

**AN INTERGOVERNMENTAL AGREEMENT REGARDING COORIDOR ROAD  
CROSS SECTION STANDARDS FOR HARMONY ROAD/WELD COUNTY ROAD  
74 BETWEEN INTERSTATE 25 AND WELD COUNTY ROAD 39 AMONG THE  
TOWNS OF TIMNATH, WINDSOR, SEVERANCE, EATON, AND WELD COUNTY**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into by and among the Town of Timnath, a municipal corporation of the State of Colorado, whose address is 4800 Goodman Street, Timnath CO, 80547, the Town of Windsor, a municipal corporation of the State of Colorado, whose address is 301 Walnut Street, Windsor, CO 80550, the Town of Severance, a municipal corporation of the State of Colorado, whose address is PO Box 339, Severance, Colorado 80546, the Town of Eaton, a municipal corporation of the State of Colorado, whose address is 223 1st Street, Eaton, Colorado 80615, (all of which may be referred to collectively as “the Towns”), 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 PO Box 758, Greeley, Colorado 80632. The parties hereto may be referred to herein collectively as “the Parties.”

**WHEREAS**, the Parties are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions which they are authorized by law to perform on their own; and

**WHEREAS**, the Town of Severance has prepared an Intergovernmental Agreement (the “AGREEMENT”) for Harmony Road/Weld County Road 74 Corridor (“74 Corridor”) between Interstate 25 and Weld County Road 39 with assistance from representatives from the listed entities, attached hereto and incorporated herein by reference, which each party hereto has adopted by resolution, and

**WHEREAS**, the Parties along the 74 Corridor are experiencing exponential growth and believe that a coordinated design of a road cross section is necessary to ensure uniformity throughout the entire corridor; and

**WHEREAS**, the Parties desire to provide for the coordinated regulation of road cross section design relating to the 74 Corridor roadways to maintain the efficient and smooth flow of traffic, to reduce the potential for traffic accidents, to protect the functional level and optimal traffic capacity, and to protect the public health, safety and welfare; and

**WHEREAS**, following the execution of this AGREEMENT Severance, Eaton, and Weld County agree to pursue the completion of an Access Control Plan for the 74 Corridor east of State Highway 257. Each community will designate a representative for both a technical advisory committee and an elected official policy committee.

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

1. **74 CORRIDOR AGREEMENT & EXHIBITS**: By and through their signatures hereunder, the Parties hereby adopt, accept and agree to the policies set forth in this agreement and

the attached road cross section exhibits (EXHIBIT A and B), as amended. The Parties acknowledge that in areas where development has already occurred, where significant land use planning has progressed at variance from the standards adopted herein, or development plans have previously been approved but not undertaken, the acquisition of right-of-way to construct the agreed-upon road cross section may not be feasible. Under these circumstances, all Parties shall to the best of their ability adhere to the general consistencies and design of Exhibit A and B. Within the boundaries of their respective jurisdictions, , the Parties shall retain their rights to regulate road spacing, traffic movements and traffic signals.

2. ENFORCEMENT POWER: This Agreement is intended to be in furtherance of the exercise of the general enforcement power of each Party hereto, and nothing herein shall be construed to be a waiver by the Parties of their respective enforcement power.
3. NECESSARY PROCEDURES: By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to contract and execute this Agreement have been performed, and that the persons signing for each Party have been duly authorized by his or her governing body to do so.
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. GOVERNMENTAL IMMUNITY: No portion of this agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess under federal or state constitutional, statutory, or common law.
6. 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.
7. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the parties with respect to road cross-section design, and supersedes any other agreements, whether oral or written, concerning 74 Corridor as to its subject matter.
8. MODIFICATION: 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.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:  
Weld County Clerk to the Board

COUNTY OF WELD, a political  
subdivision of the State of Colorado

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

By: \_\_\_\_\_  
Steve Moreno, Chair  
Board of County Commissioners  
of the County of Weld

ATTEST:

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

By: \_\_\_\_\_  
Betty Mauch, Town Clerk

By: \_\_\_\_\_  
Donald M. McLeod,

Mayor

Date: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
Erika "Chris" Bagley, Town Clerk

By: \_\_\_\_\_  
Kevin Ross, Mayor

Date: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
Milissa Peters, Town Clerk

By: \_\_\_\_\_  
Jill Grossman-Belisle, Mayor

Date: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_  
Amanda Mehlenbacher, Deputy Town Clerk

By: \_\_\_\_\_  
Kristie Melendez, Mayor

Date: \_\_\_\_\_

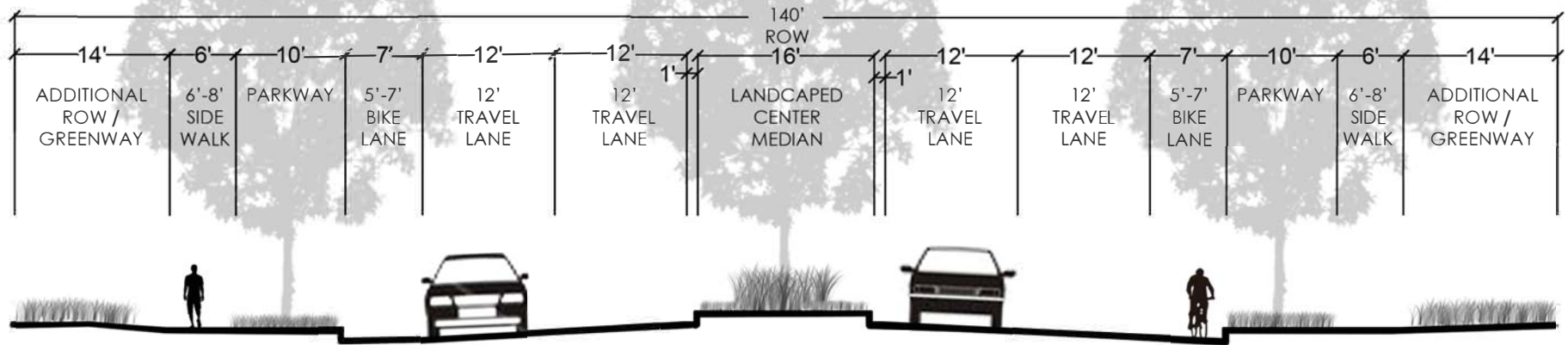


EXHIBIT A  
SUBURBAN CORRIDOR  
CROSS SECTION

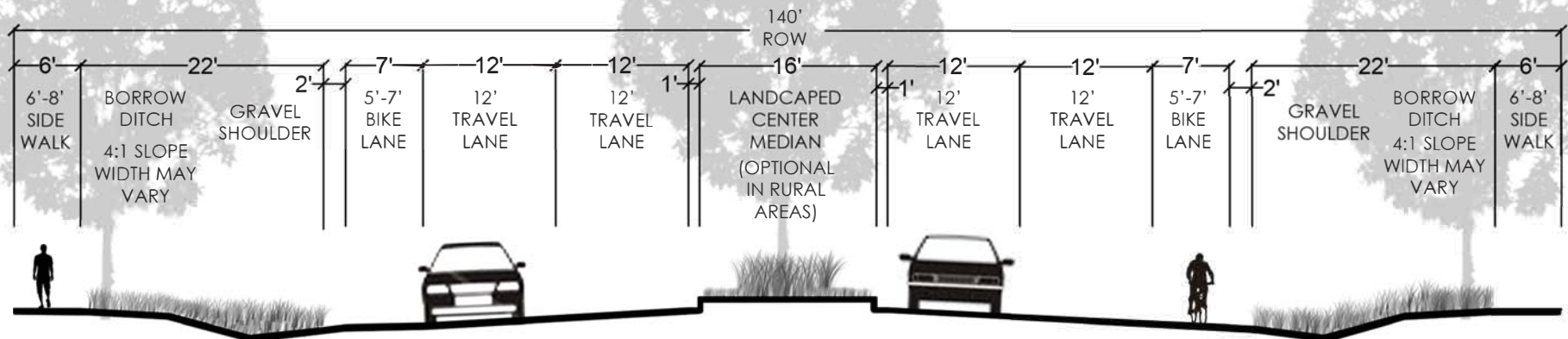


EXHIBIT B  
RURAL CORRIDOR  
CROSS SECTION

NOTE: THESE CROSS SECTIONS ARE INTENDED TO REPRESENT A GENERAL STANDARD, SOME DEVIATION MAY OCCUR AT THE DISGRESSION OF EACH SPECIFIC COMMUNITY ALONG THE 74 CORRIDOR.