1. CALL TO ORDER AND ROLL CALL
2. AMENDMENTS TO THE AGENDA
3. PUBLIC COMMENT
4. CONSENT AGENDA
   4.a. Approval of the July 24, 2018, Town Council Meeting Minutes
       July 24, 2018 TC Minutes
       Letter from Auditor
   4.b. Check Register
       08.14.2018
5. REPORTS
6. BUSINESS
   6.a. ORDINANCE NO. 14, SERIES 2018, PUBLIC HEARING, An Ordinance
        Amending and Restating Chapter 7, Article 10 of the Timnath Municipal Code
        Pertaining to Smoking and Electronic Smoking Device Use
        Staff recommends approval of the proposed ordinance
        Staff Report - Pdf
        TimnathFact Sheets_8.5x11_Final_62018
        FINAL Council Letter 3-14docx
        Ordinance No. 14, Series 2018 Amending Code re Smoking, 2018-07-27
        (clean)
   6.b. Resolution 56, Series 2018, Rendezvous Subdivision Final Plat Filing 1 -
        Public Hearing
        Finding that a complete application was submitted and reviewed in accordance
        with all applicable Town regulations, the application conforms with the mission
        and goals of the Timnath Comprehensive Plan, and all criteria outlined in
        Section 2.9.10.D of the Timnath Land Use Code have been met, I move to
        recommend approval of the Resolution 56, Series 2018, Rendezvous
        Subdivision Final Plat Filing 1, with the following condition:
        1. Allow staff to work with the owner applicant to address minor, non-
           substantive modifications prior to final signatures.
        Staff Report - Pdf
        Resolution 56
        Final Plat
6.c. RESOLUTION NO. 57, SERIES 2018, A Resolution Approving the First Amendment to Service Plan for Rendezvous Metropolitan District Nos. 1-5, and Authorizing the Execution of the Intergovernmental Agreement Between the Town of Timnath, Colorado and Rendezvous Metropolitan District Nos. 1-5

Staff recommends approval of the proposed resolution

Staff Report - Pdf
Resolution 57
First Amendment to Rendezvous Metropolitan District Nos. 1-5 Service Plan, 2018-07-08
Rendezvous Intergovernmental Agreement with Town, 2018-07-18

7. ADJOURNMENT

DISCLAIMER

ADA Disclaimer: The Town of Timnath will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. If you need reasonable accommodation please notify us 24 hours in advance of the service, program or activity. Please call 970-224-3211 (TTY: Dial 711 or 800-659-3656 for Relay Colorado assistance).
1. CALL TO ORDER AND ROLL CALL:
Mayor Grossman-Belisle called to order the meeting of the Town Council on Tuesday, July 24, 2018, at 6:01 p.m.

Present:
- Mayor Jill Grossman-Belisle
- Mayor Pro Tem Aaron Pearson
- Councilmember Bill Neal
- Councilmember Lisa Laake
- Councilmember Rick Collins

Also Present:
- April Getchius, Town Manager
- Robert Rogers, Contracted Town Attorney
- Milissa Peters-Garcia, Town Clerk
- Christine Harwell, Contracted Finance Director
- Sherri Wagner, Police Chief
- Don Taranto, Contracted Town Engineer
- Brian Williamson, Contracted Town Planner
- Kevin Koelbel, Contracted Town Planner
- Phil Goldstein, Timnath Resident
- Randall Black, Timnath Resident

2. AMENDMENTS TO THE AGENDA:
   a. The Mayor added Mayor Report and Councilmember Reports to the agenda.

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

4. CONSENT AGENDA:
   a. Approval of the July 10, 2018, Town Council Meeting Minutes
   b. Approval of the Check Register
   c. RESOLUTION NO. 52, SERIES 2018, A Resolution Vacating that Certain Easement Created in the Final Plat of Riverbend 1st Filing

Councilmember Laake moved to approve the consent agenda as amended. Councilmember Neal seconded the motion. The motion passed unanimously by voice vote.
d. **REMOVED FOR DISCUSSION - ORDINANCE NO. 14, SERIES 2018, SETTING A PUBLIC HEARING ON FIRST READING**, An Ordinance Amending and Restating Chapter 7, Article 10 of the Timnath Municipal Code Pertaining to Smoking and Electronic Smoking Device Use and Setting a Public Hearing on August 14, 2018, at 6:00 p.m.

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

**Council Comments:**
- Councilmember Laake recused herself from discussion and action regarding this matter because she is responsible for non-smoking programs and assistance as her position with Larimer County tobacco prevention office.
- Councilmembers asked about supporting data regarding the negative effects of electronic cigarettes and staff agreed to provide the data at the next Council meeting.

Councilmember Neal moved to approve **ORDINANCE NO. 14, SERIES 2018, SETTING A PUBLIC HEARING ON FIRST READING**, An Ordinance Amending and Restating Chapter 7, Article 10 of the Timnath Municipal Code Pertaining to Smoking and Electronic Smoking Device Use and Setting a Public Hearing on August 14, 2018, at 6:00 p.m. **Councilmember Collins** seconded the motion.

The motion passed 4-1.

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<tr>
<td>Jill Grossman-Belisle</td>
<td>Aye</td>
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<td>Aaron Pearson</td>
<td>Aye</td>
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<tr>
<td>Bill Neal</td>
<td>Aye</td>
</tr>
<tr>
<td>Lisa Laake</td>
<td>Abstained due to conflict.</td>
</tr>
<tr>
<td>Rick Collins</td>
<td>Aye</td>
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</tbody>
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5. **REPORTS:**
   a. Mayor/Council
      i. The Mayor noted that Town BBQ will be held August 10. The last Concert in the Park will be held September 6 and Taste in Timnath will be held October 6.
      ii. Council reports – there were none.
   b. Legal
      i. Update on TDA lawsuit with Eric Sutherland. Mr. Rogers noted that the court had dismissed all 19 claims for relief sought by Mr. Sutherland in his complaint against the Town of Timnath, the TDA, and several other entities.
   c. Staff - Were included in the packet.

6. **BUSINESS:**
Mayor Grossman-Belisle opened the public hearing at 6:05 p.m.

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

Public Comments:
- NONE

Mayor Grossman-Belisle closed the public hearing at 6:05 p.m.

**Councilmember Neal moved to approve ORDINANCE NO. 13, SERIES 2018, An Ordinance Adding Chapter 4, Article 8 - Development Review Related Fees to the Town of Timnath Municipal Code. Councilmember Laake seconded the motion. The motion passed unanimously by voice vote.**

b. **RESOLUTION NO. 53, SERIES**, A Resolution Accepting the 2017 Audit Performed by Fiscal Focus Partners, LLC

Staff and Council Comments:
- Ms. Harwell spoke to Council about the proposed resolution. She presented a letter from Mr. Barnes, auditor, attached hereto.

- Ms. Harwell stated that the auditor noted a clean audit and that all matters were in order. She also noted that the auditor had no modifications.

- Councilmember Neal asked if the audit took in consideration for the increased debt that the Town took on and Ms. Harwell stated that it was noted as a subsequent event in the notes section to the audit.

- Ms. Harwell addressed a letter received from Mr. Barkley, who was unable to attend the meeting. Ms. Harwell’s comments are inserted in the text of Mr. Barkley’s letter below in response to his comments:

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<tr>
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<th>Mayor &amp; Town Council</th>
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<tbody>
<tr>
<td>Name</td>
<td>JOHN BARKLEY</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:BARKLEYDAD@GMAIL.COM">BARKLEYDAD@GMAIL.COM</a></td>
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<tr>
<td>Address</td>
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<td></td>
<td>Colorado</td>
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<td>United States</td>
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Re: Draft audit report, December 31, 2017

Dear Timnath Clerk, Town Manager, Mayor and Town Council:

I have read the draft audit report that will be voted on for acceptance by the Town Council on July 24, 2018, Business Item 6.2. Due to a scheduling conflict, I will not be able to attend the meeting, and I would like to make my comments in written form. I will be available on and after July 26 to answer any questions regarding these comments and concerns shown below.

Violation of the Timnath Municipal Code:
I believe that the town is in violation of Timnath Municipal Code Article X, Section 10.8 and the 2015 Home Rule Charter Section 10.8, requiring that the annual financial statements be published and available for public inspection within 180 days of the fiscal year end. I calculate the 180 day deadline as falling on Friday, June 29, 2018. The draft financial reports appeared on the town website after July 29, 2018, and the financial statements were not available in paper form to the public before that date.

Ms. Harwell’s Response: While the audit report draft was completed and available in early June and a copy was certainly intended to be distributed to Council by no later than June 30th, due to a staff oversight, this had not occurred. It should be noted that there is no legal requirement to post the audit report on the Town’s website nor is there a requirement to provide copy in paper form, however, we may choose to post it on the website and certainly a copy is available at the town for public inspection per the requirements of the Town Charter.

Concerns with the audited financial statements:
1. Note 2 to the Financial Statements (page 9), Budgets, discloses that the Town amended its annual “Grants Fund” budget for the year ended December 31, 2017, but fails to mention that the 2018 capital budget that was adopted in December, 2017 did not include any funding for the new Town Center Building. The 2018 capital budget was later amended in mid 2018 to include the Town Center Building after it was approved by the Town Council. I believe that the note should include an explanation of why this item, which I believe to be material in nature, was not included in the budget when in fact, the town was expending internal resources incurring engineering and design costs during 2017 for this unbudgeted project.

Ms. Harwell’s Response: Disagree - It is not a requirement of the 2017 audit report to include a note disclosure of 2018 spending as first, the audit report note disclosure addresses 2017 financial activity and not 2018 activity, and second, any row expenditure line item spending in the subsequent year’s budget that was not included in the adopted budget is not a violation of budget law. State budget law requires that governments amend their adopted budgets on an individual fund level and not on an individual row expenditure line item. Additionally, it should be noted that while the Town expended approximately $308,000 in design costs during 2017, the 2017 budget did include approximately $2.8m for such project as the Town intended to commence construction in 2017, so there were funds appropriated for such expenditures in advance of when those expenditures occurred.

2. Note 7 to the Financial Statements (pages 17-19), Long Term Debt Obligations does not disclose, what in my opinion, is a related party transaction. At the June 12, 2018, Town Council Meeting, the Mayor and Town Council disclosed that the Mayor was employed by Compass Bank (or one of its affiliates), the lender of the $50,000,000 note payable, and the financier of the newly issued $9,120,000 COPS obligation noted in Note 17, Subsequent Events (page 31). In my opinion, this is a group of related party transactions that should be disclosed in the Financial Statements.
Ms. Harwell's Response: Disagree – The Mayor is not currently nor ever has she been an employee of Compass Bank. During the June 12, 2018 Council meeting, the matter of whether the Mayor had a conflict of interest in relationship to Compass was discussed at length by the Council, and, per the requirements of the Charter, a formal vote was taken during the public meeting regarding the matter wherein by a 3-1 vote (with Mayor abstaining), it was determined that the Mayor does not have, nor ever has had, a conflict of interest with Compass Bank. Furthermore, the Town attorney reviewed the matter, and provided his professional legal opinion, that no conflict existed under that standard set forth in the Charter.

3. Note 13 to the Financial Statements (pages 28-30), Agreements, and Note 14 (page 30), Contingencies, does not disclose or mention the seller “claw-back” option on the New Town Center land. One of the reasons noted in the 2018 council meeting was the fact that if the town did not proceed with construction of the new town center building on the town’s owned land, the seller could take back the land and reimburse the town for its original cost. Since the land has appreciated in value, the claw-back would result in a material economic loss to the town. In my opinion, the loss would be material, and the town was under duress to proceed with the town center building now. In my opinion, full disclosure of this agreement, and any other similar agreements, should be disclosed either as an agreement or a contingency.

Ms. Harwell's Response: Disagree – the “claw-back” provision was a provision of the agreement between the Town and the seller that was fully disclosed when such agreement was entered into back in 2012. Disclosure of this provision and the fact that a third extension was not successfully entered into by the 2018 deadline has no bearing on the 2017 audited financial statements nor the 2017 audit note disclosures. It should be noted that there are a number of agreements or obligations with financial impacts on the Town that are approved in public sessions and are part of the Town’s everyday business. Auditing standards do not require, nor would it be useful to the general public, to summarize the financial provisions of every single agreement that the Town is a party to.

I am available, in person, by phone, or e-mail on or after July 26 to discuss these concerns.

I am asking the Town Council to address these items before voting to accept the 2017 Audit.

Sincerely,

John S. Barkley

- During the discussion of the letter above, Ms. Harwell noted that the Council is authorized to change line item expenditures as long as the amount of total expenditures stays within the total budget appropriation for the applicable fund.

- In response to a question from Mayor Grossman-Belisle, Ms. Harwell confirmed that typically if a budget is amended it is done so toward the end of the fiscal year on a fund basis as permitted by Colorado budget law, and not in a series of amendments on a line item by line item basis throughout the year.

- Councilmember Collins asked if funds for the police station were being spent and Ms. Getchius stated they were not, and that police station components will be included in the 2019 budget.

- Councilmember Neal spoke about the 2012 agreement regarding the Town Center and the ongoing extensions over the past 6 years as the project and development progressed. He noted his opinion that the people could be misled by Mr. Barkley’s
statements if they had not been following the various amendments to the option contract that had been approved in a series of open meetings of the Town over this period.

- Councilmember Collins spoke about the growth impacting the knowledge of new residents moving into the Town, and Councilmember Neal stated that questions from new residents are welcomed by the council.

**Councilmember Neal moved to approve RESOLUTION NO. 53, SERIES, A Resolution Accepting the 2017 Audit Performed by Fiscal Focus Partners, LLC. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.**

c. **RESOLUTION NO. 54, SERIES 2018, A Resolution Approving an Intergovernmental Agreement Between the Town of Timnath and the City of Fort Collins Pertaining to the Reconstruction of the Interchange at Interstate Highway 25 and Prospect Road**

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

Council Comments:
- Councilmember Collins commended staff on coming together with so many moving pieces.
- Councilmember Neal asked if Severance and Windsor would be contributing and Ms. Getchius stated that they were not contributing to the prospect interchange, but were contributing financial resources to other areas in the larger I-25 improvement project.

**Councilmember Collins moved to approve RESOLUTION NO. 54, SERIES 2018, A Resolution Approving an Intergovernmental Agreement Between the Town of Timnath and the City of Fort Collins Pertaining to the Reconstruction of the Interchange at Interstate Highway 25 and Prospect Road. Councilmember Laake seconded the motion. The motion passed unanimously by voice vote.**

d. **RESOLUTION NO. 55, SERIES, A Resolution Approving the Agreement with Connell Resources for the Timnath Trail Drive Construction**

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

**Councilmember Neal moved to approve RESOLUTION NO. 55, SERIES, A Resolution Approving the Agreement with Connell Resources for the Timnath Trail Drive Construction. Councilmember Laake seconded the motion. The motion passed unanimously by voice vote.**

7. **ADJOURNMENT:**

Mayor Grossman-Belisle adjourned the meeting 6:54 p.m.
Town Council approved the July 24, 2018, Town Council Meeting Minutes on August 14, 2018.

TOWN OF TIMNATH

______________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________________
Milissa Peters-Garcia, CMC
Town Clerk
July 27, 2018
Town Council and Manager
Town of Timnath, Colorado

We have audited the financial statements of the governmental activities and each major fund of the Town of Timnath
(the Town) for the year ended December 31, 2017. Professional standards require that we provide you with
information about our responsibilities under generally accepted auditing standards, as well as certain information
related to the planned scope and timing of our audit. We have communicated such information in our letter to you
dated November 3, 2017. Professional standards also require that we communicate to you the following information
related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting
policies used by the Town are described in Note 2 to the financial statements. No new accounting policies were
adopted and the application of existing policies was not changed during 2017. We noted no transactions entered
into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant
transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on
management’s knowledge and experience about past and current events and assumptions about future events.
Certain accounting estimates are particularly sensitive because of their significance to the financial statements and
because of the possibility that future events affecting them may differ significantly from those expected. The most
sensitive estimates affecting the Town’s financial statements were:

1) Management’s estimate of the net pension liability and related expenses and deferred amounts is based on
actuarial information provided by PERA. We evaluated the key factors and assumptions used to develop the
recorded pension-related amounts in determining that they are reasonable in relation to the financial statements
taken as a whole.

2) Depreciation expense, which is based on management’s estimate of the remaining useful lives of capital assets.
Again, we evaluated the key factors and assumptions used to develop the recorded depreciation and accumulated
depreciation amounts in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement
users. The most sensitive disclosures affecting the financial statements were:

1) The disclosure of Long-term obligations in Note 7 to the financial statements, which notify readers of the
statements that the Town has multiple-year obligations that will require Town and taxpayer resources to fulfill.

2) The Town’s agreements, as disclosed in Note 13 to the financial statements disclose to readers the nature of
the Town’s commitments with other entities, and how those agreements may commit, or provide, future town
resources.

The financial statement disclosures are neutral, consistent, and clear.
Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We did not propose any adjustments to correct known or likely material misstatements in the Town’s financial statements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July 27, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Town’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with another accountant, other than CliftonLarsonAllen, the Town’s contract accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management’s Discussion and Analysis (MDA), which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the MDA and do not express an opinion or provide any assurance on it. RSI schedules related to pension liabilities were subject to audit procedures applied to the basic financial statements, and other procedures including comparing and reconciling the required supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were engaged to report on other supplementary information and reports, as listed in the table of contents to the financial statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Town Council and Town Manager of the Town of Timnath and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Fiscal Focus Partners, LLC
### Town of Timnath Payment Approval Report - Check Register

**Report dates:** 6/1/2018-8/31/2018  
**Aug 10, 2018  11:16AM**

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## Town of Timnath Payment Approval Report - Check Register

**Report dates:** 6/1/2018-8/31/2018  
**Aug 10, 2018 11:16AM**

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### Town of Timnath
#### Payment Approval Report - Check Register

**Report dates:** 6/1/2018-8/31/2018  
**Aug 10, 2018 11:16AM**

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#### University of Colorado Health

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Dated: ________________________________

Mayor: ________________________________

City Council: _________________________

City Recorder: ________________________


DESCRIPTION
ORDINANCE NO. 14, SERIES 2018, PUBLIC HEARING, An Ordinance Amending and Restating Chapter 7, Article 10 of the Timnath Municipal Code Pertaining to Smoking and Electronic Smoking Device Use

RECOMMENDATION
Staff recommends approval of the proposed ordinance

SUMMARY
The attached Ordinance, updates the old language around smoking in public places, creates a smoke free area at both public events put on by the Town and on Town-owned property, and creates a new article for the restrictions on sale of tobacco. In order to allow for a smoking ordinance that is in alignment with the Colorado Clean Indoor Air Act (CIAA), many of the definitions have been updated to reflect the current language within the Colorado CIAA. Most notably, the following definitions have been expanded:
- The definition of Tobacco has been expanded to include any product containing, made, or derived from tobacco or synthetic tobacco and includes cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and any Electronic Smoking Device.
- The definition of smoking has been expanded to include the act of burning, heating, activation or carrying of any device, including, but not limited to a cigarette, cigar, pipe,
hookah, or electronic smoking device, electronic cigarette, vape pen, e-hookah or similar device.
The following definitions have also been added:
- The definition of playing field has been added.
- The definition of public event has been added.

**KEY POINTS**
- There is no safe level of exposure to secondhand smoke.
- Smoke-free policies are proven to reduce secondhand smoke exposure.
- The Environmental Protection Agency (EPA) classifies secondhand smoke as a Group A carcinogen.
- The vapor or fumes from e-cigarettes is not harmless water vapor and not as safe as clean air.
- Laws restricting Electronic Smoking Devices have benefits to the public.
- This amendment to the code updates the language so that it is more in line with the Colorado Clean Indoor Air Act (CCIAA).
- This amendment to the code allows for a smoke-free zone during public events.
- This amendment to the code allows for a smoke-free zone on Town-owned property.
- Ensures that the public is not exposed to secondhand smoke at public events and on Town-owned property.
- Has been amended since first reading to reinsert enforcement provisions that were inadvertently omitted from the draft that was presented to council at first reading.

Reduces public exposure to secondhand smoke and its related negative impacts. Creating a smoke-free zone on Town-owned property at all times simplifies the enforcement of the code.

**FINANCIAL IMPLICATIONS**
NONE

**ATTACHMENTS**
Ordinance
Almost half of all Colorado high school students report having used e-cigarettes. 

Over a quarter of Colorado high school students are currently using e-cigarettes.

Exacerbating the problem is the reality that, under current Colorado law, it is not illegal for people to vape in public – including indoors.

Indoor use of e-cigarettes sends our kids a message that vaping is safe, normal and acceptable.

Marketing from the vaping industry and widespread public use reinforce the misleading notion that vaping is not harmful – despite the fact that vape contains cancer-causing agents, heavy metals, nicotine and ultrafine particulates.

The bottom line? Failure to regulate the public use of new and emerging products, such as e-cigarettes and vape devices, jeopardizes the health of current and future generations. Protect kids from vaping by making our community smoke-free.

Sources:
1 Healthy Kids Colorado Survey, 2015.
SECONDHAND VAPOR EXPOSES COLORADANS TO DANGEROUS CHEMICALS

While our smoke-free laws protect people from the dangers of secondhand cigarette smoke, lawmakers couldn’t have predicted the growing new loophole: vaping.

E-cigarettes and other vaping devices are not included in most indoor smoke-free ordinances.

Unfortunately, the vapor emitted from vaping devices is not harmless “water vapor,” and in fact can contain cancer-causing agents, heavy metals, nicotine and ultrafine particulates.¹

Vaping devices can be used to vape multiple substances – including nicotine and marijuana – which makes enforcement of indoor smoke-free laws even more challenging.

To protect the public from exposure to secondhand vapor, more than 20 Colorado communities have already added e-cigarettes and other vaping devices to their local indoor smoke-free laws.

Thus, the U.S. Surgeon General recommends incorporating vaping into smoke-free policies.

THE BOTTOM LINE? VAPING DEVICES EXPOSE THE PUBLIC TO HARMFUL CHEMICALS AND MAKE THE ENFORCEMENT OF SMOKE-FREE LAWS A CHALLENGE. JOIN FELLOW COLORADANS IN MAKING ALL INDOOR PUBLIC PLACES IN OUR COMMUNITY BOTH SMOKE- AND VAPOR-FREE.

Source:
SECONDHAND SMOKE PUTS COLORADO EMPLOYEES AT RISK

Despite the passage of smoke-free laws, some Coloradans are still exposed to the dangers of secondhand smoke at work. Local policies can protect everyone from secondhand smoke and vapor.

UNDER CURRENT STATE LAW, some employers are still exempt from smoke-free policies – leaving many Colorado workers exposed to secondhand smoke.

Low-income individuals are nearly 4X MORE LIKELY to report being exposed to secondhand smoke at work.

Studies show that employees who work in a hotel that allows smoking have higher levels of nicotine in their bloodstreams.

THE BOTTOM LINE? ALL COLORADANS DESERVE A SMOKE-FREE WORKPLACE AND NO ONE SHOULD HAVE TO CHOOSE A PAYCHECK OVER HIS OR HER HEALTH. LOCAL SMOKE-FREE POLICIES MAKE IT SO THEY DON’T HAVE TO.

Sources:
1. C.R.S.§25-14-201 (Colorado Clean Indoor Air Act)
2. Tobacco Attitudes and Behavior Survey (TABS), Adult Tobacco Use and Exposure Colorado 2012 Results. Amendment 35 Program Evaluation Group (APeG)
March 13, 2018

Timnath Town Council
4800 Goodman Street
Timnath CO, 80547

Dear City Manager and Timnath Councilmembers,

I would like to thank the Timnath Town Council and the leadership within the Town for being one of the first Colorado communities to address outdoor tobacco smoke by creating smoke-free restaurant patios. Your past efforts have helped protect community members and visitors, providing them with clean air while dining. Additionally, we have recently learned that the Town of Timnath is considering adding electronic smoking devices to the city smoking ordinance, as well as considering expanding smoke-free areas to parks, trails, and motels.

The 2015 Healthy Kids Colorado Survey indicates that almost 20% of local youth are using electronic smoking devices. Emerging research summarized in the first Surgeon General’s Report on E-cigarettes and Youth indicates that the aerosol these devices emit is not safe, and that the nicotine within them has negative impacts on youth brain development. As a result, twenty-three Colorado communities have already added electronic smoking devices to their ordinances.

The levels of secondhand smoke exposure in outdoor areas can reach levels attained indoors, depending on the direction and amount of wind, and number and proximity of smokers. Drifting tobacco smoke, even outdoors, can trigger asthmatic attacks and other serious health problems in people who do not smoke. Tobacco policies like smoke-free areas reduce secondhand smoke exposure, encourage people who smoke to consider quitting, and create a norm among youth that tobacco use is both unhealthy and unacceptable in public settings.

Thank you for your time and consideration on this important health topic.

Respectfully,

Andrea Clement-Johnson
Health Promotion & Community Intervention Manager
Larimer County Dept. of Health & Environment
AN ORDINANCE AMENDING AND RESTATING CHAPTER 7, ARTICLE 10 OF THE TIMNATH MUNICIPAL CODE PERTAINING TO REGULATIONS OF SMOKING AND ELECTRONIC SMOKING DEVICE USE

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, there is no risk-free level of contact with second hand smoke; even brief exposure can be harmful to health; and

WHEREAS, Smoke-free policies are proven to reduce secondhand smoke exposure, decrease tobacco use, increase quit attempts and prevent kids from using tobacco products; and

WHEREAS, the Environmental and Protection Agency (EPA) classifies secondhand smoke as a Group A carcinogen and estimates that approximately 3,000 American nonsmokers die each year from lung cancer caused by secondhand smoke; and

WHEREAS, many Coloradans are still exposed to the dangers of secondhand smoke in many settings which can have immediate adverse effects that can lead to serious health problems; and

WHEREAS, laws restricting Electronic Smoking Devices benefit the public because there are at least nine (9) chemicals in secondhand aerosol (vapor) emitted from electronic smoking devices, also known as e-cigarettes, which have been identified as carcinogens and reproductive toxins; and

WHEREAS, E-cigarettes and other Electronic Smoking Devices expose the public to harmful chemicals, make the enforcement of smoke-free laws a challenge; 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:

ARTICLE 1 - The Town Council hereby approves the attached amendment to Article X of Chapter 7 of the Code of the Town of Timnath as per exhibit A.
ARTICLE 2 – SEVERABILITY

If any part or provision of this Ordinance, or its application to any person or circumstance, is
adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision,
or application shall not affect any of the remaining parts, provisions or applications of this
Ordinance that can be given effect without the invalid provision, part or application, and to this
end the provisions and parts of this Ordinance are declared to be severable.

ARTICLE 3 – EFFECTIVE DATE

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

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
OF TIMNATH ON FIRST READING, ON JULY 24, 2018 AND SET FOR PUBLIC
HEARING AND SECOND READING AT 6:00 P.M. ON AUGUST 14, 2018 AT THE
TIMNATH ADMINISTRATION BUILDING, 4800 GOODMAN STREET, TIMNATH
COLORADO AND ORDERED PUBLISHED BY TITLE THIS 24TH DAY OF JULY 2018.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING
FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON AUGUST
14, 2018.

TOWN OF TIMNATH, COLORADO

______________________________
Jill Grossman-Belisle, Mayor

ATTEST:

______________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

CHAPTER 7 – Health, Sanitation and Animals

ARTICLE 10 – Regulations of Smoking and Electronic Smoking Device Use

Sec. 7-10-10 Definitions.

As used in this Article, the following terms shall have the meanings indicated:

*Business* means any sole proprietorship, partnership, joint venture, corporation, association, landlord, or other entity formed for profit-making purposes.

*Cigar Bar* means a bar that, in the Calendar Year ending December 31, 2005, generated at least five percent (5%) or more of its total annual gross income or fifty thousand dollars ($50,000) in annual sales from the on-site sale of tobacco products and the rental of on-site humidors, not including any sales from vending machines. In any calendar year after December 31, 2005, a bar that fails to generate at least five percent (5%) of its total annual gross income or fifty thousand dollars ($50,000) in annual sales from the on-site sale of tobacco products and the rental of on-site humidors shall not be defined as a *Cigar Bar* and shall not thereafter be included in the definition regardless of sales figures.

*Entrances and Exits* means the passageways by which persons may enter or exit a building or facility, typically consisting of a door or doorway. For the purposes of this chapter, this includes the stoop, steps, or ramp leading from the sidewalk or pavement to such a door or doorway.

*Electronic Smoking Device* means any device that when activated emits a vapor, aerosol, or smoke or can be used to deliver nicotine or any other substance to the person inhaling from the device, including, but not limited to e-cigarettes, e-cigars, e-pipes, vape pens, e-hookahs, inhalant delivery systems or any other similar product by any other name or descriptor. An electronic smoking device includes any component, part or accessory of such device whether or not sold separately, regardless of nicotine content or any other substance intended to be vaporized or aerosolized for human inhalation during the use of the device.

*Employee* means any Person who is employed or retained as an independent contractor by any Employer in consideration for direct or indirect monetary wages or profit, or any Person who volunteers his or her services for an Employer.

*Employer* means any Business that retains the service of one or more Employee.

*Food /Beverage Service Area* means any business establishment, including Outdoor Dining Areas of the establishment thereof, in which the business includes the sale of food or beverages for on-premises consumption.

*Indoor Public Place* means any enclosed area or portion thereof. The opening of windows or doors, or the temporary removal of wall panels, does not convert an indoor area into an outdoor area.
Outdoor Dining Area means any area, including streets and sidewalks, that is available to or customarily used by the general public or an Employee, and that is designed, established, or regularly used, for consuming food or drink.

Outdoor Public Place means any area not specifically characterized as an “indoor area.”

Person means any natural person, cooperative association, Employer, personal representative receiver, trustee, assignee, or any other legal entity including a government agency.

Playing Field means that portion of an outdoor Recreational Area that is set up and marked in some way for the playing of one or more specific games or sports (such as baseball, football, or soccer), and that is owned or operated by the Town and open to the general public. For the purposes of this Article, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

Public Event shall mean a festival, concert, parade, athletic contest, street fair, art and craft show, carnival, block party, soap box derby, or any other outdoor event sponsored, hosted or requiring a permit from the Town.

Public Place means any place, indoors or outdoors that is publicly or privately owned, and open to the general public regardless of any fee or age requirement.

Reasonable Distance means a distance that ensures that people located within an area where smoking and Electronic Smoking Device use is prohibited are not exposed to secondhand smoke created by smokers outside the area. This distance shall be a minimum of twenty-five (25) feet in any direction.

Recreational Area means any outdoor area that is owned or operated by the Town and open to the general public for recreational purposes, regardless of any fee or age requirement. The term Recreational Area includes but is not limited to Playing Fields, playgrounds, parks, picnic areas, golf courses, walking paths, gardens, hiking trails, bike paths, horseback riding trails, swimming pools, roller- and ice-skating rinks, skateboard parks, and amusement parks. The term Recreational Area is not intended to include streets and sidewalks unless they are located within a demarcated Recreational Area such as a park.

Service Area means any area designed to be or regularly used by one or more persons to receive or wait to receive a service, enter a public place, or make a transaction, whether or not such service includes the exchange of money. Service Areas include, but are not limited to, bus stops and other mass transit shelters, ATMs, public telephones, ticket lines, bus stops, cab stands, concert lines, sporting event lines, and food vendor lines.

Smoke means the emissions or release of gases, particles, vapors or aerosols into the air from burning, heating or activation of any device, including, but not limited to a cigarette, electronic smoking device, e-cigarette, vape pens, e-hookahs or any other product by any name or descriptor.
when the apparent or usual purpose of burning, heating or activation of the device is human tasting and inhalation.

*Smoking* means the act of burning, heating, activation or carrying of any device, including, but not limited to a cigarette, cigar, pipe, hookah, or electronic smoking device, electronic cigarette, vape pen, e-hookah or similar device, by any other product name or descriptor, that results in the release of smoke, vapors or aerosols when the apparent or usual purpose of the burning, heating or activation of the device is human inhalation.

*Tobacco Product* means:

1. any product containing, made, or derived from tobacco or synthetic tobacco whether or not said product contains nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and

2. any Electronic Smoking Device; and

3. notwithstanding any provision of subsections (1) and (2) to the contrary, Tobacco Product includes any component, part, or accessory of Tobacco Product, whether or not sold separately.

Sec. 7-10-20 Findings and Purpose.

(a) The Town Council has found and determined as follows:

1. Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke is the cause of disease, including lung cancer, in non-smokers. At special risk are children, elderly people, individuals with cardiovascular disease and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease; and

2. Secondhand smoke has been classified as a Class A carcinogen like asbestos by the Environmental Protection Agency;

3. Secondhand smoke contains almost five thousand (5,000) chemicals, sixty (60) which are known toxins and carcinogens, including arsenic, formaldehyde, hydrogen cyanide and radioactive elements; and

4. There is no safe level of exposure to secondhand smoke; and

5. Health hazards induced by breathing secondhand smoke include lung cancer, heart disease, respiratory infection and decreased respiratory function, including bronchoconstriction and bronchospasm.

(b) Based on the foregoing, the Town Council finds and declares that the purposes of this Article are to protect the public health and welfare by prohibiting smoking in public places
and places of employment, to advance the right of all persons to breath smoke-free air, and to recognize that the need to breath smoke-free air shall have priority in public places and work places over the desire to smoke.

Sec. 7-10-30 Prohibition of Public Smoking and Electronic Smoking Device Use

(a) Smoking and Electronic Smoking Device Use in Indoor Public Places.

(1) Smoking is not permitted and no person shall smoke or use electronic smoking devices in any Indoor Public Place within the Town of Timnath including:

a. Indoor areas not exempt under this Article or pursuant to C.R.S. § 25-14-204;

b. Within a Reasonable Distance from the entrance or exit into or out of any building or facility not exempt under this Article or pursuant to § 25-14-203, C.R.S.;

c. Tobacco Businesses as defined in § 25-14-203, C.R.S.;

d. Cigar Bars;

e. Hotel or motel rooms rented to one or more guests; and

f. Places of employment with three (3) or fewer employees under the control of one employer that have a common or shared air space with an Indoor Public Place where smoking is prohibited by law, such as, without limitation, openings, cracks, air ventilation systems, doorways, hallways, and stairways. Notwithstanding any other provision, the fact that Smoke enters one Indoor Public Place from another Indoor Public Place is conclusive proof that the areas share a common or shared air space.

(b) The use of an Electronic Smoking Device(s) is prohibited in all Indoor Public Places where combustible indoor smoking is prohibited pursuant to the Colorado Clean Indoor Air Act (CCIAA) § 25-14-201 et seq., C.R.S. and the provisions of this Article.

(c) Smoking and Electronic Smoking Device Use in Outdoor Public Places.

(1) Smoking and Electronic Smoking Device use is prohibited in Outdoor Public Places within the Town of Timnath including:

a. Outdoor Dining Areas;

b. Food/Beverage Service Areas;

c. Playing Fields;

d. Public Events; and

e. Recreational Areas.
Sec. 7-10-40 Other Requirements and Prohibitions

(a) No Person, Employer, or entity shall knowingly permit Smoking and the use of Electronic Smoking Devices in an area under the legal or de facto control of that Person, Employer, or other entity and in which Smoking and the use of Electronic Smoking Devices is prohibited by law.

(b) Nothing in this Article prohibits any Person, Employer, or other entity with legal control over any property from prohibiting Smoking and the use of Electronic Smoking Devices on any part of such property.

(c) No Person or Employer shall knowingly or intentionally permit the presence or placement of ash receptacles, such as, for example, ash trays or ash cans, within an area under the legal or de facto control of that Person or Employer or other entity where Smoking and the use of Electronic Smoking Devices is prohibited by law, including, without limitation, within a Reasonable Distance from any area where Smoking and the use of Electronic Smoking Devices are prohibited. Notwithstanding the foregoing, the presence of ash receptacles in violation of this subsection shall not be a defense to a charge of Smoking and the Use of Electronic Smoking Devices in violation of any provision of this Article.

(d) No Person shall dispose of used Smoking or Electronic Smoking Device waste within the boundaries of an area in which Smoking Electronic Smoking Device use is prohibited, including within any Reasonable Distance as required by this Article.

(e) Signage required.

   (1) A Person or Employer or other entity that has legal or de facto control of an area in which Smoking and the use of Electronic Smoking Devices are prohibited by this Article shall post a clear and conspicuous “No Smoking or Use of Electronic Smoking Devices” signs as follows:

   a. At each point of ingress to the area, and in other conspicuous location(s); and

   b. Signage shall have letters of no less than one (1) inch in height and shall include the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it); and

   c. Signage posted on the exterior of buildings to comply with this section shall include the Reasonable Distance requirement as required by this Article; and

   (iv) At least one sign with the Town phone number to where complaints can be directed.
(2) For purposes of this section, the Town Manager or his/her designee shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the Town.

(3) Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of Smoking and the use of Electronic Smoking Devices in violation of any other provision of this Article.

(4) No Person or Employer shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another Person who seeks to attain compliance with this Article.

Sec. 7-10-50 Restrictions on Sale of Tobacco

(a) It is unlawful for any person to furnish to any person who is under 18 years of age, by gift, sale or any other means, any cigarette or tobacco product.

(b) It is unlawful for any person to sell or offer to sell any cigarette or tobacco product by use of a vending machine.

(c) It is an affirmative defense to a charge of violating subsection (a) above that the person furnishing the cigarette or tobacco product was presented with and reasonably relied upon a document which identified the person receiving the prohibited items as being 18 years of age or older.

(d) It is a specific defense to a charge of violating subsection (b) above that the vending machine was located in a place of work not open to the public where persons under 18 years of age are not permitted access.

Sec. 7-10-60 Penalties and Enforcement

(a) The remedies provided by this Article are cumulative and in addition to any other remedies available at law or in equity.

(b) Each instance of Smoking or Electronic Smoking Device use in violation of this Article shall constitute a separate violation.

(c) Each incident of Smoking or Electronic Smoking Device use in violation of this Article is an infraction subject to a fifty dollar ($50) fine or otherwise punishable pursuant to Chapter 10 of the Code. Other violations of this Article may, at the discretion of the Town attorney be prosecuted as infractions or misdemeanors when the interests of justice so require. Enforcement of this chapter shall be the responsibility of and Town police or code enforcement officer. In addition, any peace officer or code enforcement official also may enforce this chapter.

(d) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Article shall also constitute a violation of this Article.
(e) Any violation of this Article is hereby declared to be a nuisance.

(f) In addition to other remedies provided by this Article or by other law, any violation of this Article may be remedied by a civil action brought by the Town attorney including, but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

Sec. 7-10-70 Right of Action

Except as otherwise provided, enforcement of this Article is at the sole discretion of the Town. Nothing in this Article shall create a right of action in any Person against the Town or its agents to compel public enforcement of this Article against private parties.

Sec. 7-10-80 Severability

It is the intent of the Town of Timnath to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, paragraphs, sentences, clauses, or phrases hereof, irrespective of the fact that any one or more other sections, subsections, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.
DESCRIPTION
Resolution 56, Series 2018, Rendezvous Subdivision Final Plat Filing 1 - Public Hearing

RECOMMENDATION
Finding that a complete application was submitted and reviewed in accordance with all applicable Town regulations, the application conforms with the mission and goals of the Timnath Comprehensive Plan, and all criteria outlined in Section 2.9.10.D of the Timnath Land Use Code have been met, I move to recommend approval of the Resolution 56, Series 2018, Rendezvous Subdivision Final Plat Filing 1, with the following condition:
1. Allow staff to work with the owner applicant to address minor, non-substantive modifications prior to final signatures.

SUMMARY
The Rendezvous project is a 162 acre parcel of land located south of Harmony Road and west of Three Bell Parkway. The overall development and approved preliminary plat includes 572 dwelling units. This application is a final plat 1st filing application for 220 single family lots ranging in size from 2,125 square feet to 8,000. Of the 220 lots there will be 47 lots that will be for single family attached product such as townhomes. This filing also provides an alley loaded product. There are also future development tracts being platted for residential along with one for future commercial development along Harmony Road and another for future multi-family development. There is a neighborhood park being provided along with pocket parks, and the continuation of the Poudre River Trail from the Riverbend Subdivision to the west and through this filing.
This final plat is in conformance with the approved Preliminary Plat, Zoning, and PD Overlay.

KEY POINTS

**Owner:** Rendezvous Development LLC  
**Applicant:** Hartford Homes  
**Application Type:** Final Plat  
**Case Number:** FP-2018-0001  
**Legal Description/Address:** Parcel(s) of land located south of Harmony Road and west of Three Bell Parkway

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Final Plat Application</strong></td>
<td></td>
<td>4/17/2018</td>
</tr>
<tr>
<td><strong>Referral Agency Notification</strong></td>
<td>Referral Comments were due by 5/11/2018</td>
<td>4/25/2018</td>
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<tr>
<td><strong>Comments Issued</strong></td>
<td></td>
<td>5/23/2018</td>
</tr>
<tr>
<td><strong>Resubmittal</strong></td>
<td></td>
<td>6/13/2018</td>
</tr>
<tr>
<td><strong>2nd Submittal Comments Issued</strong></td>
<td></td>
<td>7/9/2018</td>
</tr>
<tr>
<td><strong>Resubmittal</strong></td>
<td></td>
<td>8/3/2018</td>
</tr>
<tr>
<td><strong>Planning Commission Public Meeting</strong></td>
<td></td>
<td>8/7/2018</td>
</tr>
<tr>
<td><strong>Town Council Public Meeting</strong></td>
<td></td>
<td>8/14/2018</td>
</tr>
</tbody>
</table>

**Parcel Size (Acres):** 162 +/- Total Acres  
**Number of Lots:** 220 single family detached and single family attached units, and 9 future development tracts.  
**Existing Zoning:** R-3 and CC w/ PD Overlay  
**Proposed Zoning:** R-3 and CC w/ PD Overlay  
**Existing Land Use:** Vacant / Farming  
**Proposed Land Use:** Single-Family Residential, Multi-family, Mixed-use, Open Space, Trails, Parks, Commercial

**SERVICES:**  
Water: Fort Collins Loveland Water District  
Sewer: South Fort Collins Sanitation District  
Fire: Poudre Fire Authority  
Special Districts: None at this time

**Adjacent Zoning/Land Uses:**
<table>
<thead>
<tr>
<th>North</th>
<th>C-2 &amp; MU (Timnath Landing Subdivision)</th>
<th>Vacant/Farming</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>FA-1 Unincorporated Larimer County</td>
<td>Vacant/Farming</td>
</tr>
<tr>
<td>West</td>
<td>C-2 &amp; MU (Riverbend Subdivision)</td>
<td>Poudre Fire Authority Station 8 &amp; Vacant/Farming</td>
</tr>
<tr>
<td>East</td>
<td>FA-1 Unincorporated Larimer County Industrial - Unincorporated Larimer County</td>
<td>Simplot &amp; Walker Manufacturing</td>
</tr>
</tbody>
</table>

**Land Use Code, Section 2.9.10.9.D**

Final Plat review criteria. The Town shall use the following criteria in addition to other applicable provisions of this code to evaluate the applicants final plat application:

1. The final plat conforms to the approved preliminary plat and incorporates required changes, modifications and conditions attached to the approval of the preliminary plat unless otherwise approved by the Town Council.
   Response: This final plat is in conformance with the approved preliminary plat. It met the condition of petitioning into the South Fort Collins Sanitation district and resolved all referral agency concerns.

2. The development will substantially comply with this code.
   Response: This development complies with this code along with the approved PD Overlay.

3. All applicable technical standards have been met.
   Response: All technical standards have been met for this development.

**ATTACHMENTS**

Final Plat
Landscape Plan
Narrative
Fewell-Feldman Illustrative Sketch Plan for Reference
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIMNATH
APPROVING THE RENDEZVOUS SUBDIVISION FINAL PLAT FILING 1,
GENERALLY LOCATED SOUTH OF AND ADJACENT TO HARMONY ROAD, AND
WEST OF AND ADJACENT TO THREE BELL PARKWAY

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

WHEREAS, a properly noticed public hearing was held on August 7, 2018, and the above described Final Plat was recommended for approval to the Town Council by the Town of Timnath Planning Commission with the following conditions:

1. Allow staff to continue to work with applicant to address all unresolved non-substantive technical modifications prior to final signatures.

WHEREAS, a properly noticed public hearing with the Town Council was held on August 14, 2018 and upon hearing the statements of staff, the applicant(s) and giving consideration to the recommendations, the Town Council determines as provided below.

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

Section 1. Approval
The Final Plat 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 Garcia-Peters, CMC
Town Clerk
EXHIBIT A

Legal Description of Property Proposed for Final Plat

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF LAND BEING A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M. AND BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:
THE NORTH LINE OF SAID SECTION 2 ASSUMED TO BEAR NORTH 89° 58' 30" EAST AND BEING MONUMENTED AT ITS NORTHEAST CORNER BY A NUMBER 6 REBAR WITH A 3/4" ALUMINUM CAP, INSURBED "LS 26619" AND AT ITS NORTHWEST CORNER BY A NUMBER 6 REBAR WITH A 3/4" ALUMINUM CAP, INSURBED "2006-PLS 10734 2006" AND WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED FROM:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 2, THENCE, ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER OF SAID SECTION 2, NORTH 89° 58' 30" EAST A DISTANCE OF 1890.60 FEET AND SOUTH 09° 58' 20" EAST A DISTANCE OF 70.47 FEET TO A POINT ON THE SOUTH LINE OF RECEPTION NO. 2013001213 AS RECORDED IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE AND BEING THE OF BEGINNING,

THENCE, ALONG SAID SOUTH LINE, NORTH 89° 58' 31" EAST A DISTANCE OF 845.01 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREAT WESTERN RAILROAD,

THENCE, ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREAT WESTERN RAILROAD, THE FOLLOWING TWO (2) COURSES:
(1) SOUTH 02° 46' 27" EAST A DISTANCE OF 1193.90 FEET
(2) SOUTH 06° 46' 22" EAST A DISTANCE OF 1690.81 FEET TO THE WEST RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 3 AS RECORDED IN BOOK 2120 AT PAGE 2013.

THENCE, ALONG SAID WEST LINE, THE FOLLOWING TWO (2) COURSES:
(1) THENCE SOUTH 01° 34' 47" EAST A DISTANCE OF 259.76 FEET;
(2) THENCE SOUTH 01° 28' 56" EAST A DISTANCE OF 1468.37 FEET;
THENCE SOUTH 01° 44' 47" WEST A DISTANCE OF 1193.74 FEET;
THENCE NORTH 02° 07' 22" WEST A DISTANCE OF 1468.37 FEET;
THENCE SOUTH 06° 07' 27" WEST A DISTANCE OF 1771.61 FEET;
THENCE NORTH 10° 13' 32" WEST A DISTANCE OF 1256.49 FEET;
THENCE NORTH 09° 58' 23" WEST A DISTANCE OF 1396.36 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 181.857 ACRES (7,000,454 SQUARE FEET), MORE OR LESS.
EXHIBIT B

Final Plat

[attached]
RENDEZVOUS FILING NO. 1

LOCATED IN THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 2, T.6 N., R.68 W., OF THE 6TH P.M.,
TOWN OF TRINITY, COUNTY OF LARIMER, STATE OF COLORADO.
### Irrigated PBSI Native Prairie Seed Mix

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
<th>Size &amp; Cond.</th>
<th>Water Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parsley Grass</td>
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<td>MODERATE</td>
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<tr>
<td>Sand Dropseed</td>
<td>SDT</td>
<td>#1 CONT.</td>
<td>LOW</td>
</tr>
<tr>
<td>Pampas Grass</td>
<td>PAP</td>
<td>#1 CONT.</td>
<td>LOW</td>
</tr>
<tr>
<td>Panicum Virgatum</td>
<td>PVR</td>
<td>#1 CONT.</td>
<td>LOW</td>
</tr>
<tr>
<td>Grasses</td>
<td></td>
<td></td>
<td>LOW</td>
</tr>
<tr>
<td>Ornamental Grass</td>
<td></td>
<td></td>
<td>LOW</td>
</tr>
<tr>
<td>Perennial Grass</td>
<td></td>
<td></td>
<td>LOW</td>
</tr>
<tr>
<td>Pasture Grass</td>
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<td></td>
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</tr>
<tr>
<td>Medusa 25</td>
<td>MED</td>
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<td>LOW</td>
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#### Irrigated Native Prairie Seed Mix

<table>
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<tr>
<td>Sand Dropseed</td>
<td>SDT</td>
<td>#1 CONT.</td>
<td>LOW</td>
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<td>PAP</td>
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</tr>
<tr>
<td>Medusa 25</td>
<td>MED</td>
<td>#5 CONT.</td>
<td>LOW</td>
</tr>
</tbody>
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#### Irrigated Turf Grass Blend

<table>
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<tr>
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<th>Botanical Name</th>
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<tbody>
<tr>
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<td>Zoysia Hybrid</td>
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<td>#1 CONT.</td>
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</tr>
<tr>
<td>Poa Bluegrass</td>
<td>PB</td>
<td>#1 CONT.</td>
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</tr>
<tr>
<td>Blue Grass</td>
<td>BG</td>
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<td>Ornamental Grass</td>
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<tr>
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<td>Pasture Grass</td>
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<td></td>
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</thead>
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<td>SDT</td>
<td>#1 CONT.</td>
<td>LOW</td>
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<tr>
<td>Pampas Grass</td>
<td>PAP</td>
<td>#1 CONT.</td>
<td>LOW</td>
</tr>
<tr>
<td>Panicum Virgatum</td>
<td>PVR</td>
<td>#1 CONT.</td>
<td>LOW</td>
</tr>
<tr>
<td>Grasses</td>
<td></td>
<td></td>
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<td>LOW</td>
</tr>
<tr>
<td>Medusa 25</td>
<td>MED</td>
<td>#5 CONT.</td>
<td>LOW</td>
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</tbody>
</table>

**Total:**

- Blue Grass: 100%
- Ornamental Grass: 10%
- Perennial Grass: 5%
IN OPERABLE CONDITIONS AT ALL TIMES. ANY POND OR SPILLWAY AREAS DISTURBED BY THE CONTRACTOR SHALL BE INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.

REPAIR/RESTORED TO THEIR ORIGINAL CONDITION. IF THE POND NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK.

THE CONTRACTOR REPRESENTATION BY THE OWNER FOR THE DESIGN, AT NO ADDITIONAL COST TO THE OWNER.

THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS TO AVOID WATER INTRUSION.-tankage, easements, underground storage tanks, solar panel arrays, and other structures or installations AND INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.

RESTORED WITH SPECIFIED SEED MIX. EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED 

THE CONTRACTOR SHALL OVERSEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS SPECIFIED ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF WORK.

THE CONTRACTOR SHALL NOT INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.

TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR SPECIFIC TRENCHING AREAS. ALL TRENCHES AND HOUSING AREAS MUST BE DETERMINED BY THE OWNER'S REPRESENTATIVE.

A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. CONTACT OWNER'S REPRESENTATIVE FOR SPECIFIC TRENCHING AREAS. ALL TRENCHES AND HOUSING AREAS MUST BE DETERMINED BY THE OWNER'S REPRESENTATIVE.

THE CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE CAREFULLY THOROUGHLY LOOSENED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS TO AVOID WATER INTRUSION.

THE CONTRACTOR SHALL PERFORM ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS SPECIFIED ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF WORK.

THE CONTRACTOR SHALL NOT INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.

TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR SPECIFIC TRENCHING AREAS. ALL TRENCHES AND HOUSING AREAS MUST BE DETERMINED BY THE OWNER'S REPRESENTATIVE.

A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. CONTACT OWNER'S REPRESENTATIVE FOR SPECIFIC TRENCHING AREAS. ALL TRENCHES AND HOUSING AREAS MUST BE DETERMINED BY THE OWNER'S REPRESENTATIVE.

THE CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE CAREFULLY THOROUGHLY LOOSENED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS TO AVOID WATER INTRUSION.
NOTES
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. NATIVE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. ALLEY LANDING PRODUCT VOID VAGUES TO BE COORDINATED WITH FINAL PLANS.
6. STREET LIGHTS TO BE COORDINATED WITH FINAL PLANS.
7. FENCE TO BE COORDINATED WITH FINAL PLANS.
8. HOME BUILDER TREES AND TREE LAWNS ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
9. ROW TREES ARE CONCEPTUAL, FINAL LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND DRIVE LOCATIONS.
10. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
11. HEIGHT OF PLANTS IN MEDIANS TO BE 30” MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
12. ENTRY FEATURES TO BE DEVELOPED FURTHER THROUGH SEPARATE PERMITTING.
13. SIDEWALK CONNECTION TO EACH UNIT'S MAIN POINT OF ACCESS IS TO BE PROVIDED BY BUILDER PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
NOTES

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
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7. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
8. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
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10. SIDEWALK CONNECTION TO EACH UNIT'S MAIN POINT OF ACCESS IS TO BE PROVIDED BY BUILDER PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.

DATE:
SHEET TITLE:
DEVELOPER:
ENGINEER:
5265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534
(970) 800-3300
HARTFORD INVESTMENTS, LLC.
4801 GOODMAN RD.
TIMNATH, CO 80547
(970) 674-1109
DATE:
SHEET TITLE:
CHECKED BY:
DRAWN BY:
RENDEZVOUS
FILING NO. 1: FINAL PLAT
TIMNATH, COLORADO
JS, CK, VH, DH, & MP
MB & BR
1ST PLAT SUB. 4-17-18
2ND PLAT SUB. 6-13-2018
3RD PLAT SUB. 08-03-2018
NOT FOR CONSTRUCTION
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NOTES:
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
2. PLANTS LOCATIONS TO BE DETERMINED WITH FINAL PLANS.
3. CRUSHER FINES BLANKETS TO BE COORDINATED WITH FINAL PLANS.
4. PLANT SEED WILL BE INSTALLED FOR RESEEDING UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. ALLEY LOCATED PRODUCT VARY VARIOUS TO BE COORDINATED WITH FINAL PLANS.
6. FENCING LOCATION TO BE DETERMINED IN FIELDBASE ON UTILITY AND DRIVE LOCATION.
7. IRRIGATION TO BE ADDED TO EACH LOT SUBMITTAL.
8. DEPTH OF PLANTS IN MIRRORS TO BE OF 12" DIA.
9. DRIVEWAY TO BE OPTIONED TO THE DECORATIVE EDGER.
10. LOTS TO BE OPTIONED TO THE DECORATIVE EDGER.
11. SHED WALLS / MONUMENTATION TO BE DEVELOPED FURTHER.
12. ENTRY FEATURES TO BE DEVELOPED FURTHER.
13. UNOBSTRUCTED ENTRY FEATURES TO BE PROVIDED BY BUILDER PRIOR TO INSTALLATION.
NOTES
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. NATIVE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. HOMEBUILDER TREES AND TREE LAWNS ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. ROW TREES ARE CONCEPTUAL, FINAL LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND DRIVE LOCATIONS.
7. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
8. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
9. ENTRY FEATURES TO BE DEVELOPED FURTHER THROUGH SEPARATE PERMITTING.
10. SIDEWALK CONNECTION TO EACH UNIT'S MAIN POINT OF ACCESS IS TO BE PROVIDED BY BUILDER PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
NOTES:
1. FINAL ALLEY LOCATIONS TO BE DETERMINED WITH_FINAL
   ENGINEERING.
2. STREET LIGHTING TO BE COORDINATED WITH_FINAL
   ENGINEERING.
3. ENTRY FEATURES TO BE DEVELOPED FURTHER
   UNOBSTRUCTED.
4. PET STATION TO BE INSTALLED FOR RESIDENCE
   UNITS. MINIMUM DEVELOPMENT IN CONSTRUCTION.
5. ALLEY LOCATIONS SUBJECT TO BE DETERMINED WITH_FINAL
   ENGINEERING.
6. PET STATION TO BE INSTALLED FOR RESIDENCE
   UNITS. MINIMUM DEVELOPMENT IN CONSTRUCTION.
7. GEOMETRY OF PLANTS IS MEASURED TO BE 50% IN
   ORDER TO ENSURE SIGHT TRIANGLES ARE
   ORDINATE TO BE DETERMINED IN THE FIELD BASED ONUTILITY
   AND SIDEWALK LOCATION.
8. IRGIRATON TO BE ADDED TO ENTRY."L" IN ORDER TO
   ENSURE SIGHT TRIANGLES ARE
   ORDINATE TO BE DETERMINED IN THE FIELD BASED ONUTILITY
   AND SIDEWALK LOCATION.
9. ENTRY FEATURES TO BE DEVELOPED FURTHER
   UNOBSTRUCTED.
10. IRGIRATON TO BE ADDED TO ENTRY."L" IN ORDER TO
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    AND SIDEWALK LOCATION.
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    UNOBSTRUCTED.
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    AND SIDEWALK LOCATION.
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    UNOBSTRUCTED.
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    AND SIDEWALK LOCATION.
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    UNOBSTRUCTED.
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    ENSURE SIGHT TRIANGLES ARE
    ORDINATE TO BE DETERMINED IN THE FIELD BASED ONUTILITY
    AND SIDEWALK LOCATION.
21. ENTRY FEATURES TO BE DEVELOPED FURTHER
    UNOBSTRUCTED.
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    AND SIDEWALK LOCATION.
NOTES

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2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. NATIVE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. ALLEY LEGEND PRODUCT VAR VIEWS TO BE COORDINATED WITH FINAL PLANS.
6. HOME Builder TREES AND TREE LAWNS ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
7. ROW TREES ARE CONCEPTUAL, FINAL LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND DRIVE LOCATIONS.
8. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
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11. SIDEWALK CONNECTION TO EACH UNIT'S MAIN POINT OF ACCESS IS TO BE PROVIDED BY BUILDER PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.

KEY MAP

- DECIDUOUS CANOPY TREE
- DECIDUOUS ORNAMENTAL TREE
- EVERGREEN TREE
- EVERGREEN SHRUBS
- HOMEBUILDER TREE
- HOMEBUILDER LAWN
- HOMEBUILDER TRAIL
- IRRIGATED SOD
- IRRIGATED NATIVE SEED
- PLAYGROUND SURFACE
- ROCK COBBLE
- CRUSHER FINES
- NATCHLINE
- FAKING
- STEEL EDGER
- SPADECU EDGER
- MOW LINE
- SITE WALLS / MONUMENTATION FENCE
- SIGHT TRIANGLE
- PROPERTY BOUNDARY / L.O.W.
- LANDSCAPE IMPROVEMENTS
- LIMIT OF WORK LINE
- R.O.W.
- LANDSCAPE BOULDERS
- STREET LIGHTS
- BIKE RACK
- BENCH
- TRASH RECEPTACLE
- PET STATION
- IRONWORKS
- SIDEWALK CONNECTION TO EACH UNIT'S MAIN POINT OF ACCESS IS TO BE PROVIDED BY BUILDER PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
NOTES
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. NATIVE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. ALLEY Product Laying Kit Views TO BE COORDINATED WITH FINAL PLANS.
6. HOME BUILDER TREES AND TREE LAWNS ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
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NOTES:

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. DRIVE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. SITE WALLS/MONUMENTATION TO BE COORDINATED WITH FINAL ENGINEERING.
4. SHARED USE TRAIL TO BE INSTALLLED FOR RESIDENTIAL USE. DEDICATED DEVELOPMENT TO BE CONSTRUCTION.
5. ALLEY LID/COVER IDENTIFIED TO BE COORDINATED WITH FINAL PLANS.
6. STREET LIGHTS TO BE COORDINATED WITH FINAL ENGINEERING.
7. SITE SHEET TO BE INSTALLED FOR ROADWAYS. SITE SHEET TO BE DETERMINED BASED ON UTILITY AND DRIVE LOCATION.
8. DEDICATED USE TRAIL TO BE INSTALLED PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
9. LANDSCAPE IMPROVEMENTS TO BE COORDINATED WITH FINAL ENGINEERING.
10. DRIVE LOCATIONS TO BE INSTALLLED PRIOR TO REceiving CERTIFICATE OF OCCUPANCY.
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28. DRIVE LOCATIONS TO BE INSTALLLED PRIOR TO REceiving CERTIFICATE OF OCCUPANCY.
29. LANDSCAPE IMPROVEMENTS TO BE COORDINATED WITH FINAL ENGINEERING.
30. DRIVE LOCATIONS TO BE INSTALLLED PRIOR TO REceiving CERTIFICATE OF OCCUPANCY.
NOT FOR CONSTRUCTION

1. ALLEY LOCATION TO BE DETERMINED WITH FINAL PLANS.
2. BICKLE LOCATIONS TO BE DETERMINED WITH FINAL PLANS.
3. LOOKOUT LOCATIONS TO BE DETERMINED WITH FINAL PLANS.
4. TRASH RECEPTACLE TO BE INSTALLED FOR RESIDENCES LOTS. SITE DEVELOPMENT IS CONSTRUCTED.
5. ALLEY LOCATION TO BE DETERMINED WITH FINAL PLANS.
6. PLANT SPECIES TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND EMPLACEMENT LOCATIONS.
7. SECURITY LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND EMPLACEMENT LOCATIONS.
8. DRIVE LOCATIONS.
9. ENTRY FEATURES TO BE DEVELOPED FURTHER.
10. ALLEY LOCATION TO BE DETERMINED WITH FINAL PLANS.
11. HOMEBUILDER TREE LAWN INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
NOTES

1. FINAL TRAIL GRAADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
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4. NATIVE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. ALLEY EDGE PRODUCT LIST SHOWN TO BE COORDINATED WITH FINAL PLANS.
6. ROCK COBBLE TO BE SIMULATED WITH SURFACE MATERIAL.
7. ROCK COBBLE TO BE SIMULATED WITH SURFACE MATERIAL.
8. ROW TREES ARE CONCEPTUAL, FINAL LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND DRIVE LOCATIONS.
9. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
10. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
11. ENTRY FEATURES TO BE DEVELOPED FURTHER THROUGH SEPARATE PERMITTING.
12. SIDEWALK CONNECTION TO EACH UNIT'S MAIN POINT OF ACCESS TO BE PROVIDED BY BUILDER PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
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NOTES:

1. final trail grading to be determined with final engineering.
2. swale locations to be determined with final engineering.
3. all plant areas and utility locations to be coordinated with final engineering.
4. native seed will be installed for roadways until adjacent development is constructed.
5. alliy location and products used to be coordinated with final plans.
6. road builder trees and tree locations to be determined by go the plans.
7. native seed will be installed for roadways until adjacent development is constructed.
8. all plant areas and utility locations to be coordinated with final engineering.
9. irrigation to be assessed in later submittals.
10. height of plants in medians to be 30" max in order to ensure sight triangles are unobstructed.
11. entry features to be developed further through separate permitting.
12. sidewalk connection to each unit's main point of access to be provided by builder prior to receiving certificate of occupancy.
NOTES

1. Final trail locations to be determined with final engineering.
2. Mowing locations to be determined with final mowing and maintenance plan.
3. Plant sizes shown are to be coordinated with final plans.
4. Native seed will be installed for reservation units. Adjacent development is constructed.
5. Adjacent property development to be coordinated with final plans.
6. Floodwall location on this plan is subject to change. Location must be determined in the field based on utility and slope locations.
7. Irrigation to be added in later submittals.
8. Height of plants in medians to be 30" max in order to ensure sight triangles are unobstructed.
9. Light poles to be coordinated with final electrical plan.
10. Relative location of future settlement to be determined by survey.
11. Irrigated sod to be planted in separate permitting.
12. Distance of points of access to be determined in the field
13. Sidewalk connection to adjacent property to be provided by developer prior to receiving a certificate of occupancy.
NOTES:

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL PLANS.
2. SIDEWALK TREADS TO BE DETERMINED WITH FINAL PLANS.
3. HOMEOWNER TREES AND TREE LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON SITE CONDITIONS.
4. NATIVE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. ALLEYegade PRODUCT USE VARIOUS TO BE COORDINATED WITH FINAL PLANS.
6. FIRE BREAKS IF AND TREE LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON SITE CONDITIONS.
7. NATIVE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
8. IRROGATION TO BE INSTALLED IN LATER SUBMISSION.
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15. HOMEOWNER TREES AND TREE LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON SITE CONDITIONS.

LIMIT OF WORK LINE
CRUSHER FINES
LANDSCAPE IMPROVEMENTS
PROPERTY BOUNDARY / L.O.W.
SIGHT TRIANGLE
FENCE
SITE WALLS / MONUMENTATION
MOW LINE
LANDSCAPE Boulders
STREET LIGHTS
BIKE RACK
BENCH
PET STATION
TRASH RECEPTACLE

NOT FOR CONSTRUCTION
NO. 12
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL PLANS.
2. SIDEWALK TREADS TO BE DETERMINED WITH FINAL PLANS.
3. HOMEOWNER TREES AND TREE LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON SITE CONDITIONS.
4. NATIVE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. ALLEYegade PRODUCT USE VARIOUS TO BE COORDINATED WITH FINAL PLANS.
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LIMIT OF WORK LINE
CRUSHER FINES
LANDSCAPE IMPROVEMENTS
PROPERTY BOUNDARY / L.O.W.
SIGHT TRIANGLE
FENCE
SITE WALLS / MONUMENTATION
MOW LINE
LANDSCAPE Boulders
STREET LIGHTS
BIKE RACK
BENCH
PET STATION
TRASH RECEPTACLE

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NO. 12
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL PLANS.
2. SIDEWALK TREADS TO BE DETERMINED WITH FINAL PLANS.
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9. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
10. ENTRY FEATURES TO BE DEVELOPED FURTHER ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
11. HOMEOWNER TREES AND TREE LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON SITE CONDITIONS.
12. HOMEOWNER TREES AND TREE LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON SITE CONDITIONS.
13. HOMEOWNER TREES AND TREE LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON SITE CONDITIONS.
14. HOMEOWNER TREES AND TREE LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON SITE CONDITIONS.
15. HOMEOWNER TREES AND TREE LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON SITE CONDITIONS.
NOTES
1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADES TO BE COORDINATED WITH FINAL ENGINEERING.
4. NATURE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. HOME BUILDER TREES AND TREE LAWNS ARE TO BE INSTALLED, PER LOT, PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
6. ROW TREES ARE CONCEPTUAL, FINAL LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND DRIVE LOCATIONS.
7. ENTRY FEATURES TO BE DEVELOPED FURTHER THROUGH SEPARATE PERMITTING.
8. SIDEWALK CONNECTION TO EACH UNIT'S MAIN POINT OF ACCESS IS TO BE PROVIDED BY BUILDER PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
9. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
10. HEIGHT OF PLANTS IN MEDIANS TO BE 30" MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
11. ALL PLANTS TO BE APPROVED IN LATER SUBMITTALS.
12. BENCH TO BE PROVIDED TO THE BUILDER.
13. PLAYGROUND SURFACE TO BE PROVIDED TO THE BUILDER.
14. PET STATION IS CONCEPTUAL, FINAL LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND DRIVE LOCATIONS.
15. MARKERS TO BE INSTALLED TO EACH UNIT'S MAIN POINT OF ACCESS TO BE PROVIDED BY BUILDER PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.

LANDSCAPE ENLARGEMENT RE: L.23

CRUSHER FINES
LANDSCAPE ENLARGEMENT PLAN

KEY MAP


Legend

1. DECIDUOUS CANOPY TREE
2. DECIDUOUS ORNAMENTAL TREE
3. EVERGREEN TREE
4. HOME BUILDER TREE
5. DECIDUOUS SHRUBS
6. EVERGREEN SHRUBS
7. ORNAMENTAL GRASSES
8. ORNAMENTAL PERENNIALS
9. IRRIGATED SOD
10. HOME BUILDER TREE LAWN
11. IRRIGATED NATIVE SEED
12. PLAYGROUND SURFACE
13. ROCK COBBLE
14. CRUSHER FINES
15. MOW LINE
16. SITE WALLS / MONUMENTATION
17. FENCE
18. SIGHT TRIANGLE
19. PROPERTY BOUNDARY / L.O.W.
20. LIMIT OF WORK LINE
21. R.O.W.
22. LANDSCAPE IMPROVEMENTS
23. STREET LIGHTS
24. BIKE RACK
25. BENCH
26. TRASH RECEPTACLE
27. PET STATION
28. DECIDUOUS SHRUBS
29. EVERGREEN SHRUBS
30. ORNAMENTAL GRASSES
31. ORNAMENTAL PERENNIALS
32. SPADECUT EDGER
33. STREET LIGHTS
34. BIKE RACK
35. BENCH
36. TRASH RECEPTACLE
37. PET STATION
38. DECIDUOUS SHRUBS
39. EVERGREEN SHRUBS
40. ORNAMENTAL GRASSES
41. ORNAMENTAL PERENNIALS
42. SPADECUT EDGER
43. STREET LIGHTS
44. BIKE RACK
45. BENCH
46. TRASH RECEPTACLE
47. PET STATION

Date: 4-17-18
Developer: RENDEZVOUS
Engineer: HARTFORD INVESTMENTS, LLC.
Sheet Title: L.22
Sheet Number: 83
NOTES
1. Final trail grading to be determined with final engineering.
2. Swale locations to be determined with final engineering.
3. Terminator grading to be coordinated with final engineering.
4. Native seed will be installed for reconstructive units. Adjacent development is constructed.
5. Acute angles project vestigial to be coordinated with final plans.
6. Final bulk tree and tree locations to be determined with final engineering. Final tree locations will be determined in the field based on utility and slope locations.
7. Irrigation to be addressed in later submittal.
8. Density of plants is intended to be 'as is' as per approved final plans.
9. Height of plants to be maintained as per approved final plans.
10. Adjacent development to be developed further.
11. Sunderland connection to each unit's main point of access to be provided at building prior to receiving certificate of occupancy.
NOTES

1. FINAL TRAIL GRADING TO BE DETERMINED WITH FINAL ENGINEERING.
2. SWALE LOCATIONS TO BE DETERMINED WITH FINAL ENGINEERING.
3. LANDSCAPE GRADING TO BE COORDINATED WITH FINAL PLANS.
4. NATIVE SEED WILL BE INSTALLED FOR ROADWAYS UNTIL ADJACENT DEVELOPMENT IS CONSTRUCTED.
5. ALLEY LEADER PRODUCT (YEG YEG) TO BE COORDINATED WITH FINAL PLANS.
6. PET PICK-UP STATION LOCATION TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND DRIVE LOCATION.
7. SIDEWALK CONNECTION TO EACH UNIT’S MAIN POINT OF ACCESS TO BE PROVIDED BY BUILDER PRIOR TO RECEIVING CERTIFICATE OF OCCUPANCY.
8. IRRIGATION TO BE ADDED IN LATER SUBMITTALS.
9. HEIGHT OF PLANTS IN MEDIANS TO BE 30” MAX IN ORDER TO ENSURE SIGHT TRIANGLES ARE UNOBSTRUCTED.
10. ENTRY FEATURES TO BE DEVELOPED FURTHER THROUGH SEPARATE PERMITTING.
11. ROW TREES ARE CONCEPTUAL, FINAL LOCATIONS TO BE DETERMINED IN THE FIELD BASED ON UTILITY AND DRIVE LOCATIONS.
April 13, 2018

Community Development Department
Mr. Matt Blakely
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

Re: Rendezvous First Filing Final Plat General Development Information

Dear Mr. Blakely,

On behalf of Hartford Investments, we are pleased to make the first submittal of the Final Plat for the first filing at Rendezvous.

Rendezvous is a new neighborhood in Timnath incorporating a range of uses including but not limited to residential and commercial development, trails, and a variety of parks and open spaces. One of the foundational ideas behind the community is a diverse mix of residential housing within dynamic, complete neighborhoods. The focal point of the planned neighborhood is a mixed-use commercial district located in the northwest corner of the site. Parks and open spaces throughout the neighborhood will include a variety of active and passive elements. The community plan is intended to be implemented holistically, with the phasing and timing of parks, open space, amenities, infrastructure, and other elements staged to serve the new community as a whole.

This final plat layout includes a mix of 46 townhome lots, 36 paired home lots, 60 rear-loaded single-family detached lots, and 70 traditional front-loaded single-family detached lots. Public roads, grading, drainage, utility infrastructure, and the first of two +/- 6-acre parks are also included. Roadway improvements in the layout provide two points of vehicular access to all homes to ensure that the Poudre Fire Authority can move its equipment through the site as needed, and extends the existing roadway network from Riverbend through Rendezvous to provide access to the commercial parcel. Specific improvements include the extension of Stone Fly Drive/Rendezvous Way, Tailwater Way, and a network of local streets and alleys into and through the site to provide access, circulation, and walkability for the initial phase of development. Future filings will plat other portions of the site.

The following sections address the items for the General Development Information narrative requested with the Final Plat submittal.

Conformance with the Preliminary Plat
This final plat conforms to the general development pattern for Rendezvous established in the preliminary plat. The overall lot layout remains similar and continues the walkable and amenity-rich development pattern easy access to community-serving retail and commercial uses shown on the preliminary plat. Little has changed regarding site design from the preliminary plat except for a few lot line adjustments to accommodate the anticipated housing product. Some front-loaded lots have become shallower by one (1) foot. In some cases the adjacent ROWs were widened by the same dimension, providing additional depth in the tree lawns and parkways. In other cases, opens space behind the lots were increased by one (1) foot. Additionally, small changes have been made to the paired home lots north of Rendezvous Way to allow for a façade and floorplan variation for some end units. The alley design serving paired homes off C Drive was slightly modified as well to accommodate the same paired home product.
Conformance with the Land Use Code
This final plat for Rendezvous conforms to the town-approved R-3 and CC underlying zoning for the site, as well as the Planned Development Overlay. The final plat is the first of a multi-phased approach for the overall community, creating a mixed-residential community with density decreasing from north to south to complement the existing surrounding communities along Three Bell Parkway.

Specific development standards such as setbacks, lot sizes, and road cross sections are consistent with the PDO. This final plat also includes the next portion of the Poudre River Trail, providing connections from Rendezvous to Poudre River Tail segments included in Riverbend. Park amenities such as a playground for 5 to 12-year-olds, a tot-lot, splash pad, and a variety of gathering spaces amenitized with seating and landscaping meet or exceed the standards for such features established in the Land Use Code and/or other governing documents.

We look forward to continuing working with the Town during the review and approval process for this application. Please refer to the Transmittal for a complete listing of all attached files and please contact us if you have any questions or if you need additional information.

Sincerely,
Norris Design

Dave Thorpe
Senior Associate
LEGEND

178  55’ X 110’ FRONT-LOAD OR PASS-BY HOMES
156  40’ X 90’ REAR-LOAD HOMES
  99  34’ X 90’ PAIRED REAR-LOAD HOMES
  139 TOWNHOMES
  168 SENIOR / MULTI-FAMILY UNITS
    740 TOTAL
TO: Town Council
FROM: Robert Rogers
DATE OF MEETING: August 14, 2018
TITLE / SUBJECT: RESOLUTION NO. 57, SERIES 2018, A Resolution Approving the First Amendment to Service Plan for Rendezvous Metropolitan District Nos. 1-5, and Authorizing the Execution of the Intergovernmental Agreement Between the Town of Timnath, Colorado and Rendezvous Metropolitan District Nos. 1-5

DESCRIPTION
RESOLUTION NO. 57, SERIES 2018, A Resolution Approving the First Amendment to Service Plan for Rendezvous Metropolitan District Nos. 1-5, and Authorizing the Execution of the Intergovernmental Agreement Between the Town of Timnath, Colorado and Rendezvous Metropolitan District Nos. 1-5

RECOMMENDATION
Staff recommends approval of the proposed resolution

SUMMARY
The Town Council approved the Service Plan for Rendezvous Metropolitan District Nos. 1-5 (the “Service Plan”) on March 27, 2018 pursuant to Resolution No. 29, Series 2018. Rendezvous Metropolitan District Nos. 1-5 (the “Districts”) are located on the south side of Harmony Road, between Signal Tree Way on the west and Great Western Railroad on the east.

The Districts have submitted the proposed Service Plan Amendment to clarify the maximum mill levy that the Districts may impose (the “Service Plan Amendment”).
The Service Plan contained a form intergovernmental agreement with the intention that the Districts and the Town would negotiate the terms of the final intergovernmental agreement at a later date. This Resolution approves the final negotiated intergovernmental agreement (the “Intergovernmental Agreement”).

KEY POINTS
Service Plan Amendment

• The Maximum Debt Mill Levy for the Districts is 50 mills. The Maximum Debt Mill Levy that District No. 5 is permitted to impose on any commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successors in interest is 15 mills.
• The Maximum Operations and Maintenance Mill Levy for the Districts is 50 mills. The Maximum Operations and Maintenance Mill Levy that District No. 5 is permitted to impose on any commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successors in interest is 3 mills.
• The Maximum Aggregate Mill Levy for the Districts is 50 mills so long as the total aggregate amount of Debt is more than fifty percent (50%) of the District’s assessed valuation. If the Debt is equal to or less than fifty percent (50%) of the District’s assessed valuation then the Maximum Aggregate Mill Levy is 60 mills. The Maximum Aggregate Mill Levy applicable to any commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successor in interest shall be eighteen (18) mills.

Intergovernmental Agreement

• The Districts are permitted to assess an annual operations and maintenance fee of up to $1,000 against each platted lot (both residential and commercial). This fee cap is in line with other O&M caps previously approved by the Town.
• The Districts are permitted to impose a one-time Capital Fee of $2,000 (single-family detached); $1,500 (single-family attached or multi-family); and $0.25/per square feet of commercial structure. These fee caps are in line with other fee caps previously approved by the Town.
• Commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successor in interest shall not be subject to any operations and maintenance fee, capital fee, development fee, transfer fee, owner’s association fee, recreational or other Fee imposed by the Districts unless expressly approved in writing by the Town.
• The Districts shall provide snow plowing, landscape maintenance, including the water bill for irrigation water (not associated with tap fees and/or raw water requirements), and trash removal at no additional charge to commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successor in interest.
ADVANTAGES: The Service Plan allows the Districts to provide for the financing, operation and maintenance of the Public Improvements associated with the development. The Service Plan Amendment and Intergovernmental Agreement allow the Districts to proceed with the issuance of debt and clarifies the operations and maintenance obligations of the Districts.

DISADVANTAGES: New development associated with the project will require increased municipal services from the Town.

FINANCIAL IMPLICATIONS
The project will necessitate additional municipal services, but the project is also anticipated to generate additional property tax base. Additionally, the public improvements to be financed by the Developer/Districts are intended to help offset the increase in municipal services costs associated with the project.

ATTACHMENTS
1. Resolution
2. Service Plan Amendment
3. Intergovernmental Agreement
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 57, SERIES 2018

A RESOLUTION APPROVING THE FIRST AMENDMENT TO SERVICE PLAN FOR RENDEZVOUS METROPOLITAN DISTRICT NOS. 1-5, AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF TIMNATH, COLORADO AND RENDEZVOUS METROPOLITAN DISTRICT NOS. 1-5

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

WHEREAS, the Town Council approved the Service Plan for Rendezvous Metropolitan District Nos. 1-5 (the “Service Plan”) on March 27, 2018 pursuant to Resolution No. 29, Series 2018; and

WHEREAS, the Rendezvous Metropolitan District Nos. 1-5 (the “Districts”) intend to issue general obligation debt; and

WHEREAS, the Districts have submitted to the Town Council a First Amendment to the Service Plan, pursuant to which the Districts propose to amend the Service Plan to clarify the maximum mill levy that the Districts may impose (the “Service Plan Amendment”) is attached hereto as Exhibit A; and

WHEREAS, Title 32, Article 1, C.R.S., as amended (the “Special District Act”) provides that material modifications to an approved service plan may be made by the District’s board of directors only by petition to and approval by the Town Council in substantially the same manner as provided for in the approval of the original service plan; and

WHEREAS, in accordance with the Special District Act, the Town Council conducted a duly-noticed public hearing on August 14, 2018, regarding the Service Plan Amendment; and

WHEREAS, the Districts published notice of the Public Hearing in the Coloradoan, a newspaper of general circulation within the Districts, and mailed to all interested persons, the Colorado Division of Local Government, and the governing body of each municipality and special district that has levied an ad valorem property tax within the next preceding tax year and that has boundaries within a radius of three miles of the Districts; and

WHEREAS, pursuant to Resolution No. 29, Series 2018, the Town Council approved the form of intergovernmental agreement attached to the Service Plan and acknowledged that further negotiations would be required to finalize the Intergovernmental Agreement; and
WHEREAS, the final Intergovernmental Agreement negotiated by the Town and the Districts (the “Intergovernmental Agreement”) is attached hereto as Exhibit B; and

WHEREAS, the Town Council is familiar with the Service Plan Amendment and Intergovernmental 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. Findings Regarding Service Plan Amendment

The Town Council hereby finds that the Service Plan read in conjunction with the Service Plan Amendment contains, or sufficiently provides for, the items described in § 32-1-202(2), C.R.S., and that:

   a) There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

   b) The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;

   c) The Districts are capable of providing economical and sufficient service to the area within their boundaries; and

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

Section 2. Approval of Service Plan Amendment and Intergovernmental Agreement

The Service Plan Amendment and Intergovernmental Agreement are hereby approved in substantially the form attached hereto as Exhibit A and Exhibit B respectively.


TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor
ATTEST:

______________________________
Milissa Peters-Garcia, CMC
Town Clerk
EXHIBIT A

Service Plan Amendment
EXHIBIT B

Intergovernmental Agreement
FIRST AMENDMENT TO THE
SERVICE PLAN
FOR
RENDEZVOUS METROPOLITAN DISTRICT NOS. 1-5
TOWN OF TIMNATH, COLORADO

Prepared by:
SPENCER FANE LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203-4554

As approved August 14, 2018
1. INTRODUCTION

The Service Plan for Rendezvous Metropolitan District Nos. 1-5 (the “Service Plan”) was approved by the Town Council of the Town of Timnath (the “Town”) on March 27, 2018 pursuant to Resolution No. R2010-3829, Series 2018.

This First Amendment to the Service Plan (the “First Amendment”) for Rendezvous Metropolitan District Nos. 1-5 (the “Districts”) is intended to be read in conjunction with the Service Plan. Unless specifically defined herein, all terms shall have the same meaning as set forth in the Service Plan.

2. THE PROPOSED CHANGE AND THE PURPOSE FOR THE CHANGE

3. AMENDMENT

Section VII.C. of the Service Plan is hereby amended and restated in its entirety as follows:

C. Maximum Mill Levies.

1. The Maximum Debt Mill Levy shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be fifty (50) mills, subject to Gallagher Adjustment. Notwithstanding the foregoing, the Maximum Debt Mill Levy that District No. 5 is permitted to impose on any commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successors in interest shall be fifteen (15) mills, subject to Gallagher Adjustment.

2. The Maximum Operations and Maintenance Mill Levy shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of administration, operations, maintenance, and capital costs, and shall be fifty (50) mills, subject to Gallagher Adjustment. Notwithstanding the foregoing, the Maximum Operations and Maintenance Mill Levy that District No. 5 is permitted to impose on any commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successor in interest shall be three (3) mills, subject to Gallagher Adjustment.

3. The Maximum Aggregate Mill Levy shall be the maximum combined mill levy a District is permitted to impose upon the taxable property within the District for payment of all expense categories, including but not limited to: Debt, capital costs, and administration, operations and maintenance costs, and shall be fifty (50) mills, which maximum shall be inclusive of the Maximum Debt Service Mill Levy and the Maximum Operations and Maintenance Mill Levy. The Maximum Aggregate Mill Levy shall be subject to Gallagher Adjustment. Except as provided in this paragraph, the provisions below, or pursuant to separate intergovernmental agreement entered into with the Town under extraordinary circumstances, the Maximum Aggregate Mill Levy shall not be exceeded under any circumstances. Imposition by a District of a mill levy in excess of this limitation shall constitute a material departure from this Service Plan. Notwithstanding the foregoing, the Maximum Aggregate Mill Levy applicable to
any commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successor in interest shall be eighteen (18) mills, subject to Gallagher Adjustment.

4. If the total amount of aggregate Debt of a District is equal to or less than fifty percent (50%) of that District’s assessed valuation, either on the date of issuance or at any time thereafter, the Maximum Debt Mill Levy, the Maximum Operations and Maintenance Mill Levy, and the Maximum Aggregate Mill Levy will each be increased to sixty (60) mills.

5. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.4. above, so that the Districts are entitled to pledge to their debt service payments the increased Maximum Debt Mill Levy as described above, the Districts may provide that such Debt shall remain secured by the increased Maximum Debt Mill Levy as described above, notwithstanding any subsequent change in the Districts’ Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

6. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

7. Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

Section VI.A. of the Service Plan titled Financial Plan; A. General is hereby amended to include the following additional paragraph as follows:

The Financial Plan is only one example of how the Districts may finance the Public Improvements and is not intended to establish an additional limitation but, rather is one example of a financing that could be pursued. The amount of Debt issued, the mill levy pledged, the date of issuance, the term of the bonds and the other information in the Financial Plan is intended to show one example of the Districts’ ability to issue and repay Debt. The actual Debt issued by the Districts will almost certainly differ from what is shown in the Financial Plan. Notwithstanding anything else herein to the contrary, all issuances of Debt shall be deemed to be in compliance with the Financial Plan and the Service Plan so long as the Minimum Criteria, as defined within the Service Plan, as amended, have been met. “Minimum Criteria” shall mean that: (1) the Debt is subject to the Maximum Debt Service Mill Levy, as adjusted, and if required by the Service Plan; (2) together with other outstanding Debt, the Debt is not in excess of the Maximum Debt Authorization, as may be amended from time to time; (3) together with other outstanding Debt, the Debt is not in excess of the Debt authority approved by the Districts’ electorate; (4) the Maximum Voted Interest Rate and Maximum Underwriting Discount have not
been exceeded; and (5) the Maximum Mill Levy Limitations and Debt Mill Levy Imposition Term set forth in the Service Plan, as amended, have not been exceeded.

4. **RESOLUTION**

   Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect.
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF TIMNATH, COLORADO
AND
RENDEZVOUS METROPOLITAN DISTRICT NOS. 1-5

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this 14th day of August 2018, by and between the TOWN OF TIMNATH, a home-rule municipal corporation of the State of Colorado (“Town”), and RENDEZVOUS METROPOLITAN DISTRICT NOS. 1-5, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The Town and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan approved by the Town on March 27, 2018 (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts, as required by the Timnath Town Code; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts shall operate and maintain all trails and related amenities pursuant to an intergovernmental agreement with the Town, which shall be executed at the first meeting of the Districts after approval of the Service Plan. Operational activities for other Public Improvements not dedicated to another entity are allowed subject to entering into an intergovernmental agreement with the Town allowing the Town to set minimum standards for maintenance. The Districts are allowed to own, operate, and maintain the following Public Improvements: all trails and related amenities within the Service Area of the Districts, landscaping, entry features, fencing, setbacks, irrigated and non-irrigated turf, open spaces, non-potable irrigation water systems and related improvements, streetscaping, ponds, lakes and water features, pools, and recreation facilities. The Districts shall be authorized but not required to provide for covenant enforcement and design review services within the Service Area. Any Fee imposed by the Districts for access to recreation improvements owned by the
Districts shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with use of District park and recreational improvements by Town residents who do not reside in the Districts to ensure that such costs are not the responsibility of a District’s residents, provided that such administrative Fee shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. All such Fees shall be based upon the District’s determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. All operations and maintenance Fees and Fee increases shall be subject to review and approval by the Town. Notwithstanding the foregoing, all parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge.

2. Service Plan. The Districts shall not take any action, including without limitation the issuance of any obligations or the imposition of any tax or fee, which would constitute material modification of the Service Plan as set forth in Section 32-1-207(2), C.R.S. Actions of the Districts which violate any restriction set forth in the Service Plan constitute a material modification of the Service Plan that shall be a default under this Agreement, and shall entitle the Town to protect and enforce its rights under this Agreement by such suit, action, or special proceedings as the Town deems appropriate. It is intended that the contractual remedies herein shall be in addition to any remedies the Town may have or actions the Town may bring under Section 32-1-207, C.R.S., or any other applicable statute. The Town may impose any sanctions allowed by the Timnath Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S., however, the time limits of Section 32-1-207(3)(b), C.R.S., as such time limits apply to the Town, are expressly waived by the Districts.

The Service Plan grants authority to the Districts to construct some or all of the Public Improvements identified therein. If the Districts elect not to provide certain of the Public Improvements that are assigned to it as part of an Approved Development Plan, the Districts shall notify the Town in writing of such election whereupon the Town shall have thirty (30) days to provide a letter to the Districts that such election does not constitute a material modification hereof or to otherwise advise the Districts of the obligation to seek a formal amendment to this Service Plan. If the Town determines that such election does not constitute a material modification hereof, the Districts shall submit a written modification of the Service Plan to the Town for administrative approval as a nonmaterial modification whereupon the authority of the Districts to provide such Public Improvements shall be deemed stricken from the Service Plan. In all events, the Town and the Districts acknowledge that the Districts are independent units of local government, separate and distinct from the Town.

3. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:
To the Districts: Rendezvous Metropolitan District Nos. 1-5
4801 Goodman Street
Timnath, CO 80547

With copy to: Spencer Fane LLP
Attn: David O’Leary
1700 Lincoln, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838

To the Town: Town of Timnath
Attn: Town Manager
4800 Goodman Street
Timnath, CO 80547
Phone: 970-224-3211
Fax: 970-224-3217

With copy to: White Bear Ankele Tanaka & Waldron, Professional Corporation
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Phone: 303-858-1800
Fax: 303-858-1801

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days’ written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

4. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

5. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

6. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including but not limited to suits for declaratory judgment, specific performance, injunction, and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys’ fees.
7. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

8. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

10. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Town shall be for the sole and exclusive benefit of the Districts and the Town.

11. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

13. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

14. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

15. Additional Provisions. In addition to the approvals provided for in the Service Plan, the Town hereby provides its consent and approves the following additional authorizations for the Districts, subject to final approval of this intergovernmental agreement with the Town, to be executed at the first meeting of the Districts after approval of this Service Plan. In the event of any conflict between the provisions in the Service Plan and those set forth in this Agreement, the Service Plan shall control. Notwithstanding the foregoing, any actions of the Districts which violate the Service Plan may be deemed to be a material modification of the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, including the remedy to enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

a. Certain Offsite Improvements Permitted. The Parties acknowledge that construction of certain offsite improvements will be required by an Approved Development Plan for the property within the Districts, and that such offsite improvements are necessary for development and will benefit property within the Districts and the Districts’ constituents. The Parties acknowledge that some of these improvements may be outside of the Districts’ boundaries but are necessary to provide standard and necessary public facilities and
improvements to the development. The Districts are hereby authorized to construct and finance such improvements provided such improvements are constructed in accordance with an Approved Development Plan.

b. **Homeowners’ Association.** The Town acknowledges that the developer of property or subsequent builders within the development within the Districts may record covenants against property within the Districts’ boundaries establishing a master owners’ association and providing for the creation of one or more subassociations which may be authorized to perform covenant enforcement and provide certain operation and maintenance functions, which may be in addition to or in lieu of the provision of such services by the Districts, to satisfy the needs and expectations of residents within the Districts regarding levels of services and amenities that are unique to the development and portions thereof.

c. **Amendment to Water Rights/Resources Limitation.** The Districts shall be allowed to acquire, own, manage, adjudicate or develop non-potable water rights or resources for the limited purposes of providing landscape maintenance and non-potable irrigation for common areas within the boundaries of the Districts as may be expanded from time to time. Such facilities and improvements necessary to provide for non-potable irrigation shall be constructed in accordance with an Approved Development Plan. The Districts agree to not acquire additional water for resale purposes.

d. **Ownership, Operations and Maintenance of Facilities and Services.** The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with a final Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts shall undertake ownership, operation and maintenance of those public facilities, and shall furnish related services, or shall dedicate and convey to the Town, the Fort Collins – Loveland Water District, or the South Fort Collins Sanitation District those certain facilities permitted pursuant to an Approved Development Plan and dedication and conveyance as set forth in such agreements. To the extent certain Public Improvements are not dedicated and accepted by the Town or other appropriate jurisdiction or owners association in a manner consistent with Approved Development Plans and applicable provisions of the Town Code, the Districts shall be authorized to operate and maintain any part of the Public Improvements, provided that certain minimum standards for maintenance set by the Town are met. The Districts shall be permitted to own, operate and maintain the following: all trails and related amenities within the Service Area of the Districts, landscaping, entry features, fencing, setbacks, irrigated and non-irrigated turf and open spaces, non-potable irrigation water systems and related improvements, streetscaping, ponds, lakes and water features, and pools and recreation facilities. The Districts shall be allowed to provide for covenant enforcement and design review within the Districts.

e. **Operations and Maintenance Fees.** The Districts shall be allowed to assess an annual operations and maintenance fee of up to $1,000 against each platted lot, residential dwelling unit and/or non-residential lot within the Districts to pay for the costs associated with the operation and maintenance of public facilities to be built within the boundaries of the Districts which are owned, operated and maintained by the Districts. The Districts shall review the District fees on an annual basis at the time of budget review and approval to ensure that those fees are necessary, appropriate and reasonable for the purpose of operating District facilities, services and
administration of District public improvement. Those operation and maintenance costs of the
Districts shall be directly related to the costs associated with maintaining the amenities and public
improvements permitted to be owned and operated by the Districts by this Agreement and by
Colorado law. All operations and maintenance Fees and Fee increases shall be subject to review
and approval by the Town. Notwithstanding the foregoing, the operations and maintenance fee may
be increased annually by the change in the Consumer Price Index for the immediate twelve-month
period. The Consumer Price Index Formula shall be defined as follows: At the end of each year
the operations and maintenance fee for the next succeeding year may be increased by the annual
increase in the Consumer Price Index (“CPI”) where “CPI” is the Consumer Price Index for the
month of December just preceding such anniversary year, and the “Base CPI” is the Consumer
Price Index for December of the previous year. As used herein, Consumer Price Index shall mean
and refer to that table in the Consumer Price Index for Denver-Boulder, all items, all urban
consumers published by the United States Department of Labor, Bureau of Labor Statistics, now
known as the “Consumer Price Index” for all Urban Consumers (Index 1982-1984 = 100). If such
Index referred to above shall be discontinued, then any successor Consumer Price Index of the
United States Bureau of Labor Statistics, or successor agency thereto.

f. Capital Fees. The District may also collect a Capital Fee, provided that
such Fee does not exceed the following limits:

(i) For each single-family detached residential unit, the Capital Fee shall
not exceed Two Thousand Dollars ($2,000);

(ii) For each single-family attached or multi-family residential unit, the
Capital Fee shall not exceed One Thousand Five Hundred Dollars ($1,500); and

(iii) For a structure other than a single-family or multi-family residential
structure, the Capital Fee shall not exceed Twenty-Five Cents ($0.25) per square foot of
the structure.

The Capital Fee set forth in this Agreement may be increased annually by the
change in the Consumer Price Index for the immediate twelve-month period. The Consumer
Price Index Formula shall be defined as follows: At the end of each year the Capital Fee for the
next succeeding year may be increased by the annual increase in the Consumer Price Index
(“CPI”) where “CPI” is the Consumer Price Index for the month of December just preceding
such anniversary year, and the “Base CPI” is the Consumer Price Index for December of the
previous year. As used herein, Consumer Price Index shall mean and refer to that table in the
Consumer Price Index for Denver-Boulder, all items, all urban consumers published by the
United States Department of Labor, Bureau of Labor Statistics, now known as the “Consumer
Price Index” for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above
shall be discontinued, then any successor Consumer Price Index of the United States Bureau of
Labor Statistics, or successor agency thereto. The Capital Fee shall be collected at the time of
lot sale prior to issuance of a building permit. All Fee increases shall be subject to review and
approval by the Town.

g. Conditions Regarding Property Owned by the Town.
(i) The Maximum Debt Mill Levy that District No. 5 is permitted to impose on any commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successors in interest shall be fifteen (15) mills, subject to Gallagher Adjustment.

(ii) The Maximum Operations and Maintenance Mill Levy that District No. 5 is permitted to impose on any commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successor in interest shall be three (3) mills, subject to Gallagher Adjustment.

(iii) The Maximum Aggregate Mill Levy applicable to any commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successor in interest shall be (18) mills, subject to Gallagher Adjustment.

(iv) Commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successor in interest shall not be subject to any operations and maintenance fee, capital fee, development fee, transfer fee, owner’s association fee, recreational or other Fee imposed by the Districts unless expressly approved in writing by the Town.

(v) The Districts shall provide snow plowing, landscape maintenance, including the water bill for irrigation water (not associated with tap fees and/or raw water requirements), and trash removal at no additional charge to commercial property purchased by the Town within District No. 5 and subsequently owned by the Town or the Town’s successor in interest.

RENDEZVOUS METROPOLITAN DISTRICT NOS. 1-5

By: ________________________________
President

Attest:

_______________________________
Secretary

TOWN OF TIMNATH, COLORADO

By: ________________________________
Mayor
Attest:

By: __________________________
Its: _________________________

APPROVED AS TO FORM: __________________________