

RESOLUTION NO. 1888

**A RESOLUTION OF THE GOLDEN CITY COUNCIL TO BECOME
A MEMBER OF THE ROCKY MOUNTAIN RAIL AUTHORITY**

WHEREAS, the Rocky Mountain Rail Authority (RMRA) has been created by several political jurisdictions along the I-70 and I-25 corridors; and

WHEREAS, the RMRA is a cooperative organization whose purpose is to develop high-speed rail transportation in those major transportation corridors; and

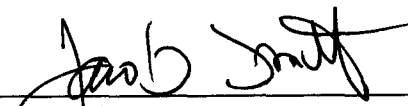
WHEREAS, the development of alternative modes of transportation furthers Golden's priorities of promoting a sustainable future and protecting our quality of life.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. The City enthusiastically joins the RMRA and the Mayor is authorized to sign the agreement and appoint representatives to the authority board.


Section 2. Council authorizes the expenditure of \$500 as its first year contribution.

Adopted this 14th day of August, 2008.




Jacob Smith
Mayor





Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



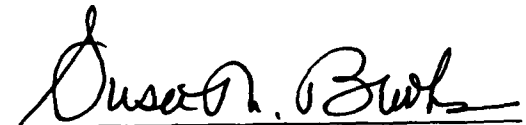
David S Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular business meeting thereof held on the 24th day of July, A.D., 2008.

Resolution No. 1888
Page 2

(SEAL)




Susan M. Brooks, City Clerk of the City of
Golden, Colorado



City of Golden

911 10TH ST. GOLDEN, CO 80401
TEL: 303-384-8000
FAX: 303-384-8001
WWW.CITYOFGOLDEN.NET

November 25, 2008

Rocky Mountain Rail Authority
Attn: Harry Dale
c/o Clear Creek County
PO Box 2000
Georgetown, CO 80444

Dear Mr. Dale:

Please be advised that the City of Golden is hereby designating Councilor Joe Behm as Representative to the Rocky Mountain Rail Authority and Steve Glueck as Alternate, effective immediately.

Contact information is as follows:

Councilor Joe Behm
City of Golden
911 10th Street
Golden, CO 80401
Phone # 303-279-1529
Email: jbehm@cityofgolden.net

Steve Glueck
Planning & Development Director
City of Golden
911 10th Street
Golden, CO 80401
Phone #303-384-8095
Email: sglueck@cityofgolden.net

Sincerely,

Jacob Smith
Mayor

ICENOGLE ♦ NORTON
SMITH ♦ BLIESZNER ♦ GILIDA ♦ POGUE

T. Edward Icenogle
Charles E. Norton
Erin M. Smith
Edward J. Blieszner
Tamara K. Gilida
Alan D. Pogue

A Professional Corporation
Attorneys at Law
1331 17th Street, Suite 500
Denver, Colorado 80202-1555
Telephone (303) 292-6400
Facsimile (303) 292-6401
info@insbcolorado.com

Carolyn R. Steffl
John R. Christofferson
Deborah A. Early
J. Michael Keane
Jennifer L. Ivey
Ericka D. Olson

Of Counsel
Gordon F. Garrett
Bruce E. Deacon

July 2, 2008

VIA ELECTRONIC MAIL

Mr. Mike Bestor, City Manager
City of Golden
911 Tenth Street
Golden, CO 80401

Re: Rocky Mountain Rail Authority Membership

Dear Mr. Bestor:

Mr. Dale has asked me to forward the appropriate documentation to you in order to effectuate the City of Golden's membership in the Rocky Mountain Rail Authority ("RMRA"). Enclosed are: (1) the Addendum to the Establishing Contract for the RMRA as Amended by the First Amendment to the Establishing Contract for approval by the Golden City Council; (2) the RMRA Establishing Contract; (3) the First Amendment to the Establishing Contract for the RMRA; and (4) the RMRA Bylaws.

Please forward the signed Addendum and the City's membership payment to our office once membership has been approved. Please do not hesitate to contact me if you have any questions.

Sincerely,

ICENOGLE ♦ NORTON
SMITH ♦ BLIESZNER ♦ GILIDA ♦ POGUE
A Professional Corporation


Tamara K. Gilida

:TKO/dah
Enclosures

cc: Harry Dale

**Establishing Contract
For
The Rocky Mountain Rail Authority**

Recitals

Whereas, those regions of the State of Colorado adjacent to and served by Interstate 25 and Interstate 70, as well as the State as a whole, contemplate increased population growth and attendant increases in vehicular traffic and transportation demands; and

Whereas, it is in the best interest of the public, and its health, safety and welfare, to provide a transportation alternative to existing modes of transportation in the form of high-speed rail; and

Whereas, various political subdivisions of the State of Colorado desire to bring focus to their interest in development of high-speed rail in the transportation corridors of Colorado; and

Whereas, those political subdivisions desire to create an authority for the purpose of investigating, encouraging, developing and bringing into being high-speed rail in the State of Colorado; and

Whereas, the parties desire to establish a cooperative mechanism among themselves, other governmental entities and others interested in developing high-speed rail service in the State of Colorado, and to define and implement various transportation facilities, programs, services, improvements and entities to facilitate and accomplish the establishment of high-speed rail in the State of Colorado; and

Whereas, the parties are political subdivisions of the State of Colorado whose separate powers include all powers invested into this Authority, and

Whereas, it is the intent of the parties to hereby create and establish the Authority for the purposes recited and enumerated herein.

Establishing Covenants

Now, therefore, be it resolved that the parties hereto do, by this contract (hereinafter "this Contract"), create and establish the Rocky Mountain Rail Authority for the purposes and with the powers and obligations set forth herein. The parties agree and covenant that the Authority shall be a body corporate and politic, a political subdivision of the State of Colorado and a separate governmental entity of the State of Colorado, pursuant to Section 18 of Article XIV of the Constitution of the State of Colorado, and Section 29-1-203 of the Colorado Revised Statutes. The parties hereby agree and further covenant as follows.

Terms and Conditions

- 1.01 Name.** The name of the entity hereby established shall be the Rocky Mountain Rail Authority (hereinafter "the Authority").
- 1.02 Purpose and Objectives.** The purpose of the Authority shall be to establish a structure and opportunity for the parties to this Contract (hereinafter "the Members"), both the initial Members and those political subdivisions which may become Members in the future, to define, promote and implement mass transportation services and solutions to Colorado's growing transportation infrastructure needs, to facilitate rail service, both passenger and freight in Colorado. Existing rail tracks have established the current transportation corridors, and the interstate highways have generally been built in those corridors, e.g., I-25, I-70 and I-76. Using, generally, those existing rail rights of way north and south and east and west, the Authority will facilitate a passenger rail service that will operate at an average speed that will qualify for Federal designation as a high-speed corridor. The objectives of the Authority shall be:
- 2.1** To plan and encourage rail infrastructure in or adjacent to the Authority's area of activity, Colorado, for a passenger and freight rail system that can be designated by the Federal Railroad Administration as a high-speed rail corridor.
 - 2.2** To interface and cooperate with other transit entities, including but not limited to other states, railroads, Amtrak and others within and adjacent to the Authority's boundaries to maximize the convenience, safety, speed and operating costs of rail transportation in Colorado.
 - 2.3** To encourage and support the establishment of such state, regional and local governmental entities and to cooperate with such non-profit and for-profit entities as are necessary and appropriate to establish the necessary transit infrastructure that will maximize the usage of the rail system.
 - 2.4** To seek funds to advance the Authority's purpose and objectives from federal, state, regional, and local governmental agencies and from the private sector.
- 1.03 Powers and Functions.** To accomplish its purpose and objections, the Authority shall have the following powers and functions to the fullest extent permitted by law and the conditions and requirements set forth in this Establishing Contract, and such inherent or implied powers as these powers and functions may suggest:
- 3.1** To plan, support and facilitate transportation systems, services, programs, facilities, improvements, including without limitation transportation of all types.
 - 3.2** To acquire, hold, lease, sell and dispose of legal and equitable interests in personal property of all kinds necessary or useful for the purposes of the Authority.

- 3.3 To seek, acquire, sell, lease, dispose of and exchange all types of personal property, licenses, certificates and permits.
- 3.4 To conduct such business and affairs for the benefit of its Members, their constituents and the public as may be appropriate, all in the discretion of the Authority's Board of Directors.
- 3.5 To enter into, make and perform contracts of every kind with the public and private entities of every type and kind in furtherance of the purpose of this Contract.
- 3.6 To employ employees, contractors and consultants and to appoint agents.
- 3.7 To act and operate as an "enterprise" within the meaning of the Colorado Constitution, Article X, Section 20, and to contract for and supply for payment services desired by Members which services are in furtherance of and related to the Authority's purposes.
- 3.8 To buy, lease, construct, appropriate, contract for, invest in and otherwise acquire, own, maintain, operate, manage, improve, develop, deal in, sell, lease, exchange, transfer, convey and dispose of, and to hypothecate and encumber personal property (tangible and intangible).
- 3.9 To sue and be sued.
- 3.10 To have and use a corporate seal.
- 3.11 To solicit, acquire, collect, receive and use gifts, grants, donations and pledges of any type, whether from public or private sources.
- 3.12 To have and exercise all rights and powers necessary or incidental or implied from these powers.
- 3.13 To budget and appropriate funds.

1.04 No Power of Taxation. The Authority shall have no power of taxation of any type or kind.

1.05 Members. Members of the Authority shall initially be Clear Creek County and the City of Monument, upon their respective execution of this Contract. Additional Members may join the Authority by execution of addenda to this Contract. Only political subdivisions of the State of Colorado and the State of Colorado, through its agencies, may become Members of the Authority. Nothing herein shall be deemed a waiver or surrender by the Members of any of their legal powers or responsibilities.

1.06 Board of Directors. All powers and functions of the Authority shall be vested in a Board of Directors consisting of one director designated by each Member of the Authority, all with one equal vote. Each Member may designate one alternate, similarly qualified, to serve in the absence of each Director. Directors and alternates appointed by members with boards, councils or commissions shall be elected or appointed members of those boards, councils or commissions. Vacancies on the Board of Directors shall be filled by the Member whose representative has created the vacancy. Directors shall not be compensated for their services. The Board shall operate as follows:

- 6.1 Regular meetings shall be held as determined by the Board of Directors. Special meetings shall be held as designated by the Chairman or any three Directors. Meetings shall be held in conformance with Colorado's open meetings law, section 24-6-402, C.R.S.
- 6.2 A majority of Directors designated by the Members shall constitute a quorum and a majority of a quorum present (meaning participating in a meeting for purposes of section 24-6-402, C.R.S.) shall constitute an action of the Board of Directors.
- 6.3 The Board's powers, as exercised by a majority of a quorum of Directors in office, shall include:
- (a) Governing the business and affairs of the Authority and establishing its policies.
 - (b) Election of officers, including a chairperson, vice-chairperson, secretary and treasurer.
 - (c) Acting in compliance with all applicable state and federal law to operate the Authority.
 - (d) Maintaining a record of proceedings of the Board.
 - (e) Establishing Board bylaws.
 - (f) Authorizing employment of employees, consultants, contractors and others.
 - (g) Having prepared and submitting an annual audit, as required by State law.
 - (h) Delegating and assigning functions to the Board's officers, employees, contractors and consultants, as not prohibited by law.
 - (i) Exercising all powers which are now or hereafter conferred by law or are essential or necessary to the provision of the Authority's services and accomplishment of its purposes, subject only to the limitations of this Contract and the law.
- 9.1 Any Member may, from time to time, designate, in writing, an Alternate Director, who shall possess the same qualifications as a Director and who shall, in the absence of such Director, be entitled to attend regular or special meetings of the Board and exercise the same powers as such Director.
- 9.2 The Board shall have an executive committee, whose members shall be all the officers of the Authority, plus no more than three Directors elected by the Board. The executive committee shall be empowered to exercise all powers given the Board hereunder, and by law, subject only to prior decisions and instructions of the Board. The Board shall delegate all powers of performance and execution to the executive committee. The Board may delegate the performance and execution of any and all powers and functions to such committees as the Board may deem proper, the membership of which committees shall also be determined by the Board.

- 1.10 Term, Withdrawal and Dissolution.** This Contract shall commence on the date of its execution by any two Members, whether they be initial or additional members, as provided in Section 5.0 hereof. Any Member of the Authority may withdraw at any time. The Authority shall have perpetual existence, subject to dissolution at such time as it has fewer than two Members.
- 1.11 Amendments.** This Contract contains all the terms agreed upon by the Members. Any amendment hereof must be in writing and executed by all Members.
- 1.12 Reliance.** The Members acknowledge and agree that each is relying on the performance of the other(s) under this Contract, and that all actions or changes of positions undertaken pursuant thereto are made in such reliance.
- 1.13 Non-Impairment.** Nothing in this Contract shall be deemed to restrict, modify or otherwise impair the powers of any Member in any manner.
- 1.14 Severability.** If any provision of this Contract or the application thereof to any person, entity or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Contract, which can be given effect without the invalid provision or application, and to this end the provisions of this Contract, and each and every provision thereof, are declared to be severable.
- 1.15 Applicable Laws.** This Contract shall be governed by and construed in accordance with the laws of the state of Colorado.
- 1.16 Assignability.** No Member may assign or transfer any of its rights or obligations hereunder without the prior written consent of the Member(s) that is a nonassigning party(ies) to this Contract.
- 1.17 Binding Effect.** The provisions of this Contract shall bind and shall inure to the benefit of the Member(s) and to their respective successors and permitted assigns, if any.
- 1.18 Enforcement.** The Member(s) agree and acknowledge that this Contract may be enforced in law or in equity, by decree of specific performance, and, in the event of a judgment that a breaching Member acted arbitrarily and capriciously, or in bad faith, including an award of appropriate damages, or such other legal and equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

Effective November 20, 2006, and executed this 20th day of Dec, 2006, at a regularly scheduled meeting of the Clear Creek Board of County Commissioners.

CLEAR CREEK COUNTY

By and through its
Board of County Commissioners

ATTEST:

By: [Signature]
Kevin J. O'Malley, Chairman

[Signature]
Deputy Clerk and Recorder

APPROVED AS TO FORM:

[Signature]
Robert W. Loeffler, County Attorney

Effective November 20, 2006, and executed this 20th day of November, 2006, at a regularly scheduled meeting of the Monument City Council.

THE TOWN OF MONUMENT

ATTEST:

[Signature]

[Signature]

By: Byron J. Glenn

By: Scott Meszaros

Title: Mayor

Title: Town Clerk

Date: 1.5.07

Date: 1.5.07



**First Amendment to the Establishing Contract
For
The Rocky Mountain Rail Authority**

Recitals

Whereas, Clear Creek County and the Town of Monument entered into an intergovernmental Agreement ("the Agreement") effective November 20, 2006, which created the Rocky Mountain Rail Authority; and

Whereas, pursuant to Section 1.05 of that agreement, the Town of Castle Rock and the Roaring Fork Transportation Authority signed addenda, thereby joining the Rocky Mountain Rail Authority as members; and

Whereas, the members of the Rocky Mountain Rail Authority wish to amend their original agreement; and

Whereas, the intention of the members is that the original intergovernmental agreement signed by the members remain in effect except with regard to the following changes:

Amendments

A. Section 1.05 of the Agreement shall be amended to state as follows:

1.05 Members. Members of the Authority shall initially be Clear Creek County and Town of Monument, upon their respective execution of this Contract.

5.1 Only political subdivisions of the State of Colorado and the State of Colorado, through its agencies, may become Members of the Authority. Additional Members may join the Authority by execution of addenda to this Contract. The addenda may specify any financial contribution to be made by the member jurisdictions.

5.2 All financial contributions promised by member jurisdictions are subject to each jurisdiction's annual appropriation and any applicable TABOR spending restrictions.

5.3 Individual member jurisdictions are not liable for the financial obligations of the Authority.

B. Section 1.18 of the Agreement regarding enforcement is hereby repealed and is replaced by the following Section 1.18.

1.18 Counterpart Execution. A copy of this document may be executed by each party, separately, each copy of which shall be deemed an original, and when each party has executed a copy thereof, such copies taken together shall be deemed to be one and the same instrument and a full and complete Contract between the parties.

[The remainder of this page is intentionally left blank.]

Effective November 20, 2006 and executed this 11th day of April, 2007, at a regularly scheduled meeting of the Clear Creek Board of County Commissioners.

CLEAR CREEK COUNTY

By and through its
Board of County Commissioners

ATTEST:

By: Joan Drury
Kevin J. O'Malley, Chairman
Joan Drury

[Signature]
Deputy Clerk and Recorder

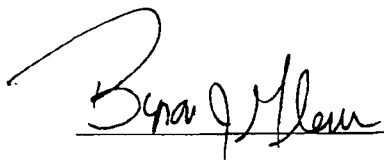
APPROVED AS TO FORM:

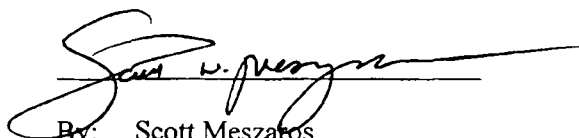
[Signature]
Robert W. Loeffler, County Attorney

Effective November 20, 2006, and executed this 26th day of April
2007, at a regularly scheduled meeting of the Monument City Council.

THE TOWN OF MONUMENT

ATTEST:





By: Byron J. Glenn

By: Scott Meszaros

Title: Mayor

Title: Town Clerk

Date: 4-26-07

Date: 4-26-07

Effective November 20, 2006, and executed this 12th day of April
2007.

For the TOWN OF CASTLE ROCK:

Mark Stevens 4/12/07
Mark Stevens, Town Manager Date

ATTEST:

Sally Misare 4-12-07
Sally Misare, Town Clerk Date

Approved as to form:

Robert J. Slentz 4-12-07
Robert J. Slentz, Town Attorney Date

First Amendment to the Establishing Contract
For
The Rocky Mountain Rail Authority

Recitals

Whereas, Clear Creek County and the Town of Monument entered into an intergovernmental Agreement ("the Agreement") effective November 20, 2006, which created the Rocky Mountain Rail Authority; and

Whereas, pursuant to Section 1.05 of that agreement, the Town of Castle Rock and the Roaring Fork Transportation Authority signed addenda, thereby joining the Rocky Mountain Rail Authority as members; and

Whereas, the members of the Rocky Mountain Rail Authority wish to amend their original agreement; and

Whereas, the intention of the members is that the original intergovernmental agreement signed by the members remain in effect except with regard to the following changes:

Amendments

A. Section 1.05 of the Agreement shall be amended to state as follows:

1.05 Members. Members of the Authority shall initially be Clear Creek County and Town of Monument, upon their respective execution of this Contract.

5.1 Only political subdivisions of the State of Colorado and the State of Colorado, through its agencies, may become Members of the Authority. Additional Members may join the Authority by execution of addenda to this Contract. The addenda may specify any financial contribution to be made by the member jurisdictions.

5.2 All financial contributions promised by member jurisdictions are subject to each jurisdiction's annual appropriation and any applicable TABOR spending restrictions.

5.2 Individual member jurisdictions are not liable for the financial obligations of the Authority.

B. Section 1.18 of the Agreement regarding enforcement is hereby repealed and is replaced by the following Section 1.18.

1.18 Counterpart Execution. A copy of this document may be executed by each party, separately, each copy of which shall be deemed an original, and when each party has executed a copy thereof, such copies taken together shall be deemed to be one and the same instrument and a full and complete Contract between the parties.

Effective November 20, 2006, and executed this 12th day of April 2007, at a regularly scheduled meeting of the Roaring Fork Transportation Authority Board of Directors.

ROARING FORK TRASPORATION AUTHORITY

By: Dorothea Farris 4-12-07
Dorothea Farris, Chair Date

**BYLAWS
OF THE
BOARD OF DIRECTORS
OF THE
ROCKY MOUNTAIN RAIL AUTHORITY**

ARTICLE I.

Supremacy of Establishing Contract

In the event of any conflict between the Bylaws of the Board of Directors of the Rocky Mountain Rail Authority (the "Bylaws") and the Establishing Contract for the Rocky Mountain Rail Authority, effective November 20, 2006 and as it may be thereafter amended (the "Establishing Contract"), the Establishing Contract shall control.

ARTICLE II.

Offices

Principal Offices. The principal offices of the Rocky Mountain Rail Authority (the "Authority") shall be designated by the Board of Directors from time to time.

ARTICLE III.

Members

Membership. Membership in the Authority shall be available to all entities which qualify and seek membership pursuant to the Establishing Contract (the "Members").

ARTICLE IV.

Board of Directors

A. Board of Directors. All of the power of the Authority shall be vested in a Board of Directors (the "Board"). The Board shall manage the business and affairs of the Authority. The Board shall consist of directors (the "Directors") appointed by each Member. Each Member

shall appoint one Director. Directors appointed by Members shall each have one vote on the Authority's Board. Each Director shall be identified in writing by his/her appointing entity.

B. Qualifications. Each Director and each Alternate Director shall be, at the time of appointment and throughout his/her tenure on the Board, an elected or appointed official of the governing body of the appointing Member, or shall be appointed by that governing body.

C. Alternate Directors. Each Member may, from time to time, designate in writing an Alternate Director who may act as its Director in the absence or unavailability of the person selected as a Director (the "Alternate Director"). When acting for an absent or unavailable Director, the Alternate Director shall be deemed to be a Director, subject to the following:

1. If both a Director and an Alternate Director of the same Member are present at a meeting of the Board, the executive committee or any Board committee, the Director shall have the sole power to vote.
2. Only a Director may serve as an Officer of the Board. An alternate Director may neither serve as an Officer nor act in the capacity of an absent Director as an Officer. An alternate Director may serve in the place of an absent Director of the same Member at meetings of the executive committee or any other Board committee.
3. An Alternate Director may not succeed to the position of Director or as any Board Officer based solely on his/her status as an Alternate Director, but may so succeed by appointment by his/her Member, or by action of the Board, as appropriate.

D. Performance of Duties. By acceptance of his/her office as a Director, each Director shall be deemed to have accepted, subject to the interests of his/her Member, the obligation to perform his/her duties in good faith and in a manner he/she believes to be in the best interests of the Authority.

E. Tenure/Removal/Vacancy. Each Director and Alternate Director shall serve at the pleasure of, and may be removed or replaced at any time by, his/her appointing Member. Any Director or Alternate Director may resign at any time by giving written notice to the Chairperson of the Board. Such resignation shall take effect at the time specified therein; and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy occurring on the Board, whether by resignation, removal, death or incapacitation, shall be filled by the appointment of a successor Director or Alternate Director by his/her Member.

F. Reimbursement. The Board may provide for reimbursement of the Directors for reasonable and necessary expenses incurred on behalf of, and authorized by, the Authority.

ARTICLE V.

Meetings of the Board

A. Place of Meetings. The regular or special meetings of the Board or any committee designated by the Board shall be held at any place, within or without the boundaries of the State of Colorado, that a majority of the Board or any such committee, as the case may be, designates from time to time.

B. Regular Meetings. The Board, in January and on an annual basis, shall set the time, date and place of its regular meetings.

C. Special Meetings. Special meetings may be held at any time upon forty-eight (48) hours written notice electronically mailed to the home or place of employment at the electronic address designated by each Director, unless a Director waives such notice in writing. The written notice required by this paragraph shall include, a proposed agenda stating the intended meeting topic(s) and action items, if any, to be addressed at the special meeting. The Chairperson or Vice-Chairperson may, and on the written request of ten (10) Directors shall, call a special meeting of the Board.

D. Notice of Meetings.

1. Regular Meetings. Notice of the time, date and place shall be provided to Directors and the public. A public place for posting notice of all regular meeting shall be designated annually at the Authority's first regular meeting of each calendar year, or as soon thereafter as practical.
2. Special Meetings. Notice of the time and place of any special meeting shall be given as follows:
 - a. Directors: Written notice of all special meetings, as defined in paragraph C of this Article V, shall be electronically mailed to the home or place of employment of each Director, as he/she shall designate, not less than forty eight (48) hours prior to the time fixed for the meeting. A Director may, in writing, waive notice of any special meeting; and that waiver shall be deemed the equivalent of notice. Attendance of a Director at a meeting shall constitute waiver of notice of that meeting unless he/she attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.
 - b. Public: Written notice shall be posted on the Authority's web site at least twenty-four (24) hours prior to the holding of a special meeting. A public place for posting a paper version of a special meeting notice shall be designated annually at the Authority's first regular meeting of each calendar year.

E. Quorum. A quorum shall be a majority of the number of voting Directors in office immediately before the meeting begins. A quorum shall be required for the transaction of the business of the Board, except that if fewer Directors than a majority of the number of seats on the Board of Directors are present at a meeting, a majority of the voting Directors present, or any officer of the Board, may adjourn the meeting to a different time and/or place. In such case, the Secretary shall notify absent Directors of the time and place of the adjourned meeting in accordance with the notice requirements of Article V, Section D of these Bylaws. If a quorum is present, action by a majority of the voting Directors present shall be the action of the Board, unless the act of a greater number is required by the Establishing Contract. Directors shall be deemed present whether in physical attendance or participating via telecommunications.

F. Voting. Each Director appointed by a Member shall be entitled to one vote. The Board may act by resolution or motion. Voting shall be either by voice or roll call vote, except in the case of election of Officers, which elections shall be conducted as provided in Article VII. A roll call vote shall be conducted upon the request of a Director or at the discretion of the presiding officer.

G. Conduct of Meetings. Unless rules of order are adopted by the Board, protocols for conducting meetings of the Board and of committees shall be determined, initially, by the Chairperson, subject to final decision by the Board.

H. Executive Committee. The Board shall, by a motion or resolution adopted by the Board, designate three (3) of its Directors, who, along with all of the Officers of the Board, shall constitute an executive committee, which shall have and may exercise such authority as may be set forth in that, or any subsequent, motion or resolution. In selecting the three (3) Directors to join the Officers on the executive committee, the Board shall make appointments such that the executive committee shall reflect the geographical distribution of the Members of the Authority. If any such delegation of authority of the Board is made as provided herein, all references to the Board contained in these Bylaws or the Establishing Contract shall be deemed to also refer to the executive committee. The Authority's Chairperson shall serve as the chairperson of the executive committee.

I. Other Committees. The Board may, by a motion or resolution adopted by a majority of the Board, designate not less than two (2) Directors to constitute other committees (such as, without limitation, audit, nominating and steering committees), each of which shall have and may exercise such authority as may be set forth in said motion or resolution. If any such delegation of authority of the Board is made as provided herein, all references to the Board contained in these Bylaws or the Establishing Contract shall be deemed to also refer to such committee.

ARTICLE VI.

Open Meetings and Open Records

A. Open Meetings. The Authority will observe and comply with the Colorado Open Meetings Law, §§ 24-6-401, *et seq.*, C.R.S., as it may be amended from time to time.

B. Open Records. The Authority will observe and comply with the Colorado Open Records Law, §§ 24-72-201, *et seq.*, C.R.S., as it may be amended from time to time.

ARTICLE VII.

Officers of the Board

A. General. The Chairperson, Vice-Chairperson, Treasurer and Secretary shall be known as the officers of the Board (the "Officers").

B. Election of Officers. The Officers shall be nominated and elected annually by the Board at the first meeting of the Board held on or after January 15. If the nomination and election of Officers shall not be held at those meetings, the nomination and election shall take place as soon thereafter as they may be conveniently held. The Board shall elect a Chairperson, Vice-Chairperson, Secretary and Treasurer, each of whom must also be a Director. Each Officer shall serve at the pleasure of the Board. The same person may hold two offices.

Officers shall be elected by nomination and balloting as follows: For each office, and in the order listed in VII.B. hereof, the Chairperson shall solicit and receive nominations for each office. Nomination for each office shall be closed by the Chairperson when no further nominations are advanced or when the Board votes, upon motion and second, to close them. The Board will designate a person or persons present, not entitled to vote, to conduct the elections from among each office's nominees. Each Director (including an Alternate Director for a Member whose Director is absent) shall be given a paper ballot by the person(s) so designated, who, after the Directors have voted, shall collect and count the ballots. The person(s) so designated shall also make arrangements with any Director or Alternate Director entitled to vote and attending the meeting by telecommunication device, to confidentially receive that Director's or Alternate Director's vote, which vote shall also be counted. The person(s) so designated shall announce the vote for each office after it has been conducted. The person(s) so designated shall be instructed by the Board to disclose the ballots and the votes via telecommunication to no one except to a court of competent jurisdiction. A Director not elected to a prior office may be nominated again in the process for a subsequent office.

C. General Duties. All Officers and agents of the Authority, as between themselves and the Authority, shall have such authority and shall perform such duties in the management of the Authority as may be provided in these Bylaws or as may be determined by resolution or action of the Board not inconsistent with these Bylaws.

D. Term/Removal of Officers. An Officer shall hold office until he/she is no longer qualified to serve or his/her successor is chosen, unless he/she is sooner removed from office by his/her appointing Member, his/her death occurs or he/she resigns. Any Officer may be removed from office by the Board, with or without cause, upon a majority vote of the Board.

E. Specific Duties of Officers. In addition to duties designated by the Board, the duties of the officers shall include the following:

1. Chairperson. The Chairperson shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal instruments of the Authority.

2. Vice-Chairperson. The Vice-Chairperson shall, in the absence of the Chairperson, or in the event of the Chairperson's inability or refusal to act, perform the duties of the Chairperson and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice-Chairperson shall also perform such other duties as may be prescribed by the Board from time to time.

3. Treasurer. The Treasurer shall serve as financial officer of the Authority and except as the Board may otherwise decide by resolution, shall be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities and for the performance of such other duties as are incident to the office of Treasurer. The Treasurer shall have the duty to prepare and recommend an annual budget and annual performance report to the Board. The form of the budget shall be in substantial compliance with the requirements of the Colorado Local Government Budget Law. The Treasurer shall also perform such other duties as the Board may prescribe from time to time and report to the Board upon request.

4. Secretary. The Secretary shall maintain the official records and files of the Board and the Authority, including the minutes of the meetings of the Board, and a register of the names and addresses of the Members, Directors and committee members and shall issue notice of meetings, attest and affix the corporate seal to all documents of the Authority. The Secretary shall also perform such other duties as the Board may prescribe from time to time.

E. Bonds. The Treasurer and any other Officer, employee or agent of the Authority charged with responsibility for the custody of any of its funds or property shall each give a fidelity bond in the sum of \$5,000 and with such surety as the Board in its discretion shall determine. The Board in its discretion may also require any other Officer, agent or employee of the Authority to give a fidelity bond in such amount and with such surety as it shall determine. The cost of such fidelity bonds shall be an expense payable by the Authority.

F. Delegation of Duties. Whenever an Officer is absent for any reason, the Board may delegate the powers and duties of an Officer to any other Officer(s) or to any Director(s), appointed by any of the Members.

G. Vacancies. When a vacancy of an Officer occurs in one of the Board offices by reason of death, resignation, removal as a Director or otherwise, it shall be filled by a resolution of the Board.

H. No Contract Right. Election or appointment of an Officer or Director shall not of itself create contract rights in the office.

ARTICLE VIII.

Payments and Procurement

The Board may adopt purchasing and procurement resolutions from time to time, outlining procedures for the purchasing and procuring of necessary goods and services.

ARTICLE IX.

Seal and Fiscal Year

A. Seal. The Authority shall adopt a seal. The seal shall include therein the name of the State of Colorado and the name of the Authority.

B. Fiscal Year. The fiscal year of the Authority shall be based on the calendar year. The fiscal year may be changed from time to time by the Board in its discretion.

ARTICLE X.

Amendments

A. General. The Board may amend, supplement or repeal these Bylaws or adopt new bylaws and all such changes shall affect and be binding upon the Board and Directors. Any amendment, supplement or repeal of these Bylaws or adoption of new bylaws shall require consideration at two meetings of the Board.

B. Notice. Specific notice of each meeting at which consideration of proposed amendment to, supplementation of or repeal of these Bylaws or adoption of new bylaws shall be given in the same manner as notice of special meetings is to be given pursuant to Article V, Section D. 2 hereof.

C. Vote Necessary. Any adoption of new bylaws, or amendment, supplement or repeal of these Bylaws shall require approval by a majority of the Board in office at the second meeting at which the amendment, supplement, repeal or adoption is considered.

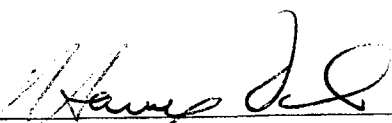
ARTICLE XV.

Miscellaneous

A. Invalid Provision. The invalidity or non-enforceability of any particular provision of these Bylaws shall not affect the other provisions herein, and these Bylaws shall be construed in all respects as if such invalid or unenforceable provision were omitted.

B. Governing Law. These Bylaws shall be governed by and construed in accordance with the constitution and laws of the State of Colorado and the Establishing Contract for the Authority, as amended from time to time.

I, Harry Dale, Chairperson of the Board of Directors, hereby certify that the foregoing Bylaws were adopted by the Board of Directors of the Rocky Mountain Rail Authority by a vote of 29 to 0, on this 25th day of April, 2008.



Harry Dale, Chairperson of the Board

ATTESTED:



ICENOGLE ♦ NORTON
SMITH ♦ GILIDA ♦ POGUE

T. Edward Icenogle
Charles E. Norton
Erin M. Smith
Tamara K. Gilida
Alan D. Pogue

A Professional Corporation
Attorneys at Law
1331 17th Street, Suite 500
Denver, Colorado 80202-1555
Telephone (303) 292-6400
Facsimile (303) 292-6401
info@insbcolorado.com

Carolyn R. Steffl
Deborah A. Early
J. Michael Keane
Jennifer L. Ivey
Ericka D. Olson

Of Counsel
Gordon F. Garrett
Bruce E. Deacon

May 5, 2009

VIA U.S. MAIL

Ms. Susan M. Brooks, City Clerk
City of Golden
911 10th Street
Golden, CO 80401

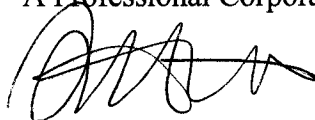
Re: Rocky Mountain Rail Authority Addendum

Dear Ms. Brooks,

Per your request, enclosed for your records is one (1) fully executed copy of the Rocky Mountain Rail Authority Addendum. If you have any questions or require further information, please do not hesitate to contact our office.

Sincerely,

ICENOGLE ♦ NORTON
SMITH ♦ GILIDA ♦ POGUE
A Professional Corporation



Darcy A. Hitt
Paralegal

:dah
Enclosure

ADDENDUM # 49

TO THE ESTABLISHING CONTRACT FOR THE ROCKY MOUNTAIN RAIL AUTHORITY AS AMENDED BY THE FIRST AMENDMENT TO THE ESTABLISHING CONTRACT FOR THE ROCKY MOUNTAIN RAIL AUTHORITY

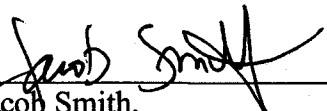
Pursuant to Section 1.05 of the Establishing Contract for the Rocky Mountain Rail Authority, entered into by Clear Creek County and the City of Monument, effective November 20, 2006, as amended by the First Amendment thereto (collectively referred to as the "Agreement"), the City of Golden hereby agrees to the terms of the Agreement and approves this addendum in order to become a member of the Rocky Mountain Rail Authority.

The City of Golden's representative on the Rocky Mountain Rail Authority Board of Directors shall be Joseph Behm the alternate representative shall be Jacob Smith.


The City of Golden's financial contribution to the Rocky Mountain Rail Authority shall not exceed \$500 a year.

Upon receipt and acceptance by the Rocky Mountain Rail Authority of this addendum, the City of Golden will be a party to the Agreement.



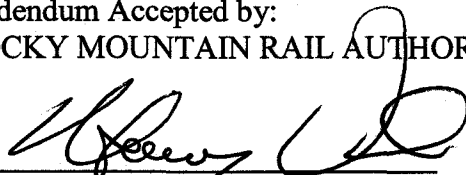


Jacob Smith,
Mayor

Attest:


Susan M. Brooks, MMC
City Clerk

Addendum Accepted by:
ROCKY MOUNTAIN RAIL AUTHORITY



Harry Dale, Chairperson

Date: 5/1/2009