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

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

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

4. CONSENT AGENDA
   a. Approval of the March 28, 2017, Town Council Meeting Minutes
   b. Approval of the Check Register
   c. ORDINANCE NO. 11, SERIES 2017, FIRST READING, An Ordinance Approving the Annexations for the Thornton Farms to the Town of Timnath located east of CR-1 (Latham Parkway) and north and south of WCR-80 and north of State Highway 14 (Mulberry Road) and setting a Public Hearing on April 25, 2017, at 6:00 p.m.
   d. ORDINANCE NO. 12, SERIES 2017, FIRST READING, An Ordinance Approving the Zoning Map Amendment for the Thornton Farms located east of CR-1 (Latham Parkway) and north and south of WCR-80 and north of Highway 14 (Mulberry Road) and setting a Public Hearing on April 25, 2017, at 6:00 p.m.

5. REPORTS
   a. Mayor and Council

6. ADJOURNMENT
Town of Timnath
Regular Meeting Minutes
Tuesday, March 28, 2017, at 6:00 p.m.

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

1. CALL TO ORDER AND ROLL CALL:
Mayor Pro Tem Voronin called to order the meeting of the Town Council on Tuesday, March 28, 2017, at 6:00 p.m.

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

Absent:
   a. Mayor Jill Grossman-Belisle

Also Present:
   a. April Getchius, Town Manager
   b. Milissa Peters, Town Clerk
   c. Robert Rogers, Contracted Town Attorney
   d. Don Taranto, Contracted Town Engineer
   e. Matt Blakely, Contracted Community Development Director
   f. Brian Williamson, Contracted Town Planner
   g. Russ Weber, Safebuilt
   h. Kelly Dykstra, Safebuilt
   i. Phil Goldstein, Timnath Resident
   j. Pat McMeekin, Hartford Homes
   k. Jason Sherrill, Landmark Homes

2. AMENDMENTS TO THE AGENDA:
   a. NONE

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

4. CONSENT AGENDA:
   a. Approval of the March 14, 2017, Town Council Meeting Minutes
   b. Approval of the Check Register
c. RESOLUTION NO. 21, SERIES 2017, A Resolution Approving the Independent Contractor Agreement between the Town of Timnath and SAFEbuilt Colorado, LLC for Building Inspection Services

d. RESOLUTION NO. 22, SERIES 2017, A Resolution Reappointing Planning Commissioners: Don Risden, Kristin Seidel, Scott Roys, and Alternate Marty Jost

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

5. REPORTS:
   a. Mayor/Council
   b. Staff-Included in the packet
      i. Railroad crossing updates

6. ORDER OF BUSINESS:
   a. ORDINANCE NO. 10, SERIES 2017, PUBLIC HEARING, An Ordinance Approving a One Stop Building Permit Fee

   Mayor Pro Tem Voronin, opened the public hearing at 6:06 p.m.

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

   Council Comments:
   • Councilmember Steinway asked why the changes were proposed at the current time and Mr. Weber explained the purpose of the proposed fees and the history of the types of service in surrounding areas.

   Public Comments:
   • NONE

   • Mayor Pro Tem Voronin closed the public hearing at 6:06 p.m.

   Councilmember Neal moved to approve ORDINANCE NO. 10, SERIES 2017, An Ordinance Approving a One Stop Building Permit Fee. Councilmember Pearson seconded the motion. The motion passed unanimously by voice vote.

   b. RESOLUTION NO. 23, SERIES 2017, A Resolution Approving the Wildwing Subdivision Final Plat 3

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

   Council Comments:
   • Councilmember Pearson asked about the amount of open space and Mr. McMeekin spoke about the proposed open space and new location of the pocket park.
Councilmember Pearson moved to approve RESOLUTION NO. 23, SERIES 2017, A Resolution Approving the Wildwing Subdivision Final Plat 3. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.

c. RESOLUTION NO. 24, SERIES 2017, A Resolution Approving the Timnath Ranch Seventh Filing Preliminary Plat
Staff Comments:
- Mr. Blakely spoke to Council about the proposed resolution. Mr. Sherrill spoke further about the project, floorplans, parking, alley ways, pocket parks and pricing.

Council Comments:
- Mayor Pro Tem asked about lower pricing and Mr. Sherrill explained the pre-costs and how they add up before any building is started.
- Councilmember Pearson asked about similar projects in the area and Mr. Sherrill spoke about projects with comparable architecture in Loveland, Fort Collins and Highland Meadows.

Councilmember Pearson moved to approve RESOLUTION NO. 24, SERIES 2017, A Resolution Approving the Timnath Ranch Seventh Filing Preliminary Plat. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.

d. RESOLUTION NO. 25, SERIES 2017, A Resolution Authorizing the Town Manager to Execute a Change Order for Connell Resources on the Timnath Reservoir Phase One Improvements Contract
Staff Comments:
- Mr. Williamson spoke to Council about the proposed resolution.

Council Comments:
- Councilmember Steinway asked about watering the event space and Mr. Williamson spoke about the water source for the reservoir turf and other Town parks.
- Councilmember Neal asked about an area for the required bathroom facility during events and Mr. Williamson explained the plan for providing services in several available areas.
- Councilmember Pearson asked about making improvements on leased land and Ms. Getchius spoke about the term of the lease and the intent of both parties to extend the lease essentially perpetually.
- Councilmember Neal asked about maintenance cost and Mr. Taranto stated that the maintenance would consist of mowing.
- Mayor Pro Tem asked about the parking turf and Mr. Williamson spoke about the turf seeding expected for the parking areas.
- Mayor Pro Tem asked about other activities allowed with the current restrictions and Ms. Getchius spoke about the options available in the future.
Councilmember Pearson asked about the amount of the change order and Mr. Blakely explained how the project had evolved into a larger project than originally expected. 

**Councilmember Neal moved to approve RESOLUTION NO. 25, SERIES 2017, A Resolution Authorizing the Town Manager to Execute a Change Order for Connell Resources on the Timnath Reservoir Phase One Improvements Contract. Councilmember Steinway seconded the motion. The motion passed unanimously by voice vote.**

7. **ADJOURNMENT:**

Mayor Pro Tem Voronin adjourned the meeting 6:52 p.m.


TOWN OF TIMNATH

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Bryan Voronin, Mayor Pro Tem

ATTEST:

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Milissa Peters, CMC
Town Clerk
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**REM-MAR 2017**

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**W L Contractors Inc.**

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**Windsor Ace Hardware**

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Dated: ________________________________

Mayor: ________________________________

City Council: __________________________

City Recorder: _________________________

Apr 05, 2017 11:47AM
EXECUTIVE SUMMARY: This annexation consists of 3 parcels of land totaling 346.29 acres currently within Weld County. The properties are located to the north and south of and adjacent to WCR 80, and north of State Highway 14 (Mulberry Road) and east of LCR-1/WCR-13 (Latham Parkway). The applicant is proposing that the land remain as agricultural as there are no development plans for the foreseeable future. If and when development occurs the property will be required to comply with the Town’s Comprehensive Plan and establish appropriate zoning. The Agricultural zoning designation is intended to be a transitional zoning until development occurs. The petition has been reviewed against all applicable local code requirements and the Colorado Revised Statutes.

PLANNING COMMISSION ACTION ON 4/4/2017: At its regular scheduled meeting on April 4, 2017 the Planning Commission recommended approval to the Timnath Town council unanimously (5-0) by voice vote.

STAFF RECOMMENDATION: Staff recommends the approval of the Thornton Farms Annexation

KEY POINTS/SUPPORTING INFORMATION:
Owner: City of Thornton
Applicant: Mark Koleber

Application Type: Annexation Petition  Case Number: AX-2016-003

Parcel Size (Acres): 3 parcels totaling approximately 346.29 acres

Existing Zoning: AG – Weld County  Proposed Zoning: A (Agriculture) - Timnath
Existing Land Use: Farming  Proposed Land Use: Unchanged

Location: East of CR-1 (Latham Parkway) and north and south of WCR-80 and north of State Highway 14 (Mulberry Road).

Process Schedule

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### Notice to Special Districts

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### Town Council

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### Notices

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### SERVICES:

- **Water:** North Weld County Water District
- **Sewer:** Boxelder Sanitation District
- **Fire:** Poudre Fire Authority
- **Special Districts:** N/A

### Adjacent Zoning/Land Uses:

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<td>West</td>
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### ADVANTAGES:

- Increase in the amount of land within the Town of Timnath.
- Secure a contiguous ROW along Larimer CR-1/ Weld CR-13 to be able to allow for future water line improvements to be installed within the ROW.
- Annex land within Weld County and foster a relationship with Weld County.
- Sets the stage to enter into a cooperative planning agreement with Weld County.

### DISADVANTAGES:

- Increase in police services supplied by Town Officers.
- Increase in road infrastructure requiring Town maintenance.
### FINANCIAL IMPACT:
- Increase in use tax and property taxes

### RECOMMENDED MOTION:
- I move to recommend approval of Ordinance 11, Series 2017 the Thornton Farms Annexations, finding that a complete application was submitted and reviewed in accordance with all applicable Town of Timnath regulations, criteria outlined in section 16.10.2 of the Town of Timnath Land Use Code, and C.R.S. 31-12 have been met.

### ATTACHMENTS:
1. Ordinance
2. Annexation Petition
3. Annexation Map
4. Annexation Impact Report
5. Intergovernmental Agreement
THE UNDERSIGNED, being "landowners" as defined in C.R.S. § 31-12-103(6), hereby Petition the Town of Timnath, Colorado (the "Town") for annexation for the following described property and further state:

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

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

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

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

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

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

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

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

9. The Petitioners may not withdraw this Petition once it has been filed.

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

PETITIONER: THE CITY OF THORNTON
By:                                    
Jack Ethredge, City Manager/Utilities Director

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

Mailing Address:
City Manager
City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229
STATE OF COLORADO  )  
COUNTY OF ADAMS  )  

Subscribed and sworn to before me this 16th day of February, 2017, by Jack Ethredge, City Manager/Utilities Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: 10-05-2018

Notary Public

PATRICIA C. JOHNSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984027561
MY COMMISSION EXPIRES 10/05/2018
AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION
[Required for all petitions, including those signed by a single owner]

STATE OF COLORADO )  
COUNTY OF ADAMS )  ss.

Mark Koleber, being first duly sworn states as follows:

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

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

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

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

CIRCULATOR

Mark Koleber, Thornton Water Project Director

STATE OF COLORADO )  
COUNTY OF ADAMS )  ss.

Subscribed and sworn to before me this 16th day of February, 2017, by Mark Koleber, Thornton Water Project Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: 10-05-2018

Notary Public

PATRICIA C. JOHNSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984027561
MY COMMISSION EXPIRES 10/05/2018
2. Covering the Land in the State of Colorado, County of Weld
Described as:

The SW¼ of Section 18, in Township 7 North, of Range 67 West
of the 6th P.M., Weld County, Colorado.

EXCEPTING THEREFROM The James Lake Reservoir, as conveyed to
The Colorado Development Company by Trustee's Deed recorded
June 17, 1898 in Book 133 at Page 72.

ALSO EXCEPT all that portion as conveyed to The Fort Collins
Development Railway Company by Warranty Deed recorded November
20, 1907 in Book 269 at Page 253, described as follows:

A strip of land 25 feet in width on the South side of the center
line of the railroad of said Company as surveyed and located
over and across the SW¼ of Section 18, in Township 7 North, of
Range 67 West of the 6th P.M. The intention of this conveyance
being to grant the North 25 feet of said quarter Section along
the entire length thereof.

ALSO EXCEPT all that portion as conveyed to The Great Western
Sugar Company by Warranty Deed recorded July 26, 1934 in Book
963 at Page 299, described as follows:

Commencing at a point 25 feet south of the northwest corner of
the SW¼ of Section 18, Township 7 North, Range 67 West of the 6th
P.M.;

thence North 86°15' East, 1124 feet;

thence South 70°05' West, 557.2 feet;

thence South 86°15' East, 561.4 feet;

thence North 166.5 feet to the POINT OF BEGINNING.

ALSO EXCEPT all that portion as conveyed to The Great Western
Sugar Company by Warranty Deed recorded July 14, 1939 in Book
1047 at Page 495, described as follows:

That certain tract of land situated in the SW¼ of the SW¼ of
Section 18, Township 7 North, of Range 67 West of the 6th P.M.,
and being more particularly described as follows, to wit:
Beginning at a point 25 feet South and North 86°15' East 1124
feet from the Northwest corner of the said SW¼ of said Section
18, which said point is also the Northeast corner of that cer-
tain tract of land heretofore conveyed by deed recorded in Book
963 at Page 299, Weld County Records;

thence on the South right of way line of the railroad of The
Colorado and Southern Railway Company's Black Hollow Branch as
now located North 86°15' East 466.6 feet to a point;

thence South 8°22' West 106.5 feet to a point;

thence South 33°51' West 82 feet to a point;

thence South 86°15' West 967.5 feet to a point, which said
last mentioned point is also the Southeast corner of that cer-
tain tract of land heretofore conveyed by deed recorded in Book
963 at Page 299, Weld County Records;

thence North 70°05' East on the Easterly line of said tract of
land heretofore conveyed by deed recorded in Book 963 at Page 299,
Weld County Records, 597.2 feet to the point of beginning.
EXHIBIT B
ANNEXATION BOUNDARY MAP

[Attached]
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

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

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

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

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

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

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

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

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

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

9. The Petitioners may not withdraw this Petition once it has been filed.

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

PETITIONER: THE CITY OF THORNTON

By:

Jack Ethredge, City Manager/Utilities Director

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

Senior Assistant City Attorney

Mailing Address:
City Manager
City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229
STATE OF COLORADO  

COUNTY OF ADAMS  

Subscribed and sworn to before me this 16th day of February, 2017, by Jack Ethredge, City Manager/Utilities Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: 10-05-2018

Notary Public
AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION
[Required for all petitions, including those signed by a single owner]

STATE OF COLORADO )
COUNTY OF ADAMS ) ss.

Mark Koleber, being first duly sworn states as follows:

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

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

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

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

CIRCULATOR

Mark Koleber, Thornton Water Project Director

STATE OF COLORADO )
COUNTY OF ADAMS )

Subscribed and sworn to before me this 16th day of February, 2017, by Mark Koleber, Thornton Water Project Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: 10-05-2018

Notary Public

PATRICIA C. JOHNSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984027561
MY COMMISSION EXPIRES 10/05/2018
EXHIBIT A

LEGAL DESCRIPTION OF
PROPERTY PROPOSED FOR ANNEXATION

COVERING THE LAND IN THE STATE OF COLORADO, COUNTY OF WELD

Described as:

A Parcel of land situated in the NW\(\frac{1}{4}\) of Section 19, Township 7 North, Range 67 West of the 6th P.M., being more particularly described as follows:

Considering the North line of said NW\(\frac{1}{4}\) as bearing East and with all bearings contained herein and relative thereto:

BEGINNING at the Northwest corner of said Section 19;

thence along the North line of said NW\(\frac{1}{4}\) East 599.22 feet to the TRUE POINT OF BEGINNING;

thence South 1226.02 feet to a point 9.00 feet North of an existing fence line;

thence parallel with and 9.00 feet North of said fence line South 30°47'00" East 220.63 feet;

thence again parallel with and 1.00 feet North of said fence South 87°01' East 1610.60 feet to the East line of said NW\(\frac{1}{4}\);

thence along said East line North 03°56'37" East 1502.94 feet to the North line of said NW\(\frac{1}{4}\);

thence along said North line West 1824.69 feet to the TRUE POINT OF BEGINNING.
EXHIBIT B

ANNEXATION BOUNDARY MAP

[Attached]
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

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

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

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

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

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

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

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

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

9. The Petitioners may not withdraw this Petition once it has been filed.

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

PETITIONER: THE CITY OF THORNTON

By: Jack Ethredge, City Manager/Utilities Director

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

Senior Assistant City Attorney

Mailing Address:
City Manager
City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229
STATE OF COLORADO
COUNTY OF ADAMS

Subscribed and sworn to before me this \textit{16}th day of \textit{February}, 2017, by Jack Ethredge, City Manager/Utilities Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires: \textit{10-05-2018}

\textit{Notary Public}

\begin{center}
\textbf{PATRICIA C. JOHNSON}
\textit{NOTARY PUBLIC}
\textit{STATE OF COLORADO}
\textit{NOTARY ID 199841027561}
\textit{MY COMMISSION EXPIRES 10/05/2018}
\end{center}
AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION
[Required for all petitions, including those signed by a single owner]

STATE OF COLORADO   )
COUNTY OF ADAMS    ) ss.

Mark Koleber, being first duly sworn states as follows:

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

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

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

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

CIRCULATOR

Mark Koleber, Thornton Water Project Director

STATE OF COLORADO   )
COUNTY OF ADAMS    ) ss.

Subscribed and sworn to before me this 16th day of February, 2017, by Mark Koleber, Thornton Water Project Director, City of Thornton, Colorado.

Witness my hand and official seal.

My commission expires:  10-05-2018

Notary Public

PATRICIA C. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 1994027561
MY COMMISSION EXPIRES 10/05/2018
EXHIBIT A

LEGAL DESCRIPTION OF
PROPERTY PROPOSED FOR ANNEXATION

B 1139 REC 02081078 12/17/86 16:15 $6.00 2/002
F 0316 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

2. Covering the Land in the State of Colorado, County of Weld
Described as:

Lot "B" of Recorded Exemption No. 0705-07-3-RE 946, recorded
November 26, 1986, in Book 1136, as Reception No. 2078604,
being located within the following described property:
The SW¼ of Section 7, Township 7 North, Range 67 West of the
6th P.M.
EXCEPTING THEREFROM a parcel of land conveyed to State Department
of Highways, Division of Highways, State of Colorado by Deed rec-
ored December 17, 1986, in Book 1138, as Reception No. 2080897,
being more particularly described as follows:
Beginning at a point on the East line of Weld County Road 13 (April
1986), from which the Southwest corner of Section 7 bears South
08°10'25" West, a distance of 210.06 feet;
1. Thence S. 46°12'50" E., a distance of 138.49 feet;
2. Thence N. 87°36'33" E., a distance of 2,284.32 feet, to a point
on the East line of the SW¼ of Section 7;
3. Thence S. 0°01'34" E., along said East line, a distance of 34.75
feet to a point on the North right of way line of S.H. 14 (April
1986);
4. Thence S. 86°49'27" W., along said North line, a distance of
801.90 feet;
5. Thence S. 87°32'27" W., continuing along said North right of
way line, a distance of 1,407.20 feet;
6. Thence continuing along said North right of way line along the
arc of a curve to the right having a radius of 11,460.00 feet,
a distance of 175.73 feet (the chord of this arc bears S. 88°22'53"
W., a distance of 175.72 feet) to a point on the East right
of way line of said County Road 13;
7. Thence N. 0°02'13" W., along said East line, a distance of 145.06
feet, more or less, to the point of beginning.

EXHIBIT "A"
EXHIBIT B

ANNEXATION BOUNDARY MAP

[Attached]
TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 11, SERIES 2017

AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN REAL PROPERTY
TO BE KNOWN AS THE THORNTON FARMS ANNEXATIONS TO THE TOWN OF
TIMNATH, COLORADO, GENERALLY LOCATED EAST OF CR-1 (LATHAM
PARKWAY) AND NORTH AND SOUTH OF WCR-80 AND NORTH OF STATE
HIGHWAY 14

WHEREAS, a petition (the “Petition”) for Annexation was filed with the Town by
The City of Thornton (“Petitioner”), requesting the Town of Timnath annex that property more
particularly described in EXHIBIT A (legal description) and EXHIBIT B (annexation map),
attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed Planning Commission public hearing was held on April 4, 2017
regarding said Petition in accordance with C.R.S. § 31-12-108, and all persons interested in such
Petition were provided an opportunity to be heard: and

WHEREAS, over 50% of the property owners owning more than 50% of the Property, exclusive
of streets and alleys have signed the Petition and requested the Property be annexed; and

WHEREAS, the Town Council finds the Property is eligible for annexation and should be
annexed to the Town of Timnath; and

WHEREAS, the contiguity required by C.R.S. § 31-12-104(1)(a) exists in that the property
annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of
the Town; and

WHEREAS, the Town and Petitioners wish to enter into an intergovernmental agreement
(Exhibit C).

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

Section 1. Findings.
The Council hereby finds that a Petition for Annexation, together with four (4) copies of the
annexation map as required by law, was filed with the Town Council on February 21, 2017, by
the owners of over fifty percent (50%) of the area of the property hereinafter described in
EXHIBIT A (legal description) and EXHIBIT B (annexation map), and comprising more than
fifty percent (50%) of the landowners of the property to be annexed, exclusive of public streets
and alleys.

A properly noticed public hearing was held on February 28, 2017 regarding said Petition in
accordance with C.R.S.§ 31-12-108, at which all persons interested in such Petition were
provided an opportunity to be heard.
The Council by resolution at the public hearing accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

The contiguity required by CRS Sec. 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town.

The Property is eligible for annexation and should be annexed to the Town of Timnath.

An Intergovernmental Agreement between the property owners and the Town has been prepared, is incorporated herein, and approved (EXHIBIT C).

**Section 2. Annexation Approved.**

The annexation to the Town of the following described real property is hereby approved (see attached):

Exhibit A – Property Description  
Exhibit B – Annexation Map  
Exhibit C – Intergovernmental Agreement

**Section 3. Severability.**

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

**Section 4. Effective Date.**

This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.


TOWN OF TIMNATH

________________________________________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________________________________________
Milissa Peters, CMC
Town Clerk
LEGAL DESCRIPTION

EXHIBIT A

Legal Description of Property Annexed

[attached]
Thornton Farms Annexation Impact Report  
(AX-2016-003)  
March 9, 2017

Annexation Impact Report Requirements

Pursuant to C.R.S. Section 31-12-108.5, this document fulfills the Annexation Impact Report requirements for annexations in excess of 10 acres. The Town of Timnath has prepared the following report to satisfy said requirements and it contains the following items:

1. A map of the municipality and adjacent territory to show the following:
   a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
   b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and
   c. The existing and proposed land use pattern in the areas to be annexed.
2. A copy of any draft or final preannexation agreement, if available;
3. A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;
4. A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;
5. A statement identifying existing districts within the area to be annexed; and
6. A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

Project Summary

The Thornton Farms Annexation is intended to annex 346 acres of land and Right of Way. There are 3 parcels within the annexation that are located east of Larimer County Road 1/Weld County Road 13 and north and south of WCR-80, and north of State Highway 14 (see attached annexation map). These properties will be contiguous to the Town of Timnath through the annexation of right-of-way of Larimer County Road 1/Weld County Road 13. In addition, the proposed annexation is located within the Town of Timnath Growth Management Area (GMA) Boundary, and has been identified on the Town’s Comprehensive Plan.

Assessment of Community Need

Timnath, Colorado is a growing community. The Thornton Annexation will bring more land into the Town limits. Although there is no intention to develop the land in the immediate future, it will provide for the potential of future development especially along State Highway 14 (Mulberry Street). In addition, the City of Thornton has a planned water pipeline located along this corridor. The pipeline will be located within the Right of Way of Larimer County Road 1/Weld County Road 13.

The development is compatible with the Town Timnath Comprehensive Plan adopted April 23, 2013 and is a desirable addition to the Town. Specifically, the following goals, objectives and action items as outlined in the Town’s Comprehensive Plan, are being achieved by this annexation:
1. Develop land within Timnath by targeting non-residential development and allowing housing to develop based on market demand and the ability of the Town to provide services.
2. Ensure that zoning changes conform to the Comprehensive Plan.
3. Create a schedule for ongoing improvements to Timnath’s pathway system, including acquisition of rights-of-way for future development, agreements with private developers for path and trail construction, and other approaches.
4. Develop a well-balanced transportation system that supports automobile, pedestrian and bicycle movement.
5. Design street cross-sections to include easily identifiable spaces for all users: drivers, pedestrians, and bicyclists, as appropriate.
6. Provide an adequate level of public facilities, infrastructure and services for the residents of Timnath.
7. Review and monitor agreements with utility providers to ensure infrastructure will be planned and installed consistent with the Comprehensive Plan in a timely, efficient and cost effective manner.
8. Coordinate with special districts and authorities that provide community services to ensure an appropriate level of service is maintained as the Town grows.
9. Town expansion and growth will recognize and design with the natural amenities within the community including wildlife, habitat, waterways and groundwater.

Summary of services extended to potential development by the Town of Timnath

Transportation System

Future transportation improvements will include improvements to Larimer County Road 1/Larimer County Road 13 and Weld County Road 80, those improvements will be completed with development of adjacent parcels. The Town of Timnath will maintain the areas within all public right-of ways that have been annexed.

There will be no additional traffic impacts of the Thornton Farms Annexation to the existing surrounding transportation system infrastructure. A traffic study will be required in the future and at the time of development a determination of what improvements, if any, need to be made to the surrounding roads and access points.

Law Enforcement Impact

Law enforcement should not see an immediate impact with these annexations as they will continue to stay farm land and not be developed. Law enforcement may see an increase in traffic stops with the acquisition of roughly 1.5 miles of new Right of Way. Timnath currently has 7 officers and will be adding one more in 2017.

Financing methods for municipal services provided by of the Town of Timnath

Municipal services provided directly by the Town will be funded in part by income generated from property and sales taxes. Portions of the property taxes generated will be distributed to the appropriate taxing entities within the Town per mil levee distribution amounts.

Summary of services provided on behalf of the Town of Timnath

School Impact
Currently the Poudre School District provides education for the Timnath youth. This annexation would put these properties in the Weld RE-4 school district. There will not be any impact to the school system with this annexation as it is not planned for development at this time and will not increase student population. If the property does develop, the school system will be notified of development, and the impact will be assessed at that future date.

**Water and Sewer Service**

Sanitary Service: The Thornton Farms Annexation lies within the Boxelder Sanitation district. Since there is no development there is no petition for inclusion to the property at this time. The property would need to petition into the district at a future date if development occurs.

Water Service: The Thornton Farms Annexation lies within the North Weld Water district. Since there is no development there is no petition for inclusion to the property at this time. The property would need to petition into the district at a future date if development occurs.

**Storm Drainage Impacts**

There will not be any storm drainage impacts at this time since there will not be any improvements to existing roads or the Thornton Farms properties.

**Telephone, Electric, Gas, and Cable Utility Impacts**

If the property develops the utility services will be provided by Xcel Energy, Century Link, and Comcast.

**Fire District Impact**

Poudre Fire Authority (PFA) currently provides fire district services to the annexed portions of Timnath. The Thornton Farms Annexation is already in the Poudre Fire Authority service area and will continue to be serviced by the authority.

The Town has worked with PFA to develop a fire station that will better serve the residents of Timnath. The fire station is located south of Harmony Road along Signal Tree Drive and opened at the end of January 2017. The authority has been working with the Town and reviews the Town’s projected growth patterns and anticipated this development and the increased density in population.

**Environmental Impacts of the Proposed Development**

There will be no any environmental impacts with these annexations as the properties will remain agricultural and not develop at this time. The property is located in the range of many native animals to Weld County, Larimer County, and the Timnath area, however there are no endangered species that are known to inhabit the site. At the time of future development, ecological assessment studies will be required and any impacts would need to be appropriately mitigated or buffered/protected.
Economic Development Potential

An initial economic impact would be the additional property tax to the Town. If the property develops there will be the potential for permit fees and impact fees that would apply depending on the development.

Existing and Adjacent Land Uses

North – Unincorporated Weld County and zoned AG.

West – Unincorporated Larimer County and zoned FA-1.

South – Unincorporated Weld County and zoned AG.

East – Unincorporated Weld County and zoned AG.

Attachments:

1. Annexation Map
2. Intergovernmental Agreement
3. Annexation Petition
THORNTON FARMS ANNEXATION NO. 1
TO THE TOWN OF TIMNATH

PROPERTY DESCRIPTION

Parcels of land located in the northwest quarter of section 19,
township 7 north, range 67 west of the 6th P.M.,
county of Weld, state of Colorado.

Parcels of land located in the northeast quarter of section 24,
township 7 north, range 66 west of the 6th P.M.,
county of Larimer, state of Colorado.

Total area = 4.444 sq. ft. or 0.10 acres, more or less.

Notes:
1. This annexation map was prepared without the benefit of a certified plat
   of the property now included in the annexation. It is being submitted to
   the town as a map for its consideration and use in determining what
   action to take in regard to the annexation of the properties(s) shown.
2. The annexation boundaries shown are subject to adjustment.
   The final selection must be determined by the town's public hearing.
3. The annexation map will be referred to for identification of the
   property described in the annexation.
4. The annexation map shows the boundaries of the property to be
   annexed. The final selection must be determined by the town's public
   hearing. The final selection will be made based on the final plat
   submitted by the town.

Surveyor's Certificate:

I, John Doe, hereby certify that the map and legal description hereinafter
referred to, as they appear on the face of said plat, and which are required
by law, are true and correct, and that the same was executed in my presence
and that the names of the parties concerned are true and correct.

Planning Commission Approval:

Approved this ___ day of ___________, 20___.

[Signature]

Approval of Town Council:

This annexation map has been approved by the town council
of the town of ___ on ___ day of ___ in the year of ___.

[Signature]

Larimer County Clerk and Recorder's Certificate:

This plat has been accepted and filed in the office of the Larimer County Clerk
and Recorder of this county

[Signature]

Town:

[Signature]

Weld County Clerk and Recorder's Certificate:

This plat has been accepted and filed in the office of the Weld County Clerk and
Recorder of this county.

[Signature]

Legend:

Legend:

- Found Abandoned as Dedicated
  - Found Monument as Dedicated
  - Edge of Asphal
  - Street
  - Right-of-Way

Legend:

Contiguity Information:

Total number of acres to be annexed:

MOWING ALLOWANCE: County Total.

Sheet 1 of 1
THORNTON FARMS ANNEXATION NO. 4
TO THE TOWN OF TIMNATH
PARCELS OF LAND LOCATED IN SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND PARCELS OF LAND LOCATED IN SOUTHWEST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO
TOTAL AREA = 141.029 SQ FT, OR 3.24 ACRES, MORE OR LESS
SHEET 1 OF 1
CERTIFICATE OF OWNERSHIP

THORNTON FARMS ANNEXATION NO. 5

PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

TOTAL AREA = 6,023,856 SQ FT, OR 138.29 ACRES, MORE OR LESS

SHEET 1 OF 1

Surveyor's Certificate

This is a survey, a certificate of ownership and a plat of land located in the State of Colorado. This plat is hereby declared to be a true, accurate, and complete representation of the parcel of land described herein. The survey was made in compliance with the laws of the State of Colorado.

Planning Commission Approval

Approved this ___ day of ___, 19__.

Approval of Town Council

Approved this ___ day of ___, 19__.

WELD COUNTY CLERK AND RECORDERS CERTIFICATE

This plat has been accepted for filing in the office of the Weld County Clerk and Recorder.

FILING DATE: ___

LARIAN COUNTY CLERK AND RECORDERS CERTIFICATE

This plat has been accepted for filing in the office of the Larimer County Clerk and Recorder.

FILING DATE: ___

Legend

- PARCEL
- PARCEL SET OUT AND DESCRIBED
- EDGE OF ASPHALT
- RIGHT-OF-WAY

CONTINUOUS

CONTINUOUS

1.70% CONVEYANCE TAX

LISTED AREAS ARE SUBJECT TO THE PAYMENT OF CONVEYANCE TAX.
THORNTON FARMS ANNEXATION NO. 7 TO THE TOWN OF TIMNATH
PARCELS OF LAND LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PM.
COUNTY OF WELD, STATE OF COLORADO AND
PARCELS OF LAND LOCATED IN THE EAST HALF OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PM.
COUNTY OF LARIMER, STATE OF COLORADO
TOTAL AREA = 22,632 SQ FT. OR 0.52 ACRES, MORE OR LESS

PROPERTY DESCRIPTION

SHOW ALL 200 BY 200 FEET PARCELS THAT THE CITY OF THORNTON, STATE OF COLORADO, AND THE COUNTY OF WELD, STATE OF COLORADO AND THE COUNTY OF LARIMER, STATE OF COLORADO, ARE ANNEXING TO THE TOWN OF TIMNATH FOR THE ANNEXATION OF FARMS AND FARMLAND INTO THE TOWN OF TIMNATH.

CONSIDERING THE CUSTOUCUT OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PM, COUNTY OF WELD, STATE OF COLORADO, AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PM, COUNTY OF WELD, STATE OF COLORADO, THESE BOUNDARIES ARE SUBDIVIDED INTO 200 BY 200 FEET PARCELS AND SHOW THE PARCELS IN THEIR APPROPRIATE PLATS.

plg

Surveyor's Certification

The preparers make no representations of the correctness or accuracy of the parcel descriptions shown on this plat, and the correct legal description shall be determined by the planning commission of the Town of Timnath.

Planning Commission Approval

This plat was presented to and approved by the planning commission of the Town of Timnath.

Approval of Town Council

This plat was presented to and approved by the Town Council of the Town of Timnath.

WELD COUNTY CLERK AND RECORDER'S CERTIFICATE

The following form was issued to me by the WELD COUNTY CLERK AND RECORDER OF WELD COUNTY, COLORADO, this day of

LARIMER COUNTY CLERK AND RECORDER'S CERTIFICATE

The following form was issued to me by the LARIMER COUNTY CLERK AND RECORDER OF LARIMER COUNTY, COLORADO, this day of

LAND OWNER

WELD COUNTY CLERK AND RECORDER

LARIMER COUNTY CLERK AND RECORDER

Legend

- Plowed or Cultivated as Required
- Soil Type: Taleson Clay Loam
- Drainage: Poor
- Contiguous

Contiguity Information

TOTAL PERIMETER: 6,312 FT.
TOTAL ACREAGE: 0.52 ACRES

Sheets/1 of 1
THORNTON FARMS ANNEXATION NO. 9
TO THE TOWN OF TIMNATH
PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARimer, STATE OF COLORADO
TOTAL AREA = 117,955 SQ. FT. OR 2.71 ACRES, MORE OR LESS

PROPERTY DESCRIPTION

The annexation includes the following properties:

1. Property located in the southwest quarter of section 7, township 7 north, range 67 west of the 6th P.M., county of Weld, state of Colorado.

2. Property located in the southwest quarter of section 12, township 7 north, range 68 west of the 6th P.M., county of Larimer, state of Colorado.

TOTAL AREA = 117,955 SQ. FT. OR 2.71 ACRES, MORE OR LESS

Surveyor's Certificate

Surveyor:

Planning Commission Approval

Approval of Town Council

WELD COUNTY CLERK AND RECORDER CERTIFICATE

LARIMER COUNTY CLERK AND RECORDER CERTIFICATE

Legend

FARM AGRICULTURAL AREA
BOUNDARY
CONTIGUOUS FOREST

Land Owner

LARIMER COUNTY SHERIFF AND RECORDER

WELD COUNTY SHERIFF AND RECORDER

Sheet 1 of 1
THORNTON FARMS ANNEXATION NO. 11
TO THE TOWN OF TIMNATH
PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO AND
PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 7 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF LARIMER, STATE OF COLORADO
TOTAL AREA = 97,849 SQ. FT. OR 2.25 ACRES, MORE OR LESS
SHEET 1 OF 1

CERTIFICATE OF OWNERSHIP

A parcel of land located in the Southeast Quarter of Section 12, Township 7 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado, is described as follows:

A parcel of land located in the Southwest Quarter of Section 7, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, is described as follows:

TOTAL AREA = 97,849 SQ. FT. OR 2.25 ACRES, MORE OR LESS

Surveyor’s Certificate

I, [Surveyor’s Name], a duly licensed and registered land surveyor in the State of Colorado, do certify that the parcel of land described above has been surveyed and is true and correct. The survey was completed on [Date].

Planning Commission Approval

The annexation of Thornton Farms to the Town of Timnath is hereby approved by the Planning Commission of the Town of Timnath.

Approval of Town Council

The annexation of Thornton Farms to the Town of Timnath is hereby approved by the Town Council of the Town of Timnath.

WELD COUNTY CLERK AND RECORDER’S CERTIFICATE

The annexation of Thornton Farms to the Town of Timnath has been recorded in the Office of the Weld County Clerk and Recorder.

LARIMER COUNTY CLERK AND RECORDER’S CERTIFICATE

The annexation of Thornton Farms to the Town of Timnath has been recorded in the Office of the Larimer County Clerk and Recorder.

Legend

- Fenced area
- Unfenced area
- Wetlands
- Water bodies
- Roadways
- Existing utilities
- Proposed utility lines
- Contiguity information

Notes:
1. The annexation map was prepared without the benefit of a survey.
2. The survey will be performed by the Town of Timnath.
3. The parcel of land described above is subject to all existing restrictions and easements.
4. The parcel of land described above is subject to all future developments and land use regulations.
5. The annexation is effective upon execution of the deed by the Town of Timnath.

Prepared by:

[Surveyor’s Name]
[Surveyor’s Address]
[Date]

Prepared for:

[Town of Timnath]
[Address]
[Date]

[County Clerk and Recorder]
[County Clerk and Recorder’s Address]
[Date]
EXHIBIT C

Intergovernmental Agreement

[attached]
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF TIMNATH, COLORADO AND THE CITY OF THORNTON, COLORADO

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into effective the 11th day of October, 2011, by and between Town of Timnath, a Colorado municipal corporation ("Town") and the City of Thornton, a Colorado municipal corporation ("Property Owner"), collectively (the "Parties") and is made concerning the real property described on Exhibits A1 through A3, attached hereto and incorporated herein by reference ("the Property"), and generally known as the City of Thornton Properties, as well as the Thornton Water Project.

WITNESSETH:

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the Property consists of approximately 323 acres, more or less, consisting of three separate properties located north of Timnath and generally east of and adjacent to Latham Parkway (LCR1/WCR13) as illustrated on Exhibit B1; and

WHEREAS, Property Owner plans to install, construct, operate and maintain a water pipeline, generally referred to as the Thornton Water Project and appurtenances thereto ("the Pipeline"); and

WHEREAS, it is beneficial to the Town to have the Property annexed, and it is beneficial to the Town and Property Owner for Property Owner to install, construct, operate and maintain the Pipeline in Town right-of-way; and

WHEREAS, the parties acknowledge that other Thornton-owned properties are within Timnath’s Growth Management Area and may annex to Timnath in the future.

WHEREAS, it is the intent of the Parties that this Agreement contains all the rights and obligations of the Parties which shall be performed by the Parties with respect to annexation of the Property and installation, construction, operation and maintenance of the Pipeline in Town right-of-way.

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

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for annexation and future development of the Property within the Town and to allow for the
installation, construction, operation and maintenance of the Pipeline in Town right-of-way. All conditions contained herein are in addition to applicable state statutes, and are not intended to supersede such requirements, except as specifically provided in this Agreement. All exhibits attached hereto are incorporated herein by this reference and are an integral part hereof.

2. Use of Town Right-of-Way for Pipeline. Town will permit Property Owner to install, construct, operate and maintain the Pipeline in any Town controlled right-of-way, which exists as of the date of this Agreement or which may subsequently be acquired by Town, on or along County Line Road 1/Latham Parkway as shown on the corridor map attached hereto as Exhibit B2.

a. Upon request by Property Owner, Town will timely grant or process any necessary permits or other approvals for installation, construction, operation and maintenance of the Pipeline through an administrative process unless otherwise required. Property Owner will pay customary fees or costs for necessary permits or approvals.

b. In Town-controlled property, Town will convey to Property Owner, at no cost to Property Owner, the necessary easements for installation, construction, operation and maintenance of the Pipeline in Town controlled right-of-way.

c. Additional terms for this use of Town right-of-way are as follows:

i. Property Owner and Town will mutually agree on the location of said Pipeline within the right-of-way.

ii. Property Owner will be responsible for road and pavement repairs and/or replacements necessitated by said Pipeline installation, construction, operation and maintenance.

iii. Property Owner shall be responsible for the cost of relocating others’ (including but not limited to service providers and Town) infrastructure that is required by the construction of the Pipeline.

iv. Town will require any relocation or modification of the Pipeline at others’ costs when it is required by others’ projects except where existing easements require otherwise.

v. The Parties agree to coordinate with each other when work or maintenance is expected to be performed on the Pipeline or in the right-of-way that may impact the other party.

d. Town will regulate other uses of or changes to the right-of-way to ensure:

i. A minimum of a 10’ (ten foot) horizontal separation from the centerline of the Pipeline and an 18” (eighteen inch) vertical separation of the Pipeline and future utilities. Additional separation may be appropriate in some circumstances and will be mutually agreed to by Town’s Engineer and
Property Owner’s Engineer.

ii. The Parties will mutually agree on appropriate separations from Pipeline appurtenances to be determined on a case by case basis.

iii. Town will require a minimum 4’ (four foot) cover over the Pipeline for any and all work in the right-of-way. The Parties will share any master plan information on right-of-way or Pipeline cross sections and grades to assure compatibility.

iv. Town will not allow any tree or shrub planting or permanent structure that would impact Property Owner’s ability to operate and maintain the Pipeline.

v. Town will require coordination with Property Owner when the uses of the Town right-of-way by third parties may impact the Pipeline.

3. **Annexation of Property.** The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including adjacent right-of-way, as shown on the annexation maps attached hereto as **Exhibits C1 - C12**. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the “Act”), the Town Code and all applicable laws, and this Agreement. Property Owner agrees that it will not withdraw the annexation petition for the Property once it has been filed with Town.

4. **Application of Town Laws - Town Services.** Except as expressly provided herein, all Town ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Property, upon annexation. Upon annexation, Town shall provide all customary municipal services to the Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout Town.

5. **Zoning and Development of the Property.** The Property will be zoned AG-Agriculture. If Property Owner, successors or assigns develops the Property, such development will be in accordance with a site specific development plan to be subsequently approved by Town. The Property, or any portion thereof, may be rezoned or the site-specific development plan amended with the consent of Town and Property Owner, but without amending or modifying this Agreement. The Parties acknowledge Property Owner currently has no plans to develop the Property and shall be permitted to maintain all existing uses including its use for agricultural purposes and retain AG-Agriculture zoning until such time as development is sought and approved for the Property.

6. **Provisions Related to Use of the Property and Adjoining Right-of-Way.** The annexation of the Property is a benefit to both Town and Property Owner. Additional terms for this Agreement and to achieve this mutual benefit are provided as follows:

a. Town will not charge Property Owner any fees typically associated with the annexation or zoning of property, and will not require Property Owner to enter
into Fee Agreements for development review, annexation or zoning of the Property.

b. Town has prepared, and will not require the Property Owner to prepare, an Annexation Assessment Report, an Annexation Impact Report, to the extent required by Colorado law, and a narrative addressing all items required by the Town’s annexation process, including the conformance of the annexation with the Town’s Comprehensive Plan. Town will not require Property Owner to provide a zoning map of the Property, or a zoning amendment map amending the official Town zoning map.

c. Town has obtained, and will not require the Property Owner to obtain, letters of support from special districts agreeing to service the Property.

d. Town indefinitely suspends the requirement for a Concept Plan and Concept Plan Map, and the requirements for lists of known hazards and environmental issues.

e. Town indefinitely suspends the requirement for a Surrounding and Interested Property Ownership Report.

f. Town indefinitely suspends the requirement for a Water Rights Report.

g. Town will not require any infrastructure improvements except the dedication of additional right-of-way as illustrated on the Annexation Maps in Exhibits C1 – C12 until such time as the Property develops or changes use. Property Owner will dedicate additional right-of-way as illustrated on the Annexation Maps in Exhibits C1 – C12 at no cost to Town.

h. Property Owner hereby grants Town a right of first refusal to purchase the Property at market value.

7. Water Utilities. Property Owner shall obtain water service for the Property from North Weld County Water District when developed.

8. Sanitary Sewer Utilities. Property Owner shall obtain sewer service for the Property from Boxelder Sanitation District when developed.

9. Utilities and Infrastructure. The Parties recognize that Town does not provide infrastructure to serve the Property and Property Owner will be responsible for extending all utilities and streets to serve the Property when developed. Failure of Property Owner to obtain utilities or provide streets to the Property, except by action of Town to prevent installation of such infrastructure, shall not be grounds for disconnection.

10. Water and Water Rights. Property Owner acknowledges that Property Owner shall be required to meet Town Code requirements for irrigation of common areas, open space areas, and parks when the Property is developed except as otherwise set forth herein. Except as required to obtain water service for the Property per Paragraph 7 above when developed, Property Owner shall not be required to provide to Town or any district any water or water
rights, well or well rights, reservoir or storage rights, stock in mutual ditch and irrigation companies, or any other water or water rights for annexation of the Property, use or development of the Property, or installation, construction, operation or maintenance of the Pipeline.

11. Fire Protection Services. Property Owner acknowledges and represents that Property is already located within the Poudre Valley Fire Protection District.

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

13. Covenants Run With the Property. This Agreement shall be recorded in the real estate records of Larimer County and Weld County and constitute a covenant running with the Property.

14. Burdens and Benefits. The burdens and benefits of this Agreement shall bind and inure to the benefit of the Parties, all estates and interests in the Property and in the Pipeline, and all successors or assigns of the Parties, except as may be otherwise expressly provided in this Agreement.

15. Infrastructure Standards. The Parties acknowledge and agree that Town Code and Town’s then-existing design and construction standards shall be applicable to all future construction of items on the Property historically considered to be public in nature, including generally, water lines (except the Pipeline as provided herein), sewer lines, streets, drainage improvements, park improvements, traffic safety and control devices, etc. common to similar developments in Town.

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

a. The refusal to issue any building permit;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. Refusal to accept further land use applications for the Property;

d. Disconnection of the Property from Town;

e. Specific performance of this Agreement;
f. Placement of a lien on the Property to be collected with the property taxes;

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

Unless necessary to protect the immediate health, safety and welfare of Town, Town shall provide Property Owner ninety (90) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of such Property Owner. If during such ninety (90) day period Property Owner commences to cure the breach described in the notice and proceeds reasonably thereafter to cure the breach, any action taken by Town to enforce this Agreement shall be discontinued and no further action shall be taken by Town to the extent that Property Owner diligently pursues the cure to completion.

17. **Breach by Town; Property Owner’s Remedies.** Property Owner shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a material breach of this Agreement by Town, including but not limited to specific performance and the right to seek statutory disconnection for a material breach which substantially impairs Property Owner’s ability to develop the Property or install, construct, operate and maintain the Pipeline in Town right-of-way.

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

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

**Notice to Town:**

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

**with copy to:**

Robert Rogers, Esq.
White, Bear & Ankele Professional Corporation
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Notice to Property Owner: City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
Telephone: 303-538-7200

with a copy to:

City Attorney
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
Telephone: 303-538-7210

20. **Assignment.** Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Property or Pipeline to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Property Owner without the consent of Town. The terms “controlling,” “controlled by,” or “under common control with,” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise. Property Owner shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Property or Pipeline to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written notice to Town. Upon such notice and written assumption of the obligations of Property Owner by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Property Owner which have been assigned or transferred arising after the date such duties and obligations are assumed by the Assignee.

21. **Authority to Execute Documents.** This Agreement must be mutually approved by Thornton’s City Council and Timnath’s Town Council. Thornton City Council’s approval of this Agreement will authorize the Thornton City Manager to execute Town’s annexation application and petition or other documents as needed to allow Town to process the application as long as the documents are consistent with the terms of this Agreement. Timnath’s Town Council’s approval of this Agreement will authorize the Timnath Town Manager or his designee to execute all documents necessary for annexation of the Property, and all documents necessary to allow the installation, construction, operation and maintenance of the Pipeline in Town right of way, including, but not limited to all easements, permits and licenses, as long as the documents are consistent with the terms of this Agreement.

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

23. **Colorado Governmental Immunity Act.** The Parties hereto understand and agree that they are relying on, and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as it is from time to time amended, or otherwise available to the parties, their officers, or employees.

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

25. **Severability.** If any part, term, or provision of the annexation or zoning of the Property or any portion of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, declared void or in conflict with any law of the State of Colorado by final court action, meaning that no appeal can be made or the time to appeal has expired, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any such defect. If such defect has affected the annexation or zoning of the Property, after cure, Town shall reinstitute and complete proceedings to annex and zone the Property according to the terms of this Agreement and to otherwise carry out the terms and provisions hereof. If necessary, Property Owner agrees to reapply for annexation after such cure. If such defect has affected the ability of Property Owner to install, construct or maintain the Pipeline in Town right-of-way, after cure, the Parties agree to take such steps as are necessary allow installation of the Pipeline in Town right-of-way in accordance with the terms of this Agreement.

26. **Effective Date-Termination.** This Agreement shall be effective and binding upon both Parties as of the date set forth above but shall not affect the effective date of the ordinance annexing the Property to Town. The annexation and zoning provisions in this Agreement shall be terminated and considered null and void on the date of disconnection if the Property is subsequently disconnected from Town. The provisions of this Agreement providing for the installation, construction, operation and maintenance of the Pipeline shall not terminate if the Property is subsequently disconnected from the Town.

27. **Further Assurances.** The Parties agree to execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.
28. **No Duress.** The Parties agree that this Agreement is freely and voluntarily executed by them after an opportunity for each party to obtain legal advice.

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, intending to be legally bound hereby as of the date set forth above.

[Signature pages follow]
TOWN: TOWN OF TIMNATH, COLORADO,
A Colorado Municipal Corporation

ATTEST: Bryan Voronin, Mayor Pro Tem

Milissa Peters, Town Clerk

STATE OF COLORADO )
) ss.
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 10 day of
October 2016, by Bryan Voronin, Mayor Pro Tem, Town of Timnath.

WITNESS my hand and official seal.

ALISA JO DAVIDSON Notary Public
State of Colorado
Notary ID # 20164030241
My Commission Expires 08-08-2020

Notary Public
My Commission expires: 8-6-2020
PROPERTY OWNER: CITY OF THORNTON, COLORADO, A Colorado Municipal Corporation

By: [Signature]

Jack Ethridge, City Manager

ATTEST:

[Signature]

Nancy A. Vincent, City Clerk

APPROVED AS TO FORM

[Signature]

Luis A. Corchado, City Attorney

STATE OF COLORADO )

) ss.

COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 13th day of

October 2016, by Jack Ethridge, City Manager, City of Thornton.

WITNESS my hand and official seal.

[Signature]

CRYSTAL MESSICK
Notary Public
My Commission expires: 08/12/2017
EXHIBIT A-1

Farm 64

Lot "B" of Recorded Exemption No. 0705-07-3-RE 946, recorded November 26, 1986, in Book 1136, as Reception No. 2078604, being located within the following described property:
The SW¼ of Section 7, Township 7 North, Range 67 West of the 6th P.M.
EXCEPTING THEREFROM a parcel of land conveyed to State Department of Highways, Division of Highways, State of Colorado by Deed recorded December 17, 1986, in Book 1138, as Reception No. 2080897, being more particularly described as follows:
Beginning at a point on the East line of Weld County Road 13 (April 1986), from which the Southwest corner of Section 7 bears South 08°10'25" West, a distance of 210.06 feet;
1. Thence S. 46°12'50" E., a distance of 138.49 feet;
2. Thence N. 87°36'33" E., a distance of 2,284.32 feet, to a point on the East line of the SW¼ of Section 7;
3. Thence S. 0°01'34" E., along said East line, a distance of 34.75 feet to a point on the North right of way line of S.H. 14 (April 1986);
4. Thence S. 86°49'27" W., along said North line, a distance of 801.90 feet;
5. Thence S. 87°32'27" W., continuing along said North right of way line, a distance of 1,407.20 feet;
6. Thence continuing along said North right of way line along the arc of a curve to the right having a radius of 11,460.00 feet, a distance of 175.73 feet (the chord of this arc bears S. 88°22'53" W., a distance of 175.72 feet) to a point on the East right of way line of said County Road 13;
7. Thence N. 0°02'13" W., along said East line, a distance of 145.06 feet, more or less, to the point of beginning.
Exhibit A-2

Farm 114

The SW¼ of Section 18, in Township 7 North, of Range 67 West of the 6th P.M., Weld County, Colorado.

EXCEPTING THEREFROM The James Lake Reservoir, as conveyed to The Colorado Development Company by Trustee's Deed recorded June 17, 1898 in Book 133 at Page 72.

ALSO EXCEPT all that portion as conveyed to The Fort Collins Development Railway Company by Warranty Deed recorded November 20, 1907 in Book 269 at Page 253, described as follows:

A strip of land 25 feet in width on the South side of the center line of the railroad of said Company as surveyed and located over and across the SW¼ of Section 18, in Township 7 North, of Range 67 West of the 6th P.M. The intention of this conveyance being to grant the North 25 feet of said quarter Section along (the entire length thereof.

ALSO EXCEPT all that portion as conveyed to The Great Western Sugar Company by Warranty Deed recorded July 28, 1934 in Book 963 at Page 299, described as follows:

Commencing at a point 25 feet south of the northwest corner of the SW¼ of Section 18, Township 7 North, Range 67 West of the 6th P.M.: thence North 86°15' East, 1124 feet; thence South 70°05' West, 597.2 feet; thence South 86°15' East, 561.4 feet; thence North 166.5 feet to the POINT OF BEGINNING.

ALSO EXCEPT all that portion as conveyed to The Great Western Sugar Company by Warranty Deed recorded July 14, 1939 in Book 1047 at Page 495, described as follows:

That certain tract of land situated in the N½ of the SW¼ of Section 18, Township 7 North, of Range 67 West of the 6th P.M., and being more particularly described as follows, to-wit: Beginning at a point 25 feet South and North 86° 15' East 1124 feet from the Northwest corner of the said SW¼ of said Section 18, which said point is also the Northeast corner of that certain tract of land heretofore conveyed by deed recorded in Book 963 at Page 299, Weld County Records; thence on the South right of way line of the railroad of The Colorado and Southern Railway Company's Black Hollow Branch as now located North 86° 15' East 466.6 feet to a point; thence South 8° 22' West 106.5 feet to a point; thence South 33° 51' West 82 feet to a point; thence South 86° 15' West 967.5 feet to a point, which said last mentioned point is also the Southeast corner of that certain tract of land heretofore conveyed by deed recorded in Book 963 at Page 299, Weld County Records; thence North 70° 05' East on the Easterly line of said tract of land heretofore conveyed by deed recorded in Book 963 at Page 299, Weld County Records, 597.2 feet to the point of beginning.
A Parcel of land situated in the NW\(\frac{1}{4}\) of Section 19, Township 7 North, Range 67 West of the 6th P.M., being more particularly described as follows:

Considering the North line of said NW\(\frac{1}{4}\) as bearing East and with all bearings contained herein and relative thereto:

BEGINNING at the Northwest corner of said Section 19;

thence along the North line of said NW\(\frac{1}{4}\) East 599.22 feet to the TRUE POINT OF BEGINNING;

thence South 1226.02 feet to a point 9.00 feet North of an existing fence line;

thence parallel with and 9.00 feet North of said fence line South 30°47'00" East 220.63 feet;

thence again parallel with and 1.00 feet North of said fence South 87°01' East 1610.60 feet to the East line of said NW\(\frac{1}{4}\);

thence along said East line North 03°56'37" East 1502.94 feet to the North line of said NW\(\frac{1}{4}\);

thence along said North line West 1824.69 feet to the TRUE POINT OF BEGINNING.
RESOLUTION

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF TIMNATH, COLORADO AND THE CITY OF THORNTON, COLORADO AND DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF THORNTON AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSITION.

WHEREAS, the City of Thornton (Thornton) plans to install, construct, operate and maintain a water pipeline, generally referred to as the Thornton Water Project (Project) to deliver water supplies to Thornton; and

WHEREAS, County Line Road (aka Latham Parkway, Larimer County Road 1, or Weld County Road 13) was identified through discussions with the Town of Timnath (Timnath) as the preferred Project corridor through Timnath’s growth area; and

WHEREAS, Timnath will permit Thornton to construct the Project in Timnath-controlled County Line Road right-of-way in exchange for Thornton annexing three Thornton-owned properties (Thornton Properties) adjacent to County Line Road; and

WHEREAS, annexing the Thornton Properties will extend the amount of Timnath-controlled County Line Road right-of-way available for Thornton’s use; and

WHEREAS, it is beneficial to Timnath to have the Thornton Properties annexed, and it is beneficial to Timnath and Thornton for Thornton to install, construct, operate, and maintain the Pipeline in Timnath-controlled County Line Road right-of-way, and

WHEREAS, an Intergovernmental Agreement (IGA) between the Town of Timnath, Colorado, and the City of Thornton, Colorado, a copy of which is attached hereto as Exhibit 1, to provide for annexation of the Thornton Properties, as described in the IGA, to Timnath and to install, construct, operate, and maintain the Pipeline in Timnath-controlled County Line Road right-of-way was unanimously approved in substantial form by Timnath’s Town Board, at an August 23, 2016, Timnath Town Board meeting; and

WHEREAS, Thornton has a property interest in the right-of-way, including future right-of-way, for County Line Road and Weld County Road 80 on the Thornton Properties; and

WHEREAS, Thornton has determined that this property interest is not required for use by Thornton, and Thornton has determined, in order to further the Project, that it is in its best interest to dedicate this property interest to Timnath; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. The City Council hereby approves the Intergovernmental Agreement (IGA) between the Town of Timnath and the City of Thornton, a copy of which is attached hereto and incorporated herein by this reference, and hereby directs the City Manager, on behalf of the City, to execute and the City Clerk to attest said IGA, or a modified IGA, as long as the modified IGA contains substantially the same terms and conditions as contained in the attached IGA.

2. That Thornton's property interest in the right-of-way, including future right-of-way, for County Line Road and Weld County Road 80 on the Thornton Properties are declared surplus property and may be dedicated to the Town of Timnath.

3. That the City Manager is hereby authorized to execute on behalf of Thornton: 1) the Town of Timnath's annexation application and petition or other documents as needed to allow the Town of Timnath to process the application as long as the documents are consistent with the terms of the IGA, or any other forms or documents necessary to fulfill the intent of the IGA; and 2) any forms or documents necessary to dedicate Thornton's property interest in the right-of-way, including future right-of-way, for County Line Road and Weld County Road 80 on the Thornton Properties to the Town of Timnath.

4. That the IGA shall not be in full force and effect until fully executed by both Thornton and the Town of Timnath and that full execution of the IGA is a condition precedent to dedication of Thornton’s property interest in the right-of-way on the Thornton Properties to the Town of Timnath.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on October 11, 2018.

CITY OF THORNTON, COLORADO

[Signature]
Heidi K. Williams, Mayor

ATTEST:

[Signature]
Nancy A. Vincent, City Clerk
Meeting Date: 04/11/17

Item: Ordinance 12, Series 2017, Zoning Map Amendment for the Thornton Farms located east of CR-1 (Latham Parkway) and north and south of WCR-80 and north of Highway 14 (Mulberry Road) - 1st Reading, and setting Public Hearing for April 25, 2017

Presented by:
Matt Blakely
Community Development Director

EXECUTIVE SUMMARY: This annexation consists of 3 parcels of land totaling 346.29 acres currently within Weld County. The properties are located to the north and south of and adjacent to WCR 80, and north of State Highway 14 (Mulberry Road) and east of LCR-1/WCR-13 (Latham Parkway). The applicant is proposing that the land remain as agricultural as there are no development plans for the foreseeable future. If and when development occurs the property will be required to comply with the Town’s Comprehensive Plan and establish appropriate zoning. The Agricultural zoning designation is intended to be a transitional zoning until development occurs. The petition has been reviewed against all applicable local code requirements and the Colorado Revised Statutes.

PLANNING COMMISSION ACTION ON 4/4/2017: At its regular scheduled meeting on April 4, 2017 the Planning Commission recommended approval to the Timnath Town council unanimously (5-0) by voice vote.

STAFF RECOMMENDATION: Staff recommends the approval of the Thornton Farms Rezoning

KEY POINTS/SUPPORTING INFORMATION:
Owner: City of Thornton
Applicant: Mark Koleber

Application Type: Rezoning  Case Number: RZ-2017-001

Parcel Size (Acres): 3 Parcels totaling Approximately 346.29 acres

Existing Zoning: AG – Weld County  Proposed Zoning: A (Agriculture) - Timnath
Existing Land Use: Farming  Proposed Land Use: Unchanged

Location: East of CR-1 (Latham Parkway) and north and south of WCR-80 and north of State Highway 14 (Mulberry Road).

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>Application Submitted</td>
<td>Annexation Application</td>
<td>08/16/16</td>
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<tr>
<td>Acceptance of Application</td>
<td></td>
<td>08/16/16</td>
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<tr>
<td>Application Submitted</td>
<td>Annexation Petition</td>
<td>02/21/17</td>
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<tr>
<td>Notice to Special Districts</td>
<td>Notice to Larimer County, Weld County, Weld RE-4 School District, North Weld Water District, Boxelder Sanitation District</td>
<td>03/10/17</td>
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<tr>
<td>Referral Agency Notification</td>
<td>Referral comments were due by 03/10/17.</td>
<td>02/27/17</td>
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<td>Comments Issued</td>
<td>Substantial compliance</td>
<td>03/17/17</td>
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<td>Town Council</td>
<td>Notifications in Fort Collins Coloradoan</td>
<td>03/10/17; 03/17/17; 03/24/17; 03/30/17</td>
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<tr>
<td>Notices</td>
<td>Public hearing</td>
<td>04/04/17</td>
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<tr>
<td>Planning Commission</td>
<td>Eligibility hearing</td>
<td>04/11/17</td>
</tr>
<tr>
<td>Town Council</td>
<td>Second reading</td>
<td>04/25/17</td>
</tr>
</tbody>
</table>

**SERVICES:**

- **Water:** North Weld County Water District
- **Sewer:** Boxelder Sanitation District
- **Fire:** Poudre Fire Authority
- **Special Districts:** N/A

**Adjacent Zoning/Land Uses:**

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>AG (Unincorporated Weld County)</td>
<td>Farming</td>
</tr>
<tr>
<td>South</td>
<td>AG (Unincorporated Weld County)</td>
<td>Farming</td>
</tr>
<tr>
<td>East</td>
<td>FA-1 (Unincorporated Larimer County)</td>
<td>Vacant/farming</td>
</tr>
<tr>
<td>West</td>
<td>AG (Unincorporated Weld County)</td>
<td>Vacant/farming</td>
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**ADVANTAGES:**

- Increase in the amount of land within the Town of Timnath
- Secure a contiguous ROW along Larimer CR-1/ Weld CR-13 to be able to allow for future water line improvements to be installed within the ROW
- Annex land within Weld County and foster a relationship with Weld County
- Sets the stage to enter into a cooperative planning agreement with Weld County

**DISADVANTAGES:**

- Increase in police services supplied by Town Officers
- Increase in road infrastructure requiring Town maintenance
<table>
<thead>
<tr>
<th>FINANCIAL IMPACT:</th>
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<tbody>
<tr>
<td>• Increase in use tax and property taxes</td>
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</table>

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<tr>
<th>RECOMMENDED MOTION:</th>
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<tbody>
<tr>
<td>• I move to recommend approval of Ordinance 12, Series 2017 the Rezoning Amendment for Thornton Farms Annexations, 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.</td>
</tr>
</tbody>
</table>

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<tr>
<th>ATTACHMENTS:</th>
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<tbody>
<tr>
<td>1. Ordinance</td>
</tr>
<tr>
<td>2. Zoning Map</td>
</tr>
</tbody>
</table>
AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF TIMNATH FOR THE PURPOSE OF ZONING CERTAIN REAL PROPERTY TO BE KNOWN AS THE THORNTON FARMS ANNEXATIONS GENERALLY LOCATED EAST OF CR-1 (LATHAM PARKWAY) AND NORTH AND SOUTH OF WCR-80 AND NORTH OF STATE HIGHWAY 14

WHEREAS, The City of Thornton has submitted a request for zoning of real property within the Town of Timnath more particularly described in Exhibit A and attached hereto and incorporated herein by this reference; and

WHEREAS, the Town Council finds the location of the zoning to be appropriate and in conformance with the Town Comprehensive Plan; and

WHEREAS, the zone change was recommended for approval to A - Agriculture at a public hearing held by the Town of Timnath Planning Commission on Tuesday, April 4, 2017.

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

Section 1. Property Zoned

That Article 3 of the Timnath Land Use Codes and the map referred to therein as the "Official Zoning Map of the Town of Timnath", said map being part of said Zoning Code and showing the boundaries of the district specified, shall be and the same is hereby amended in the following particulars, to wit:

A – Agriculture – See attached Exhibit A (legal description) and Exhibit B (zoning map)

Section 2. Public Hearing

The Town Council held a public hearing on Tuesday, April 25, 2017 regarding the zoning of the property.

Section 3. Severability

If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or parts be declared unconstitutional or invalid.
Section 4. Effective Date

This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.


TOWN OF TIMNATH, COLORADO

________________________________________
Jill Grossman-Belisle, Mayor

ATTEST:

________________________________________
Milissa Peters, CMC
Town Clerk
EXHIBIT A

Certificate Of Zoning

The property was zoned at the time of annexation as follows by C.R.S. 38-11-5, PROHIBITED FROM ANY USE OTHER THAN AGRICULTURE.

Legal Description:

PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 NORTHEAST, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF LAERMIN, STATE OF COLORADO AND PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TENSHIPS 7 NORTH, RANGE 57 WEST FOR THE PURPOSE OF PHE AND TO THE PROPERTY AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 57 WEST, AND RUNNING DUE SOUTH 350.00 FEET TO POINT ON THE WESTERLY RIGHT-OF-WAY OF LARMER COUNTY ROAD 44,

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°30'00" WEST, A DISTANCE OF 330.00 FEET TO A POINT ON THE NORTHWEST QUARTER CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 57 WEST,

THENCE ALONG SAID NORTH EASTERLY LINE, EAST 00°30'00" WEST, A DISTANCE OF 330.00 FEET TO THE POINT WHERE THE WESTERLY RIGHT-OF-WAY OF LARMER COUNTY ROAD 44 CROSS THE SOUTH EASTERLY LINES OF PARCEL 1053096.00 AND THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 57 WEST,

THENCE ALONG SAID SOUTH EASTERLY LINE, EAST 00°30'00" WEST, A DISTANCE OF 330.00 FEET TO THE POINT WHERE THE WESTERLY RIGHT-OF-WAY OF LARMER COUNTY ROAD 44 CROSS THE SOUTH EASTERLY LINES OF PARCEL 1053096.00 AND THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 57 WEST,

THENCE ALONG SAID LEFT-EASTERLY LINE, SOUTH 00°30'00" EAST, A DISTANCE OF 330.00 FEET TO THE POINT WHERE THE WESTERLY RIGHT-OF-WAY OF LARMER COUNTY ROAD 44 CROSS THE SOUTH EASTERLY LINES OF PARCEL 1053096.00 AND THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 57 WEST,

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EXHIBIT B

Zoning Map

[attached]