

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 22, SERIES 2025**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
WELD COUNTY FOR GRAVEL ROAD MAINTENANCE AND SNOW REMOVAL**

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

**WHEREAS**, attached hereto is an Intergovernmental Agreement (the “IGA”); and

**WHEREAS**, the Town of Timnath (“Town”), the custodian of a portion of Weld County Road 15 shown on Exhibit A to the IGA (the “Map”), has agreed to enter into an IGA with Weld County; and

**WHEREAS**, the IGA will be for the purposes of providing appropriate ongoing maintenance of Weld County Road 15, which is necessary for the public good and in the best interest of the community; and

**WHEREAS**, approving the IGA to allow Weld County to carry out the maintenance of Weld County Road 15 while providing compensation to Weld County for said maintenance services is in accordance with agreed terms; and

**WHEREAS**, the Town Council is familiar with the IGA and finds it to be in the best interest of the Town, its residents, and the general public.

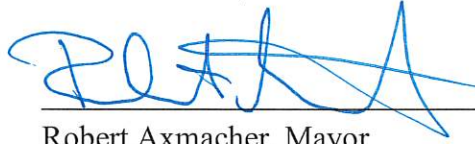
**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**

**Section 1. Approval**

The Intergovernmental Agreement with Weld County for gravel road maintenance and snow removal is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Public Works Director, Town Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MARCH 11, 2025.**

**TOWN OF TIMNATH, COLORADO**



Robert Axmacher, Mayor

**ATTEST:**



Milissa Peters-Garcia, MMC  
Town Clerk



**EXHIBIT A**

INTERGOVERNMENT AGREEMENT WITH WELD COUNTY

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INTERGOVERNMENTAL AGREEMENT BETWEEN WELD COUNTY AND TOWN OF  
Timnath, COLORADO

**GRAVEL ROAD MAINTENANCE AND SNOW REMOVAL**

THIS AGREEMENT made and entered into this 2<sup>nd</sup> day of April, 2025, by and between the Town of Timnath, Colorado, a municipal corporation of the State of Colorado, whose address is 4750 Signal Tree Drive, Timnath Co 80547 hereinafter referred to as "TOWN" and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado whose address is P.O. Box 758, 1150 O Street, Greeley, Colorado 80632, hereinafter referred to as "COUNTY".

**WTNESSETH:**

WHEREAS, Agreements between Weld County and other governmental entities are authorized and provided for by the provisions of Section 29-1-203, C.R.S., and so provided for by Section 2-3 of the Weld County Home Rule Charter, and

WHEREAS, COUNTY is responsible for maintaining the roadways within the unincorporated portions of Weld County by and through its Public Works Department, and

WHEREAS, TOWN is responsible for maintaining its streets and roadways within its town boundaries, and

WHEREAS, TOWN has annexed a portion of WCR 15 (See Exhibit A) and wishes the COUNTY to perform gravel road maintenance and snow removal services on approximately .50 miles of WCR 15 within the TOWN's jurisdiction, which are hereinafter referred to as "ANNEXED ROADS". COUNTY is agreeable to performing said services pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be in effect from its date of signing and shall automatically renew annually for successive one-year periods upon the expiration of the initial term and any renewal term, unless earlier terminated as set forth in Section 4, below, or a written notice of non-renewal is given by COUNTY to TOWN at least 90 calendar days prior to the expiration of the term then in effect.
2. **WELD COUNTY OBLIGATIONS:** COUNTY agrees to perform roadway grading services on an as needed basis and to remove snow from the ANNEXED ROADS shown on Exhibit A.

3. TIMNATH OBLIGATIONS: TOWN also agrees to remain responsible for other infrastructure needs (i.e. gravel resurfacing, road base, culvert replacements, road sign placement and/or replacements, etc.) on the ANNEXED ROADS shown on Exhibit A.

TOWN agrees to pay COUNTY for the services rendered under this Agreement at the total cost of labor, equipment, and materials incurred to perform said services. COUNTY shall bill TOWN on a yearly basis for those services, which have been performed in said period. To assist the TOWN in budgeting for this agreement, the COUNTY shall advise the TOWN of current hourly cost for an operated motor grader by November 15<sup>th</sup> of each year. If no information is provided by the date noted above, the TOWN may use the rate provided in the previous year. The 2025 rate for an operated motor grader is \$76.27 per hour.

4. After consultation with the TOWN, the COUNTY shall apply gravel when the material is necessary to properly maintain a road segment. The TOWN shall furnish the gravel necessary for the maintenance operation on the schedule provided by the COUNTY.
5. When a roadway segment appears to be approaching or exceeding an Average Annual Daily Traffic (AADT) of 200 vehicles per day, the COUNTY shall perform a traffic count. The TOWN will reimburse the COUNTY for labor and equipment for the traffic count taken by the COUNTY.
6. TOWN will provide dust suppressant or dust control for roads that have an AADT in excess of 200 vehicles per day based on two sets of 72-hour counts taken within 90 days of each other in lieu of grading. County will continue to provide snow removal, and Town will continue to provide gravel and dust suppressant as deemed necessary for said roads exceeding AADT of 200 vehicles per day.
7. TERMINATION: This agreement may be terminated by either party upon providing to the other party written notice of such termination at least 90 days prior to the projected date of termination.
8. NON-ASSIGNMENT: This Agreement shall not be assignable without prior written consent of Weld County or Timnath, whichever is the non-assigning party.
9. GOVERNMENTAL IMMUNITY AND INSURANCE: Both COUNTY and TOWN acknowledge that each party is a governmental entity immune from certain liability pursuant to the Colorado Governmental Immunity Act §§ 24-10-101 C.R.S., et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied of any of the immunities, rights, benefits, protections, limitations, or other provisions of the Colorado Governmental Immunity Act §§ 24-10- 101 C.R.S., et seq, as applicable not or hereafter amended. Both COUNTY and TOWN shall name the other as an additional insured for all standard coverages provided in each Party's property

insurance or general liability policy (ies) and covering liability of the insured arising out of bodily injury and/ or property damage in connection with the work performed by either Party pursuant to the terms of this Agreement.

[reserved]

10. **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 expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
11. **ENTIRE AGREEMENT:** This Agreement, together with the exhibits hereto attached, constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents, and assigns and shall inure to the benefit of the respective survivors, heirs, personal representative, successors, and assigns of the Parties.  
  
The parties hereby agree that neither has made or authorized any Agreement with respect to the subject matter of this Agreement other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.  
  
This Agreement may be changed or supplemented only by a written instrument signed by both parties.
12. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of 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.
13. **WARRANTY:** COUNTY, by and through this Intergovernmental Agreement and upon its promise to perform the road maintenance and snow removal services described herein, makes no warranty, either express or implied, that such services will meet any standards or requirements other than those typically followed by COUNTY in performing such work upon County roadways.
14. **INTERRUPTIONS:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its

reasonable control, including, but not limited to Acts of God, fires, strikes, war, flood, earthquakes, or Governmental actions.

- 15. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute shall be in the District Court of Weld County.
- 16. **NOTICES:** All notices required herein shall be personally delivered or mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

TOWN OF TIMNATH

Earl Smith  
Town Engineer and Facility Manager  
4750 Signal Tree Drive  
Timnath, CO 80547  
970-224-3211

WELD COUNTY

Curtis Hall  
Director of Public Works  
PO Box 758, 1111 H Street  
Greeley, CO 80632  
970-400-3721

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2nd  
Day of April, 2025.

ATTEST:

TOWN OF Timnath, COLORADO

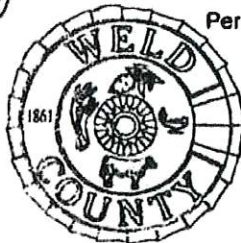
By: Milissa Peters-Garcia  
Milissa Peters-Garcia, Town Clerk

By: Robert Axmacher  
Robert Axmacher, Mayor

ATTEST Cather G. Meick BOARD OF COUNTY COMMISSIONERS  
Weld County Clerk to the Board WELD COUNTY, COLORADO

By: Houston Aragon  
Deputy Clerk to the Board

By: Perry L. Buck  
Perry L. Buck, Chair



APR 02 2025

2025-0913

# Exhibit A

