown on the annexation map attached hereto as Exhibit B. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the “Act”), the Code and all applicable laws, and is subject to this Agreement and the SIA executed in connection herewith. Property Owner agrees that it will not withdraw the annexation petition.

3. Application of Town Laws - Town Services. Except as expressly provided
herein, all Town ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Property, upon annexation. Upon annexation, the Town shall provide all customary municipal services to the Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout the Town.

4. **Zoning and Development of the Property.** The Property will be zoned R3 – Mixed Residential zoning with a PD – Planned Development District overlay zoning. Property Owner will develop the Property in accordance with a site specific development plan to be subsequently approved by the Town. The Property Owner shall take all action necessary to timely apply for and diligently pursue appropriate zoning by Town of the Property. The Property, or any portion thereof, may be rezoned or the site specific development plan amended with the consent of Town and Property Owner, but without amending or modifying this Agreement.

5. **Water Utilities.** Property Owner shall obtain water service from the Fort Collins – Loveland Water District.

6. **Sanitary Sewer Utilities.** Property Owner shall obtain sewer service from South Fort Collins Sanitation District.

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

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

9. **Fire Protection Services.** The Property Owner acknowledges and represents that Property Owner has submitted a Petition for Exclusion from the fire protection district currently serving the Property, as necessary, and that Property Owner has submitted a Petition for Inclusion into the Poudre Valley Fire Protection District.

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

11. **Covenants Run With the Land.** This Agreement and the annexation map shall be recorded in the real estate records of Larimer County. The provisions of this Agreement shall constitute covenants or servitudes that shall touch, attach to and run with title to the Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest of the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.
12. **Cure of Legal Defects.** In the event that the annexation or zoning of the Property or any portion of this Agreement, is declared void or unenforceable by final court action, meaning that no appeal can be made or the time to appeal has expired, Parties shall cooperate to cure any legal defects cited by the court, and immediately upon such cure, Town shall reinstitute and complete proceedings to annex and zone the Property according to the terms of this Agreement and to otherwise carry out the terms and provisions hereof. The Property Owner shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

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

   a. The refusal to issue any building permit;

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

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

   d. Disconnection of the Property from Town;

   e. Specific performance of this Agreement;

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

   g. Any other remedy available at law or equity.

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

14. **Breach by Town: Property Owner’s Remedies.** Property Owner shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a material breach of this Agreement by Town, including the right to seek statutory disconnection for a material breach which substantially impairs Property Owner’s ability to develop the Property.
15. **Attorney’s Fees.** In the event of any litigation to enforce or construe the terms of this Agreement, the substantially prevailing party shall be entitled to payment of its costs of litigation, including attorney fees, by the other party.

16. **Acknowledgement.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with Town Code and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of Town or its inhabitants; nor shall this Agreement prohibit the enactment by Town of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

17. **Notice.** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, or facsimile if sent during normal business hours, or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

**Notice to Town:**

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

with copy to:  
Robert G. Rogers, Esq.  
White, Bear & Ankele Professional Corporation  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Telephone: (303) 858-1800  
Facsimile: (303) 858-1802

**Notice to Property Owner:**  
Feldman Family Revocable Trust  
5277 South County Road 3  
Fort Collins, CO 80528

with a copy to:  
Theodore W. Gould, Esq.  
3030 South College Avenue, #203  
Fort Collins, CO 80547  
Telephone: (970) 674-1109
18. **Assignment.** Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Property Owner (an “Affiliate”) of Property Owner, without the consent of the Town. The terms “controlling,” “controlled by,” or “under common control with,” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise. Property Owner shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written notice to Town. Upon such notice and written assumption of the obligations of Property Owner by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Property Owner arising after the date such duties and obligations are assumed by the Assignee.

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

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

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

22. **Effective Date-Termination.** This Agreement shall be effective and binding upon both Parties but shall not affect the effective date of the ordinance annexing the Property to Town. This Agreement shall be terminated and considered null and void on the date of disconnection if the Property is subsequently disconnected from Town.

23. **Further Assurances.** The parties shall execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.
24. **No Duress.** Parties agree that this Agreement is freely and voluntarily executed by them after extensive negotiations between them and an opportunity for each party to obtain legal advice.

25. **Execution and Counterparts.** This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

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

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

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

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

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

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

TOWN: TOWN OF TIMNATH, COLORADO,  
A Municipal Corporation

ATTEST: Jill Grossman-Belisle, Mayor

______________________________  
Milissa Peters, Town Clerk
PROPERTY OWNER: FELDMAN FAMILY REVOCABLE TRUST

By: __________________________
Name: _______________________
Title: _________________________

STATE OF COLORADO )
) ss.
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this ___ day of [MONTH], 2017, by ______________, as Trustee of the FELDMAN FAMILY REVOCABLE TRUST.

WITNESS my hand and official seal.

__________________________________
Notary Public

My Commission expires: __________
EXHIBIT A
(Property Description)

FELDMAN FAMILY REVOCABLE TRUST
A tract of land situate in the east ½ of the east ½ 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 East line of said Section 2 which bears North 00°00'00" E. and all bearings contained relative thereto;
Beginning at a point on the East line of said section 2 which bears N 00°00'00" E., 1194.42 feet from the Southeast corner of said section 2; thence S 89°46'31" W., 1282.64 feet more or less to the West line of the East ½ of the East ½ of said Section 2; thence along the West line of the East ½ of the East ½ of said section 2 N00°35'40" W., 1183.00 feet; thence N 89°46'31” E., 1294.92 feet more or less to the East line of said Section 2; thence along said East line S 00°00'00” W., 1182.99 feet more or less to the point of beginning.

AND
A tract of land situate in the East ½ of the East ½ 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 East line of said Section 2 as bearing North 00°00’00” E. and all bearings contained herein relative thereto;
Beginning at a point on the East line of said Section 2 as bearing N 00°00’00” E. 2377.41 feet from the Southeast corner of said Section 2; thence South 89°46’31” W., 1294.92 feet more or less to the West line of the East ½ of the East ½ of said Section 2; thence along said West line N 00°35’40” W., 1740.03 feet more or less to the centerline of the existing Colorado and Southern Railroad right-of-way; thence along said centerline S 49°14’36”E, 1733.31 feet more or less to the East line of said Section 2; thence along said East line S 00°00’00” W., 603.26 feet more or less to the beginning.
# EXECUTIVE SUMMARY
The Council approved an agreement with the Colorado Department of Transportation (CDOT) that provides for the Town’s commitment of $500,000 over three years for the improvements to the north I-25 corridor as part of the regional partnership for this project. The original agreement did not include the agreed upon funding table showing the payments. This amendment attaches the funding table and no other changes to the agreement are made.

# STAFF RECOMMENDATION
Staff recommends approval of the attached resolution and agreement.

# KEY POINTS/SUPPORTING INFORMATION:
- Although the Council has previously passed a resolution of support and funding for this project, CDOT is requiring a formal agreement with the Town.
- CDOT did not include the funding table that was agreed upon.
- The attached funding table was previously submitted to CDOT and shows our annual commitment of approximately $166,000 over a three-year period.

# ADVANTAGES:
This Amendment adds the agreed upon funding table.

# DISADVANTAGES:
None.

# FINANCIAL IMPACT:
The total financial impact is $500,000 over three years and has been properly budgeted.

# RECOMMENDED MOTION:
I move approval of Resolution No. 62, Series 2017 entitled “A Resolution Approving An Amendment To An Intergovernmental Agreement (Contract) Between The Town Of Timnath And The Colorado Department Of Transportation Regarding I-25 Improvements.”

# ATTACHMENTS:
1. Resolution 2. Amended Agreement.
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 62, SERIES 2017

A RESOLUTION APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT (CONTRACT) BETWEEN THE TOWN OF TIMNATH AND THE COLORADO DEPARTMENT OF TRANSPORTATION REGARDING I-25 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, The Town Council approved a contract with the Colorado Department of Transportation (CDOT) for the improvements of I-25 on January 10, 2017; and

WHEREAS, the by previously approved agreement Town committed to participate in the improvements to the north I-25 corridor in an amount not to exceed $500,000 over three years; and

WHEREAS, the improvements to the north I-25 corridor are important to the community and the region at large; and

WHEREAS, the purpose of this Amendment is to add the previously agreed upon funding table which was omitted from the original 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 FOLLOW:

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.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk
# STATE OF COLORADO AMENDMENT

**Amendment #: 1**  
**Project #: 21506**  
**SIGNATURE AND COVER PAGE**

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Amendment Routing Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportation</td>
<td>17-HA4-XC-00051-M0001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Agency</th>
<th>Original Agreement Routing Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN OF TIMNATH</td>
<td>17HA4XC00051</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agreement Maximum Amount</th>
<th>Agreement Performance Beginning Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial term</td>
<td>The later of the effective date or January 27, 2017</td>
</tr>
<tr>
<td>State Fiscal Year N/A</td>
<td>$0.00</td>
</tr>
<tr>
<td>Extension terms</td>
<td></td>
</tr>
<tr>
<td>State Fiscal Year N/A</td>
<td>$0.00</td>
</tr>
<tr>
<td>State Fiscal Year N/A</td>
<td>$0.00</td>
</tr>
<tr>
<td>State Fiscal Year N/A</td>
<td>$0.00</td>
</tr>
<tr>
<td>State Fiscal Year N/A</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total for all state fiscal years</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.</td>
</tr>
</tbody>
</table>

**STATE OF COLORADO**  
**John W. Hickenlooper, Governor**  
Department of Transportation  
Shailen P. Bhatt, Executive Director

Joshua Laipply, P.E., Chief Engineer  
Date: _________________________

**LOCAL AGENCY**  
**TOWN OF TIMNATH**  
**LOCAL AGENCY**  
**(2nd Signature if Necessary)**

Signature  
By: (Print Name and Title)  
Date: _________________________  
Signature  
By: (Print Name and Title)  
Date: _________________________

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: _________________________  
Department of Transportation  
Effective Date: _________________________
1) **PARTIES**
   This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

2) **TERMINOLOGY**
   Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) **EFFECTIVE DATE AND ENFORCEABILITY**
   A. Amendment Effective Date
   This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.
   B. Amendment Term
   The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) **PURPOSE**
   The original OLA is missing the Funding Table from the Exhibit A (Scope of Work). Region 4 confirmed the request to replace the Exhibit A (Scope of Work) with Exhibit A-1 (Scope of Work).

5) **MODIFICATIONS**
   Remove Exhibit A (Scope of Work), and replace in its entirety with Exhibit A-1 (Scope of Work). All references to Exhibit A are updated and replaced with Exhibit A-1.

6) **LIMITS OF EFFECT**
   This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
Exhibit A-1

North Interstate 25 Phase 1 Project

Scope of Work

The Colorado Department of Transportation ("CDOT") will complete the North Interstate 25 Phase 1 Project (Hereinafter referred to as "this work"). The project is located on I-25 approximately from just north of State Highway 402 to just south of State Highway 14, covering 14 miles in length between Johnstown/Loveland and Fort Collins, Colorado.

I-25 is the primary north-south route through Colorado, and is the only continuous north-south interstate route in the state, providing access to, through, and from northern Colorado. This segment of I-25 currently has two general purpose lanes in each direction. The project adds a third travel lane in both directions to be operated as a tolled express lane which will accommodate high occupancy vehicles and charge tolls.

Elements of Project Scope:

- Increase capacity by adding an express lane in both directions
- Provide a painted buffer to separate the express lane from general purpose travel
- Construct wider shoulders
- Replace or rehabilitate aging bridges, and widen additional structures
- Improve multi-modal access to regional transit to promote mode shift
- Improve bus service performance and reduce each total trip time by adding new bus slip ramps to access a new Park-n-Ride
- Create new pedestrian and bicycle access under I-25 at Kendall Parkway
- Connect the Cache la Poudre River Regional Trail under I-25, also to serve as a wildlife corridor

By way of a Design Build (DB) contract and using a best value evaluation method, CDOT will select a contractor that will Design and Build this project, including innovations to save time and resources. This approach leaves exact elements intentionally undefined.

Local Agencies have contributed funds for improvements to I-25 included in this work.
North Interstate-25 Phase 1 Project

Funding Table / Payment Schedule for Town of Timnath

<table>
<thead>
<tr>
<th>Name of Local Agency / Funding Partner</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>Total Contribution Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Date of Payment</td>
<td>Amount</td>
<td>Date of Payment</td>
<td>Amount</td>
<td>Date of Payment</td>
</tr>
<tr>
<td>Town of Timnath</td>
<td>$166,666.00</td>
<td>March 1, 2017</td>
<td>$166,666.00</td>
<td>March 1, 2018</td>
<td>$166,668.00</td>
<td>March 1, 2019</td>
</tr>
</tbody>
</table>
**EXECUTIVE SUMMARY:** Participate with the South Fort Collins Sanitation District on a sanitary sewer flow study to support increased development densities that are in line with the new comp plan.

**STAFF RECOMMENDATION:** Approval

**KEY POINTS/SUPPORTING INFORMATION:**
- Original Sanitary Sewer Master Plan was in 2005. This was used for the sizing and construction of the sanitary sewer system serving the Timnath Area.
- Since the original study, the Town has updated their Comprehensive Plan for undeveloped areas. This has increased densities from those used from the 2005 Sewer Master Plan.
- SFCSD is concerned the system will not have capacity to serve the increased densities. They have proposed a sewer study to document actual flows to compare with projected flows. The anticipation is they are lower, which will allow for additional development to connect to the system.
- The cost of the study is being split with the SFCSD. The Town’s portion will be $44,000

**ADVANTAGES:** Supports the ability for areas in the Town to develop to levels proposed by the comp plan. District has proposed sharing the cost.

**DISADVANTAGES:** None.

**FINANCIAL IMPACT:** This can be included within the Community Development – Master Planning Studies budget.

**RECOMMENDED MOTION:** I move to approve Resolution No. 63, Series 2017 approving the required agreements and expenditure of funds up to $44,000 for the South Fort Collins Sanitation District Sewer Flow Study.

**ATTACHMENTS:** 1. Resolution, 2. Town Council Purchase Authorization
# Town Council Purchase Authorization

**Date:** October 18, 2017  
**Vendor:** South Fort Collins Sanitation District  
**Department:** Engineering/Planning  
**Project:** Sanitary Sewer System Flow Study  
**Description:** Participate with the South Fort Collins Sanitation District on a flow study of the sewer system in the Timnath area to support development at higher densities than assumed in the 2005 Sewer Master Plan.

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

**Advantages:** Will support the ability for the Town to fulfill densities as proposed in the revised comp plan. By participating with the SFCSD, the costs are shared to do the required study.

**Disadvantages:** None.

<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>SFCSD Flow Study</td>
<td>$250,000</td>
<td>$50,000</td>
<td>$0</td>
<td>$44,000</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

**Financial Impact:** Included in the Community Development - Master Plan Studies budget. This line item was estimated to have a year end estimate of $200,000. However, that was before this new study was know. We will now be using most of the approved budget.

**Recommendation/Justification:** Recommend approval.

---

**Requesting Department Signature:** [Signature]  
**Date:** 10/18/17  
**Town Manager Signature:** [Signature]  
**Date:** 10/18/17
A RESOLUTION APPROVING PARTICIPATING WITH THE SOUTH FORT COLLINS SANITATION DISTRICT FOR A SEWER FLOW STUDY

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, the Town has updated their comprehensive plan for development; and

WHEREAS, the Town needs to determine sewer capacities to support the updated comprehensive plan; and

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

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

Section 1. Approval
The required agreements and expenditure of funds up to $44,000 is hereby ratified for the South Fort Collins Sanitation District Sewer Flow Study. The required agreements may be finalized the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

__________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________________________
Milissa Peters, CMC
Town Clerk
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