



TOWN BOARD AGENDA

Wednesday, July 1, 2026 at 5:30 PM

MEETING LOCATION

1201 Broad Street, Meeting House, Milliken, CO 80543

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Agenda Approval**
5. **Action Agenda**
 - a. **Approval of Temporary Construction Easement Agreement with Michael Mason for Flood Improvement Project**
Kevin Koelbel, Community Development Director
 - b. **Possible Executive Session to Consider Input Regarding Finalists for Town Administrator Position**
Matthew Gould, Town Attorney
 - c. **Selection of New Town Administrator Subject to Appointment or Employment at a Later Date.**
Matthew Gould, Town Attorney
6. **Other Business**
7. **Adjournment**

ACCOMMODATION NOTICE

The Town of Milliken complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public's access to and participating in public meetings is a priority for the Town of Milliken.

In the event you are in need of reasonable accommodation in order to attend or participate in a public meeting conducted by the Town of Milliken, please contact the Town Clerk, Caree Rinebarger at (970) 660-5045 within 3 to 5 days before the scheduled meeting date, in order to allow the Town to better accommodate your request.

NOTE:

Agendas will be published no later than 24-hours prior to the meeting.

Headings in this agenda are for organizational purposes only. The Board of Trustees may take formal action on any matter reasonably related to any item listed under any section of this agenda. *Town of Marble v. Darien*, 181 P.3d 1148 (Colo. 2008); *Benson*

v. McCormick, 578 P.2d 651 (1978).

Contact: Caree Rinebarger, Town Clerk
CRinebarger@town.milliken.co.us | (970) 587-4331



**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees Meeting Date:
From: Kevin Koelbel, Community Development Director July 1, 2026
Via: Steven Krolczyk, Interim Town Administrator

Item Category: Agreements

Agenda Title: Approval of Temporary Construction Easement Agreement with Michael Mason for Flood Improvement Project

Attachments:

- 1. Temporary Const Easement - Michael Mason

PURPOSE

Approving and authorizing the Mayor to sign a Temporary Construction Easement Agreement between the Town of Milliken and Michael Mason to facilitate construction activities associated with the Town's flood improvement project.

BACKGROUND

The Town is working to address floodplain impacts associated with fill that was previously placed within the Little Thompson River floodplain and floodway. As part of that effort, the Town has completed a hydraulic analysis and developed a flood improvement project intended to correct and mitigate those impacts.

A portion of the planned work must occur on property owned by Michael Mason. The Temporary Construction Easement gives the Town the ability to temporarily access the property to perform grading, construction, and related activities necessary to complete the project. Without access to this property, the Town would be unable to complete the flood improvement work as designed.

BUDGET IMPLICATIONS

STAFF RECOMMENDATIONS

Staff recommends approval of the Temporary Construction Easement Agreement with

Michael Mason for Flood Improvement Project

SUGGESTED MOTION

I move to approve the Temporary Construction Easement Agreement with Michael Mason for Flood Improvement Project and direct the mayor to sign such agreement

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is effective this ___ day of _____, 2026 by and between Michael Mason, an individual, (“Grantor”), and the Town of Milliken, a Colorado statutory municipality, (Grantee”). Grantor and Grantee may be collectively referred to herein as “Parties”.

RECITALS

WHEREAS, the Grantor owns certain property located within Weld County and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Grantee will require use of the Property for construction of flood improvements shown in **Exhibit B** attached hereto and incorporated herein by this reference (the "Project").

NOW THEREFORE, in consideration of the sum of Ten Dollars and other material consideration, the receipt and sufficiency of which is acknowledged, the Grantor hereby grants to the Grantee a temporary construction easement on the Property (the “Temporary Construction Easement”) for the purpose of performing activities necessary for the Project, subject to the following terms and conditions:

1. Grantee shall provide Grantor written notice of the date on which Grantee intends to begin using the Property for the Project (the "Commencement Date") at least forty-eight (48) hours prior to entering onto the Property. Thereafter, Grantee may access the Property as reasonably necessary to complete the Project upon providing reasonable advance notice to Grantor.
2. The term of this Temporary Construction Easement shall commence on the Commencement Date and shall expire upon the earlier of: (a) ninety (90) days following the Commencement Date; or (b) the date on which Grantor has completed the work associated with the Project, verified that such work has been completed in substantial conformance with the approved plans, and provided written notice to Grantee that the work is complete. Upon such expiration, this Temporary Construction Easement shall be of no further force or effect unless extended pursuant to Paragraph 3, below.
3. Grantee shall have the option to extend the term of this Temporary Construction Easement for up to one (1) additional ninety (90) day term. Such extension may be exercised by Grantee by providing written notice to Grantor of Grantee’s intent to exercise such option, together with payment for such extension term, prior to the end of the then-current term.
4. As a condition to the grant of this Temporary Construction Easement, the Grantee covenants and agrees that, prior to the expiration or termination of this Temporary Construction Easement, Grantee will restore the Property to substantially the same condition that existed immediately prior to Grantee’s entrance thereon in connection with the Project. At all times while this Temporary Construction Easement is effective, Grantee shall require its contractors to indemnify Grantor for any damages to persons or property caused by their negligent acts or omissions in furtherance of the Project or by their use of or presence on the Property

pursuant to this Temporary Construction Easement, including their subcontractors.

5. During the term of this Temporary Construction Easement, Grantor shall not erect or construct or allow to be erected or constructed any building or other structure within said Temporary Construction Easement that may interfere with Grantee's full enjoyment of the rights hereunder.
6. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument 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.
7. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.
8. Each signatory to this easement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this easement on behalf of the party for which he or she signs and that this Temporary Construction Easement Agreement will be binding on such party and enforceable in accordance with its terms.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Temporary Construction Easement Agreement to be effective as of the date first above written.

GRANTOR:

MICHAEL MASON

By: _____

APPROVED AS TO FORM:

_____, Attorney for Michael Mason

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by Michael Mason, an individual.

Witness my hand and official seal:

My Commission Expires: _____

Notary Public

GRANTEE:

TOWN OF MILLIKEN, a Colorado
statutory town

By: _____
Elizabeth Austin, Mayor

ATTEST:

Caree Rinebarger, Town Clerk

APPROVED AS TO FORM:

Matthew Gould, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2026 by Elizabeth Austin the Mayor of the Town of Milliken, Colorado, a Colorado statutory town.

Witness my hand and official seal:

My Commission Expires: _____

Notary Public

Exhibit A

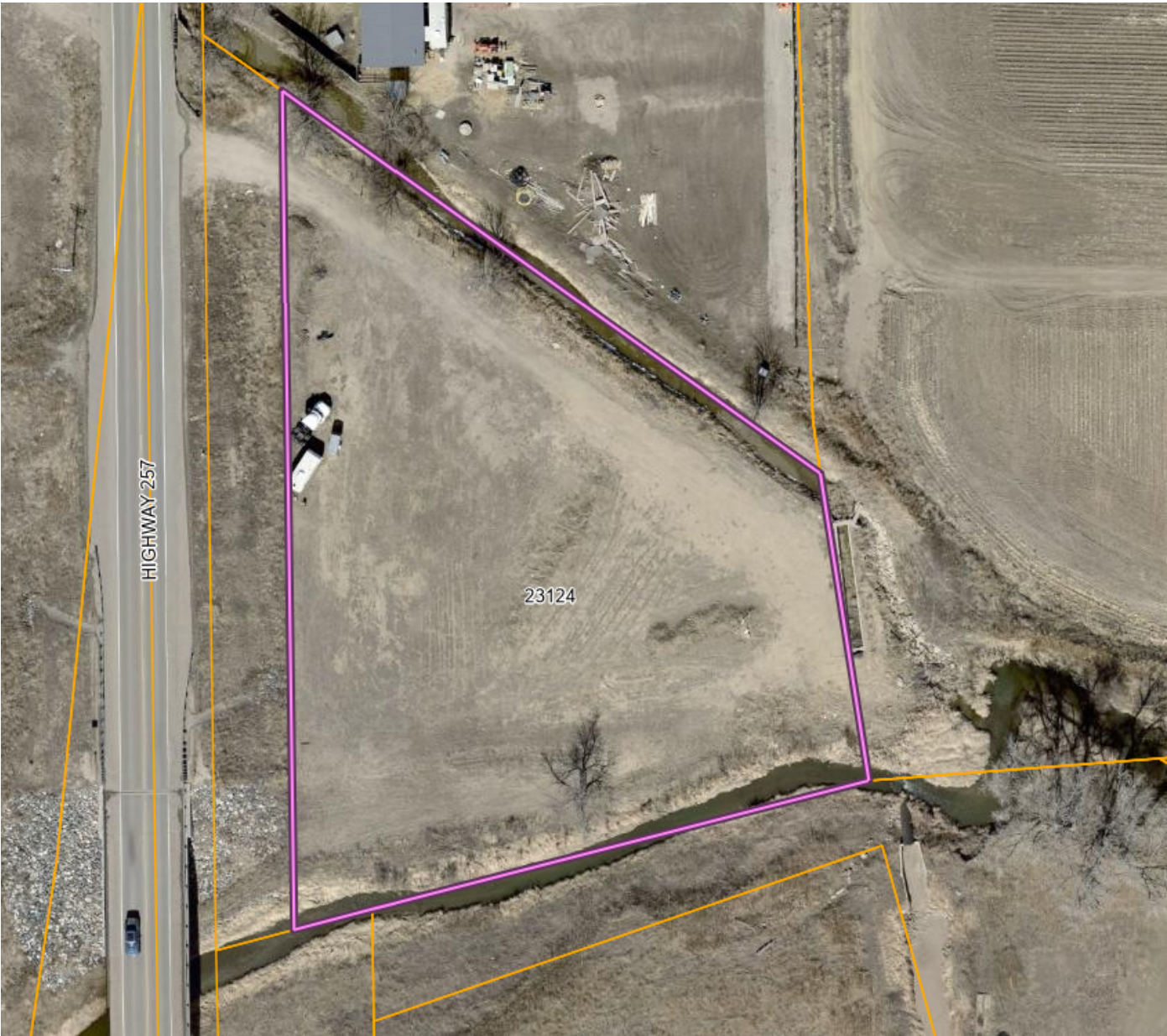


Exhibit B





5.b.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Matthew Gould, Town Attorney
Via: Steven Krolczyk, Interim Town Administrator

Meeting Date:
July 1, 2026

Item Category: Executive Sessions

Agenda Title: Possible Executive Session to Consider Input Regarding Finalists for Town Administrator Position

Attachments:
None

PURPOSE

To consider input following interaction with finalists for the position of town administrator and to instruct negotiators.

BACKGROUND

The previous town administrator retired effective June 1, 2026, and a staff member has been designated to fulfill the duties of town administrator on a temporary basis pending the hiring and appointment of a town administrator. In accordance with the process developed by the board for identifying candidates and filling the position of town administrator, staff and other input has been solicited.

BUDGET IMPLICATIONS

N/A

STAFF RECOMMENDATIONS

N/A

SUGGESTED MOTION

I move that we enter executive session pursuant to section 24-6-402(4)(f) of the Colorado Revised Statutes for the purpose of considering a personnel matter related to selection of a town administrator from among the finalists and specifically to consider input received and section 24-6-402(4)(e) of the statutes for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators with respect to a new town administrator contract.



5.c.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Matthew Gould, Town Attorney
Via: Steven Krolczyk, Interim Town Administrator

Meeting Date:
July 1, 2026

Item Category: Discussion Agenda

Agenda Title: Selection of New Town Administrator Subject to Appointment or Employment at a Later Date.

Attachments:
None

PURPOSE

To deliberate and select a new town administrator subject to offer of appointment or employment to occur at a future date following approval of contract terms, which are to be negotiated.

BACKGROUND

The previous town administrator retired effective June 1, 2026, and a staff member has been designated to fulfill the duties of town administrator on a temporary basis pending the hiring and appointment of a Town Administrator. Candidates have been interviewed and finalists identified.

BUDGET IMPLICATIONS

The budget provides for employment of a town administrator.

STAFF RECOMMENDATIONS

N/A

SUGGESTED MOTION

I move to designate ___ as the individual selected for the town administrator position subject to extension of an offer of appointment or employment to occur a later date following contract negotiation.