



**TOWN OF MILLIKEN  
TOWN BOARD  
AGENDA MEMORANDUM**

To: Mayor Tokunaga and Town Board of Trustees		Public Hearing Date: July 22, 2015	
From: Bill Landwehr, Public Works Director			
Via: Kent Brown, Town Administrator			
Agenda Item #	Action:	Discussion:	Information:
	x		
Agenda Title: Consideration and recommend approval of an Intergovernmental Agreement with Weld County for the improvement and repaving of WCR 19 from State Highway 60 to WCR 42.			
Attachments: Intergovernmental Agreement for the Improvement of WCR 19			

**PURPOSE**

To consider a request from Weld County to approve an intergovernmental agreement to repave a section of WCR 19 from SH 60 to WCR 42.

**BACKGROUND INFORMATION**

In 2014, Weld County requested collaboration with the Town of Milliken to repave a section of WCR 19. A portion of the section of WCR 19 between SH 60 and WCR 42 is within the Town of Milliken and is the Town’s responsibility. Town staff expressed support for the project and it was viewed as an opportunity to leverage county funds to lower the overall cost to the Town and to work collaboratively with Weld County. The preliminary estimate was approximately \$200,000 according to the 2015 Budget message produced by Finance Director Murphy and town staff. The Town of Milliken had reserved funds (\$109,500) within the street fund to cover this project.

The proposed agreement states that the Town will provide \$41, 219.77 towards the project. Obviously, this is a significant reduction from the estimate in 2014. The project consists of a 4” mill and overlay for WCR 19. Weld County had stated they had bumped this project to the following year but now we have found time in their schedule.

The following is an estimate for the materials for the Town of Milliken's ¼ of a mile:

**Milliken Materials Portion**

Item	Cost
100 ft 18" CMP	\$761.00
8 bands	\$121.76
48 ft of 36" RCP	\$3,108.00
48 ft of 18" RCP	\$2,577.60
Washed Rock (bedding)	\$249.75
Flo-fill Concrete	\$501.60
Asphalt Patching	\$1,900.06
Asphalt Overlay	\$32,000.00
Total	\$41,219.77

**STAFF RECOMMENDATION**

Staff recommends that the Town Board of Trustees approve the County of Weld's Intergovernmental Agreement for the improvement and repaving of WCR 19 from State Highway 60 to WCR 42.

**BUDGET IMPLICATONS**

The request for the Town's participation is \$41,219.77. The budget set aside in reserve for the WCR 19 project in the 2015 budget was \$109,500.

**POSSIBLE MOTION**

"I move to approve the intergovernmental agreement for the Improvement of WCR 19 from State Highway 60 to WCR 42 Construction Improvements in Milliken, Colorado."

INTERGOVERNMENTAL AGREEMENT FOR THE IMPROVEMENT OF WCR 19 FROM  
SH 60 TO CR 42 CONSTRUCTION IMPROVEMENTS IN MILLIKEN, COLORADO

THIS AGREEMENT is entered into this \_\_\_ day of July, 2015, by and between the Town of Milliken, a municipal corporation of the State of Colorado, whose address is 1101 Broad Street, Milliken CO 80543, hereinafter referred to as "Town," and the County of Weld, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of Weld, whose address is 1150 O Street, P.O. Box 758, Greeley, Colorado 80632, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, County desires to repave CR 19 from SH 60 to CR 42 which includes a quarter mile of the Town's jurisdiction. The Town will provide \$41, 219.77 to assist in the Repaving of CR 19 from SH 60 to CR 42, and

WHEREAS, the repaving of the Town's quarter mile supplied by the County does not constitute agreement or consent by County to own and/or assume maintenance responsibilities of the section of CR 19, and

WHEREAS, such Agreements are authorized by C.R.S. § 29-1-203 and Colorado Constitution Article XIV, § 18(2)(a).

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the parties hereto agree as follows:

1. TERM:

The term of this Agreement shall be from the date first written above to and until completion of the repaving of CR 19 between SH 60 and CR 42.

2. COUNTY AGREES TO:

a. Supply staff and equipment to complete the repaving project.

3. TOWN AGREES TO:

a. Perform all necessary maintenance on CR 19 within its jurisdiction following completion of the Repaving Project and thereafter, without expectation of payment of funds by County to Town to perform said maintenance.

4. SEVERABILITY:

If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the parties hereto.

5. NO THIRD PARTY BENEFICIARY ENFORCEMENT:

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

6. MODIFICATION AND BREACH:

This Agreement contains the entire agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

7. FUND AVAILABILITY.

Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Execution of this Agreement by County does not create an obligation on the part of County to expend funds not otherwise appropriated in each succeeding year.

8. GOVERNMENTAL IMMUNITY.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

WELD COUNTY:  
ATTEST:  
Weld County Clerk to the Board

BY: \_\_\_\_\_  
Deputy Clerk to the Board

APPROVED AS TO FUNDING:

\_\_\_\_\_  
Controller

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

BOARD OF COUNTY COMMISSIONERS  
WELD COUNTY, COLORADO

\_\_\_\_\_  
Barbara Kirkmeyer, Chair

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Elected Official or Department Head

\_\_\_\_\_  
Director of General Services

ATTEST:

TOWN OF MILLIKEN, a municipal  
corporation of the State of Colorado

By: \_\_\_\_\_  
Cheryl Powell, Town Clerk

By: \_\_\_\_\_  
Milt Tokunaga, Mayor