

RESOLUTION NO. 2273

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE COLORADO DEPARTMENT OF TRANSPORTATION
PERTAINING TO THE GOLDEN PLAN FOR THE US 6 AND SH
93 CORRIDOR**

WHEREAS, SH 93 and U.S. 6 are owned and operated by the Colorado Department of Transportation (CDOT); and

WHEREAS, SH 93 and U.S. 6 serve both regional and local transportation needs; and

WHEREAS, Golden owns and operates a number of City streets that intersect with U.S. 6 and SH 93; and

WHEREAS, SH 93 and U.S. 6 also divide neighborhoods in Golden; and

WHEREAS, Golden has engaged in an extensive community process and engineering analysis to identify improvements to SH 93 and U.S. 6 that would improve transportation and quality of life along the SH 93/U.S. 6 corridor; and


WHEREAS, Golden has identified such improvements in a plan entitled "Golden's Plan Highway 6 & 93 Corridor" dated January 2013 ("Golden Plan"); and

WHEREAS, on May 9, 2013, the Golden City Council adopted Resolution 2261 endorsing the Golden Plan as the appropriate vision for the U.S. 6/SH 93 Corridor and instructing staff to seek to formalize an agreement with CDOT incorporating the design principles in Resolution 2261 into all future roadway projects.

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

Section 1: City Council hereby approves the Memorandum of Understanding (MOU) with CDOT substantially in the form attached hereto. The Mayor is authorized to sign the MOU on behalf of the City.

Adopted the 11th day of July, 2013.


Marjorie N. Sloan
Mayor



Susan M. Brooks
Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

David S. Williamson

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 11th day of July, 2013.



ATTEST:

Susan M. Brooks

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

AGREEMENT

This AGREEMENT, dated July 11, 2013 (the "Agreement"), is by and between the CITY OF GOLDEN, COLORADO, and the COLORADO DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Colorado ("CDOT" and, together with Golden, the "Parties").

Recitals

WHEREAS, this Agreement reflects a shared vision between CDOT and the City of Golden for the future of the State Highway 93 ("SH 93") and United States Route 6 ("U.S. 6") corridor in Golden; and

WHEREAS, the Parties intend that this Agreement form the basis for implementing the vision for the SH 93/U.S. 6 Corridor in Golden; and

WHEREAS, the Parties wish to move beyond historical discussions and disputes regarding the nature of possible future changes to SH 93 and U.S. 6 in and near Golden and toward identifying agreed-upon projects should funding be identified; and

WHEREAS, SH 93 and U.S. 6 are owned and operated by CDOT; and

WHEREAS, SH 93 and U.S. 6 serve both regional and local transportation needs; and

WHEREAS, Golden owns and operates a number of City streets that intersect with U.S. 6 and SH 93; and

WHEREAS, SH 93 and U.S. 6 also divide neighborhoods in Golden; and

WHEREAS, Golden has engaged in an extensive community process and engineering analysis over the last 18 months to identify improvements to SH 93 and U.S. 6 that would improve transportation and quality of life along the SH 93/U.S. 6 corridor; and

WHEREAS, Golden has identified such improvements in a plan entitled "Golden's Plan Highway 6 & 93 Corridor" dated January 2013 ("Golden Plan"), which is attached to this Agreement as Exhibit A; and

WHEREAS, on May 9, 2013, the Golden City Council has endorsed the Golden Plan as the appropriate vision for the U.S. 6/SH 93 Corridor; and

WHEREAS, Golden believes that the Golden Plan will address many of the community impacts of SH 93 and U.S. 6; and

WHEREAS, the improvements in the Golden Plan are designed to achieve a noise level of Day-Night Level 55 decibels at the ground level of residences in Golden near U.S. 6/SH 93; and

WHEREAS, the City has already expended its own funds to install noise berms, walls and other measures to reduce noise from U.S. 6/SH 93 and meet this noise level in many locations; and

WHEREAS, the complete attainment of Golden's noise objectives will depend on construction of the improvements identified in the Golden Plan; and

WHEREAS, the Parties recognize the need for improvements to SH 93 and U.S. 6 in Golden to improve safety, reduce congestion, accommodate expected increases in local and regional traffic, and improve community livability; and

WHEREAS, the Parties have participated in discussions over a period of months to identify appropriate planned improvements to accommodate transportation and community needs; and

WHEREAS, CDOT has analyzed the Golden Plan and the improvements identified in this Agreement and concurs they will be appropriate from a transportation perspective and address regional travel demand on SH 93 and U.S. 6; and

WHEREAS, the Parties intend to cooperate to seek funding for and to implement the improvements identified in this Agreement; and

WHEREAS, under current Colorado law, the Colorado High Performance Transportation Enterprise is required to use funds derived from managed lanes and other tolling arrangements in the corridor in which they were derived; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article XI, Section 7 of the Colorado Constitution, Article XIV, Section 18 of the Colorado Constitution, and Section 29-1-203 of the Colorado Revised Statutes, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Section 1: The Parties agree to the following design and operational elements for SH 93 and U.S. 6 in Golden:

A. Current speed limits for the U.S. 6/SH 93 Corridor are posted at 45 miles per hour except for the segment of U.S. 6 between Heritage Road and 19th Street, which is posted at 55 miles per hour. CDOT agrees to maintain these current posted speed limits so long as the existing SH 93 or U.S. 6 road geometry remains or until such time that both parties mutually agree (1) to evaluate the speed limit for safety reasons; or (2) implement a project or series of projects that change the geometry to facilitate managed lanes or general purpose lanes that demonstrate the need for a higher or lower limit as verified by a CDOT speed study.

B. U.S. 6 and SH 93 in the U.S. 6/S.H. 93 Corridor shall have no more than two through lanes in each direction for any segment in Golden unless and until average daily trips

exceed 70,000 vehicles per day or an average of 1,700 vehicles per hour per lane during peak travel periods (as defined in #7 below) for such segment. The Corridor will have two segments, one on US 6 and the other on SH 93 north of SH 58.

1. Any new, additional lanes on SH 93 and U.S. 6 beyond the existing two through lanes (one in each direction) on SH 93 and four through lanes (two in each direction) on U.S. 6 can be managed lanes or another form of pay-for-use lanes. Transit uses shall be exempted from any charges for use of these lanes.
2. No segment of SH 93 or U.S. 6 in or north of Golden may have a managed or pay-for-use lane until all intersections in that segment have been grade separated as provided in Sections 1.C-1.G of this Agreement.
3. No managed-lane or pay-for-use lanes shall be added through the entirety of the U.S. 6/SH 93 Corridor in Golden unless the mitigation measures identified in Section 1.I of this Agreement have been committed.
4. If a managed or other form of pay-for-use lane is to be added in the Corridor, the Parties agree to negotiate in good faith for the potential use of a share of revenues from such tolling to contribute to the operation and maintenance of the Golden-maintained elements on U.S. 6 and SH 93 identified in Section 1.P.
5. If a managed or other form of pay-for-use lane is to be added in the Corridor, the Parties will follow the requirements established under Section 43-4-808(3)(a) of the Colorado Revised Statutes and all other applicable provisions of the Funding Advancements for Surface Transportation and Economic Recovery Act of 2009.
6. If a managed lane or other pay-for-use lane is to be added in the Corridor, CDOT shall ensure that the free lanes in the Corridor are kept and maintained in the same state of repair as the managed or pay-for-use lanes.
7. The threshold for vehicles per hour per lane during peak periods in this Section I.B shall be considered exceeded when peak period traffic on 80 percent of the Tuesdays, Wednesdays and Thursdays exceeds 1,700 vehicles per hour per lane for a segment during a four-month period.

C. SH 93 north of Washington Avenue shall be relocated to the west of its current alignment in a manner and on an alignment consistent with the design shown in the Golden Plan. The aligned SH 93 will be located on property that Golden and Jefferson County have acquired for that purpose, as well as a small portion of property (as shown generally in Exhibit B) that

Golden shall acquire. CDOT shall credit any property donated by Golden or Jefferson County as a local contribution for purposes of any grant, loan or other program requiring or involving local shares of project cost.

D. Interchanges will be developed at the intersections of (a) U.S. 6 and 19th Street; (b) U.S. 6 and Heritage Road, (c) SH 93 and Washington Street, and (d) the current SH 93 alignment and realigned SH 93 (as identified in Section 1.C). These interchanges shall follow the design and approach of the interchanges shown in the Golden Plan, including features to enhance pedestrian and bicycle access consistent with the Golden Plan.

E. Overpasses will be developed where Iowa Street and Golden Gate Canyon Road cross SH 93. Interchange or turning movements to and from SH 93 will not be provided as part of these overpasses.

F. U.S. 6 and SH 93 will be lowered to accommodate the overpasses and interchanges identified in Sections 1.A to 1.E, except at the overpass for Golden Gate Canyon Rd.

G. An interchange will be developed at the intersections of SH 93, U.S. 6 and SH 58 that shall generally follow the design and approach of the interchange shown in the Golden Plan. It is understood, however, that further design and analysis may require switching whether the north-south or east-west element crosses the other element.

H. To the extent that there are any significant deviations from the Golden Plan in the U.S. 6/SH 93 Corridor, the changed elements shall be designed to achieve the same noise performance as the Golden Plan.

I. The Parties shall develop project elements to mitigate for neighborhood and community division resulting from the existing U.S. 6/SH 93 Corridor through the use of enclosures or covered sections of U.S. 6 and SH 93 with green space that reconnect pedestrians and cyclists across the road corridor. One example of such a covered or enclosed section is shown in the Golden Plan near the Iowa Street overpass on SH 93. However, the Parties may agree to develop more, smaller covered or enclosed sections rather than one single segment or to evaluate other options to enhance community connectivity that may be identified in the future.

J. Center medians on SH 93 and U.S. 6 will be raised and landscaped consistent with the Golden Plan and CDOT safety or operational standards.

K. As part of the design process for any projects in the Corridor, opportunities for accommodating or improving neighborhood pedestrian and bicycle connections, neighborhood connectivity between the east and west side of the Corridor, access to transit service, and visual aesthetics will be considered and incorporated to the extent practicable.

L. To the extent practicable, other design elements of the Golden Plan not specified above will be considered for projects on the Corridor within the City of Golden.

M. Any changes made to the U.S. 6/SH 93 Corridor shall be designed in full accordance with all applicable federal, state, and local laws, regulations, and ordinances as related to roadway design, environmental impact (including water quality and historic properties), and access.

N. All overpass and intersection improvements on U.S. 6 and SH 93 will be designed to accommodate no more and no less than three through lanes (or 6 total lanes) in each direction on U.S. 6 and SH 93 and to accommodate additional transit opportunities.

O. Golden will donate needed right of way to CDOT that it owns for elements identified at Sections 1.C-1.I. CDOT shall credit any property donated by Golden or Jefferson County as a local contribution for purposes of any grant, loan or other program involving local shares of project cost. The parties will determine the value of the property donated by selecting a mutually agreed upon real estate appraiser who will prepare an appraisal of the property donated. The parties shall be bound by the just compensation estimate for the donated property determined by the appraiser and will split the cost of the appraisals. Right-of-way donations will only be credited if the donation documents are compliant with the CDOT ROW Manual and the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, to ensure federal and state eligibility.

P. In the U.S. 6/SH 93 Corridor, Golden will be responsible for maintaining (1) landscaping in medians, (2) the top surface of the overpasses and interchanges developed under this Section, (3) the landscaped and pedestrian/bicycle surfaces of any enclosed or covered elements developed under Section 1.I, and any added aesthetic features (*e.g.*, decorative features, lighting, structure color); and (4) removal of graffiti from overpasses and interchanges that are built in the Corridor. Golden shall also maintain elements for which it has authority pursuant to CRS § 43-2-135, including, but not limited to, street illumination. All other road, bridge and roadway elements will be given to CDOT to be maintained by them or their designee.

Section 2: Implementation and Funding.

- A. The parties agree that this MOU will guide the development of any future National Environmental Policy Act (NEPA) and Planning and Environmental Linkage (PEL) studies along the corridors, including serving as the baseline for scoping, the establishment of purpose and need, and development of alternatives. This MOU will also serve as the basis for CDOT's future transportation planning efforts.
- B. The parties agree to use their best efforts to fund and implement the improvements covered in this Agreement. This shall include efforts to include the proposed improvements in Section 1 on the Fiscally Constrained Regional Transportation Plan and develop an overall plan of finance.

- C. Nothing in this Agreement shall obligate either of the Parties to fund or start construction of interchange, overpass, realignment or lane projects on SH 93 or U.S. 6 in Golden. However, if any such projects are undertaken, they shall follow the design and operational principles and conditions identified in Section 1 of this Agreement.

Section 3. Financial Obligations.

None of the obligations imposed upon either Party by this Agreement constitutes an indebtedness or multiple fiscal year financial obligation of such Party within the meaning of any constitutional, statutory, or charter limitation or provision. The obligations of each Party to this Agreement, if any, shall be from year to year only, shall be subject to prior appropriation by the governing body of such Party, and shall not constitute a mandatory payment obligation of such Party in any fiscal year beyond the present fiscal year. This Agreement shall not directly or indirectly obligate any Party to make any payments pursuant to this Agreement beyond those budgeted and appropriated for any fiscal year in which this Agreement shall be in effect. The officer of each Party at any time charged with the responsibility of formulating budget proposals for such Party is hereby directed to include in the annual budget proposal submitted to its respective governing body, in any year in which this Agreement shall be in effect, items for all payments required by such Party for the ensuing year under this Agreement. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of each Party that any decision to effect an appropriation for the payment of any amounts required to be paid by such Party in the ensuing year under this Agreement shall be made solely by its governing body.

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AGREEMENT

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Recitals

WHEREAS, this Agreement reflects a shared vision between CDOT and the City of Golden for the future of the State Highway 93 ("SH 93") and United States Route 6 ("U.S. 6") corridor in Golden; and

WHEREAS, the Parties intend that this Agreement form the basis for implementing the vision for the SH 93/U.S. 6 Corridor in Golden; and

WHEREAS, the Parties wish to move beyond historical discussions and disputes regarding the nature of possible future changes to SH 93 and U.S. 6 in and near Golden and toward identifying agreed-upon projects should funding be identified; and

WHEREAS, SH 93 and U.S. 6 are owned and operated by CDOT; and

WHEREAS, SH 93 and U.S. 6 serve both regional and local transportation needs; and

WHEREAS, Golden owns and operates a number of City streets that intersect with U.S. 6 and SH 93; and

WHEREAS, SH 93 and U.S. 6 also divide neighborhoods in Golden; and

WHEREAS, Golden has engaged in an extensive community process and engineering analysis over the last 18 months to identify improvements to SH 93 and U.S. 6 that would improve transportation and quality of life along the SH 93/U.S. 6 corridor; and

WHEREAS, Golden has identified such improvements in a plan entitled "Golden's Plan Highway 6 & 93 Corridor" dated January 2013 ("Golden Plan"), which is attached to this Agreement as Exhibit A; and

WHEREAS, on May 9, 2013, the Golden City Council has endorsed the Golden Plan as the appropriate vision for the U.S. 6/SH 93 Corridor; and

WHEREAS, Golden believes that the Golden Plan will address many of the community impacts of SH 93 and U.S. 6; and

WHEREAS, the improvements in the Golden Plan are designed to achieve a noise level of Day-Night Level 55 decibels at the ground level of residences in Golden near U.S. 6/SH 93; and

WHEREAS, the City has already expended its own funds to install noise berms, walls and other measures to reduce noise from U.S. 6/SH 93 and meet this noise level in many locations; and

WHEREAS, the complete attainment of Golden's noise objectives will depend on construction of the improvements identified in the Golden Plan; and

WHEREAS, the Parties recognize the need for improvements to SH 93 and U.S. 6 in Golden to improve safety, reduce congestion, accommodate expected increases in local and regional traffic, and improve community livability; and

WHEREAS, the Parties have participated in discussions over a period of months to identify appropriate planned improvements to accommodate transportation and community needs; and

WHEREAS, CDOT has analyzed the Golden Plan and the improvements identified in this Agreement and concurs they will be appropriate from a transportation perspective and address regional travel demand on SH 93 and U.S. 6; and

WHEREAS, the Parties intend to cooperate to seek funding for and to implement the improvements identified in this Agreement; and

WHEREAS, under current Colorado law, the Colorado High Performance Transportation Enterprise is required to use funds derived from managed lanes and other tolling arrangements in the corridor in which they were derived; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article XI, Section 7 of the Colorado Constitution, Article XIV, Section 18 of the Colorado Constitution, and Section 29-1-203 of the Colorado Revised Statutes, as amended.

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that both parties mutually agree (1) to evaluate the speed limit for safety reasons; or (2) implement a project or series of projects that change the geometry to facilitate managed lanes or general purpose lanes that demonstrate the need for a higher or lower limit as verified by a CDOT speed study.

B. U.S. 6 and SH 93 in the U.S. 6/SH 93 Corridor shall have no more than two through lanes in each direction for any segment in Golden unless and until average daily trips exceed 70,000 vehicles per day or an average of 1,700 vehicles per hour per lane during peak travel periods (as defined in #7 below) for such segment. The Corridor will have two segments, one on U.S. 6 and the other on SH 93 north of SH 58.

1. Any new, additional lanes on SH 93 and U.S. 6 beyond the existing two through lanes (one in each direction) on SH 93 and four through lanes (two in each direction) on U.S. 6 can be managed lanes or another form of pay-for-use lanes. Transit uses shall be exempted from any charges for use of these lanes.
2. No segment of SH 93 or U.S. 6 in or north of Golden may have a managed or pay-for-use lane until all intersections in that segment have been grade separated as provided in Sections 1.C-1.G of this Agreement.
3. No managed-lane or pay-for-use lanes shall be added through the entirety of the U.S. 6/SH 93 Corridor in Golden unless the mitigation measures identified in Section 1.I of this Agreement have been committed.
4. If a managed or other form of pay-for-use lane is to be added in the Corridor, the Parties agree to negotiate in good faith for the potential use of a share of revenues from such tolling to contribute to the operation and maintenance of the Golden-maintained elements on U.S. 6 and SH 93 identified in Section 1.P.
5. If a managed or other form of pay-for-use lane is to be added in the Corridor, the Parties will follow the requirements established under Section 43-4-808(3)(a) of the Colorado Revised Statutes and all other applicable provisions of the Funding Advancements for Surface Transportation and Economic Recovery Act of 2009.
6. If a managed lane or other pay-for-use lane is to be added in the Corridor, CDOT shall ensure that the free lanes in the Corridor are kept and maintained in the same state of repair as the managed or pay-for-use lanes.

7. The threshold for vehicles per hour per lane during peak periods in this Section I.B shall be considered exceeded when peak period traffic on 80 percent of the Tuesdays, Wednesdays and Thursdays exceeds 1,700 vehicles per hour per lane for a segment during a four-month period.

C. SH 93 north of Washington Avenue shall be relocated to the west of its current alignment in a manner and on an alignment consistent with the design shown in the Golden Plan. The aligned SH 93 will be located on property that Golden and Jefferson County have acquired for that purpose, as well as a small portion of property (as shown generally in Exhibit B) that Golden shall acquire. CDOT shall credit any property donated by Golden or Jefferson County as a local contribution for purposes of any grant, loan or other program requiring or involving local shares of project cost.

D. Interchanges will be developed at the intersections of (a) U.S. 6 and 19th Street; (b) U.S. 6 and Heritage Road, (c) SH 93 and Washington Street, and (d) the current SH 93 alignment and realigned SH 93 (as identified in Section 1.C). These interchanges shall follow the design and approach of the interchanges shown in the Golden Plan, including features to enhance pedestrian and bicycle access consistent with the Golden Plan.

E. Overpasses will be developed where Iowa Street and Golden Gate Canyon Road cross SH 93. Interchange or turning movements to and from SH 93 will not be provided as part of these overpasses.

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G. An interchange will be developed at the intersections of SH 93, U.S. 6 and SH 58 that shall generally follow the design and approach of the interchange shown in the Golden Plan. It is understood, however, that further design and analysis may require switching whether the north-south or east-west element crosses the other element.

H. To the extent that there are any significant deviations from the Golden Plan in the U.S. 6/SH 93 Corridor, the changed elements shall be designed to achieve the same noise performance as the Golden Plan.

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K. As part of the design process for any projects in the Corridor, opportunities for accommodating or improving neighborhood pedestrian and bicycle connections, neighborhood connectivity between the east and west side of the Corridor, access to transit service, and visual aesthetics will be considered and incorporated to the extent practicable.

L. To the extent practicable, other design elements of the Golden Plan not specified above will be considered for projects on the Corridor within the City of Golden.

M. Any changes made to the U.S. 6/SH 93 Corridor shall be designed in full accordance with all applicable federal, state, and local laws, regulations, and ordinances as related to roadway design, environmental impact (including water quality and historic properties), and access.

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P. In the U.S. 6/SH 93 Corridor, Golden will be responsible for maintaining (1) landscaping in medians, (2) the top surface of the overpasses and interchanges developed under this Section, (3) the landscaped and pedestrian/bicycle surfaces of any enclosed or covered elements developed under Section 1.I, and any added aesthetic features (*e.g.*, decorative features, lighting, structure color); and (4) removal of graffiti from overpasses and interchanges that are built in the Corridor. Golden shall also

maintain elements for which it has authority pursuant to CRS § 43-2-135, including, but not limited to, street illumination. All other road, bridge and roadway elements will be given to CDOT to be maintained by them or their designee.

Section 2: Implementation and Funding.

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- B. The parties agree to use their best efforts to fund and implement the improvements covered in this Agreement. This shall include efforts to include the proposed improvements in Section 1 on the Fiscally Constrained Regional Transportation Plan and develop an overall plan of finance.
- C. Nothing in this Agreement shall obligate either of the Parties to fund or start construction of interchange, overpass, realignment or lane projects on SH 93 or U.S. 6 in Golden. However, if any such projects are undertaken, they shall follow the design and operational principles and conditions identified in Section 1 of this Agreement.

Section 3. Financial Obligations.

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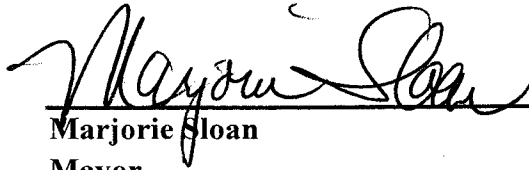
such Party in the ensuing year under this Agreement shall be made solely by its governing body.

**FOR THE COLORADO DEPARTMENT OF
TRANSPORTATION**



Donald E. Hunt
Executive Director

FOR THE CITY OF GOLDEN



Marjorie Sloan
Mayor

DATED: July 11, 2013