01/11/10

INTERGOVERNMENTAL AG/REEMENT
BY AND AMONG THE TOWN OF SILT, GARFIELD COUNTY,
AND
THE STATE OF COLORADO
BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION

UNITED STATES HIGHWAY 6 (SILT) AND RIVER FRONTAGE ROAD ACCESS CONTROL PLAN, MP 97.946 – MP 102.481

THIS AGREEMENT is entered into effective as of the _____ day of _____ 2010, by and among the Town of Silt (hereafter referred to as the "Town"), Garfield County (hereafter referred to as the "County"), and the State of Colorado, Department of Transportation (hereafter referred to as the "Department"), all of the parties being referred to collectively herein as the "Agencies" or solely as an "Agency".

WITNESSETH:

WHEREAS, the Agencies 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, each Agency is authorized by Section 43-2-147(1)(a), C.R.S., to regulate access to public highways within its jurisdiction; and

WHEREAS, the coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic without compromising pedestrian and alternative modes of transportation circulation, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals, and to protect the public health, safety and welfare; and

WHEREAS, the Agencies desire to provide for the coordinated regulation of vehicular access for the section of United States Highway 6 and the River Frontage Road between Ukele Lane (MP 97.946) east to the Interstate 70 overpass (MP 102.481) (hereafter referred to as the "Segments"), which is within the jurisdiction of the Agencies; and

WHEREAS, the Agencies desire to collaborate to assure all transportation modes including pedestrian, bicycle, and mass transit are given sufficient consideration and adequate funding support with each transportation improvement project that affects access within the identified project limits; and

WHEREAS, the Agencies are authorized pursuant to Section 2.12 of the 2002 State Highway Access Code, 2 C.C.R. 601-1 (the "Access Code") to achieve such objective by written agreement among themselves adopting and implementing a comprehensive and mutually acceptable highway access control plan for the Segment for the purposes above recited; and

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. This Agreement and the conclusions made in accordance with the Agreement shall constitute an approved Access Control Plan for the Segment, within the meaning of Section 2.12 of the Access Code.

2. The Agencies shall regulate access to the Segment in compliance with the Highway Access Law, Section 43-2-147, C.R.S. (the "Access Law"), the Access Code, and this Agreement including Exhibit A ("Appendix A. United States Highway 6/River Frontage Road Access Control Plan") – which exhibit by this reference is hereby incorporated into this document as though fully set forth herein. Vehicular access to the Segment shall be permitted only when such access is in compliance with the Access Law, the Access Code, and this Agreement, including Exhibit A.

3. Accesses which were in existence and fully complied with the Access Law prior to the effective date of this Agreement may continue in existence until such time as a change in the access is required by the Access Law, the Access Code, or this Agreement or in the course of highway construction. When closure, modification, or relocation of access is required, the Agency(ies) having jurisdiction shall utilize appropriate legal process to affect such action.

4. Actions taken by any Agency with regard to transportation planning and traffic operations within the areas described in Exhibit A to this Agreement shall be in conformity with this Agreement. As per Code Section 2.12 (3), design waivers may be approved if agreed upon by all of the participating Agencies. Each Agency may conduct an independent review and all participating Agencies must concur on the design waiver in order for its approval.

5. Lots or parcels of real property created after the effective date of this Agreement that adjoin the Segment shall not be provided with direct access to the Segment unless the location, use, and design thereof conform to the provisions of this Agreement.

6. This Agreement is based upon and is intended to be consistent with the Access Law and the Access Code as now or hereafter constituted. An amendment to either the Access Law or the Access Code which becomes effective after the effective date of this Agreement and which conflicts irreconcilably with an express provision of this Agreement may be grounds for revision of this Agreement. Conflicts shall be submitted to the Agencies for their review and revision of this Agreement.

7. This Agreement does not create any current financial obligation for any Agency. Any future financial obligation of any Agency shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or

affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, but, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director as applicable. All financial obligations of the Agencies hereunder shall be contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available.

8. Should any one or more sections or provisions of this Agreement be determined by a court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.

9. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating vehicular access to the segment. No additional or different oral representation, promises or agreement shall be binding on any Agency. This agreement may be amended or terminated only in writing executed by the Agencies with express authorization from their respective governing bodies or legally designated officials. To the extent the Access Control Plan, attached as Exhibit A to this Agreement, is modified by a change, closure, relocation, consolidation or addition of an access, the Agencies may amend the attached Exhibit A so long as the amendment to the Access Control Plan is executed in writing and amended in accord with the Access Law and Access Code. The Access Control Plan Amendment Process has been included in Exhibit B.

10. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

11. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

12. 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.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one original Agreement. Facsimile signature shall be as effective as an original signature.

IN WITNESS WHEREOF, the Agencies have executed this Agreement effective as of the day and year first above written.

Town of Silt, Colorado ATTEST:

_____ _____

Chairman, Town Board City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Garfield County, Colorado ATTEST:

_____ _____

Commissioner, Garfield County County Clerk

APPROVED AS TO FORM:

_____

County Attorney

State of Colorado
Department of Transportation ATTEST:

_____ _____

Chief Engineer Date Chief Clerk

CONCUR:

_____

Regional Transportation Director

"EXHIBIT – A"
ACCESS CONTROL PLAN
United States Highway 6/River Frontage Road between Ukele Lane (MP 97.946) east to the Interstate 70 Overpass (MP 102.481)
January 11, 2010

Town of Silt, Garfield County, and the State of Colorado Department of Transportation

I. PURPOSE

The purpose of this Access Control Plan (ACP) is to provide the Agencies with a comprehensive roadway access control plan for the pertinent segment of United States Highway 6 and the River Frontage Road between Ukele Lane (MP 97.946) east to the Interstate 70 Overpass (MP 102.481).

II. AUTHORITY

The development of this Access Control Plan was completed pursuant to the requirements of the Access Code, Section 2.12, and adopted by the foregoing Agreement.

III. RESPONSIBILITIES

It is the responsibility of each of the Agencies to this Agreement to ensure that vehicular access to the Segments shall only be in conformance with this Agreement. The cost of access improvements, closures, and modifications shall be determined pursuant to section 43-2-147(6) (b) C.R.S., the Agreement, and this Access Control Plan. All access construction shall be consistent with the design criteria and specifications of the Access Code.

IV. EXISTING AND FUTURE ACCESS

A. The attached table provides a listing of each existing and future access point in the Segments. For each access point the following information is provided: location, description of the current access status, and the proposed configuration or condition for change (Access Plan). All access points are defined by the approximate Department mile point (in thousandths of a mile) along United States Highway 6 or the River Frontage Road. All access points are located at the approximate centerline of the access.

B. All highway design and construction will be based on the assumption that the Segments will have a sufficient cross section to accommodate all travel lanes and sufficient right-of-way to accommodate longitudinal installation of utilities.

V. ACCESS MODIFICATION

Any proposed access modification including but not limited to an addition in access must be in compliance with this Agreement and the current Access Code design standards unless the Agency having jurisdiction approves a design waiver under the waiver subsection of the Code. Any access described in this section, which requires changes or

closure as part of this Agreement or if significant public safety concerns develop, including but not limited to, when traffic operations have deteriorated, a documented accident history pattern has occurred, or when consistent complaints are received, may be closed, relocated, or consolidated, or turning movements may be restricted, or the access may be brought into conformance with this Access Control Plan, when a formal written request documenting reasons for the change is presented by the Agency having jurisdiction, with Department concurrence, or in the opinion of the Department, any of the following conditions occur:

a. The access is determined to be detrimental to the public's health, safety and welfare;
b. The access has developed an accident history that in the opinion of the Agency having jurisdiction or the Department is correctable by restricting the access;
c. The access restrictions are necessitated by a change in road or traffic conditions;
d. There is an approved (by the Agency having jurisdiction) change in the use of the property that would result in a change in the type of access operation; or
e. A highway reconstruction project provides the opportunity to make highway and access improvements in support of this Access Control Plan.
f. The existing development does not allow for the proposed street and road network.

Access construction shall be consistent with the design and specifications of the current State Highway Access Code.

"EXHIBIT – B"
ACCESS CONTROL PLAN AMENDMENT PROCESS
United States Highway 6/River Frontage Road between Ukele Lane (MP 97.946) east to the Interstate 70 Overpass (MP 102.481)
January 11, 2010

Town of Silt, Garfield County, and the State of Colorado Department of Transportation

1. Any request for amendment of the Access Control Plan must be submitted to the Colorado Department of Transportation or Town of Silt or Garfield County staff. The amendment request shall include:

- Description of changes requested of the Access Control Plan
- Justification for Amendment
- Traffic Impact Study or analysis, as required by the State Highway Access Code. Any party to the Access Control Plan may request this supporting documentation.

2. The Department shall review the submittal for completeness and for consistency with the access objectives, principles, and strategies described in the United States Highway 6/River Frontage Road Access Control Plan report for this corridor and the State Highway Access Code.

3. Once all participating agencies (CDOT, the Town, and the County) approve the request for the amendment, the amendment and all accompanying documentation shall be submitted if necessary to Transportation Commission for final review and approval.