

Transportation Commission of Colorado
Regular Meeting Minutes
Aug. 21, 2016

Chairman Gary Reiff convened the meeting at 9:32 a.m.

PRESENT WERE: Gary Reiff, Chairman, District 3
Shannon Gifford, District 1
Ed Peterson, District 2
Kathy Gilliland, District 5
Kathy Connell, District 6
Kathy Hall, District 7
Sidny Zink, Vice Chair, District 8
Bill Thiebaut, District 10
Steven Hofmeister, District 11

EXCUSED: Heather Barry, District 4

VACANT: District 9

ALSO PRESENT: Shailen Bhatt, Executive Director
Michael Lewis, Deputy Executive Director
Josh Laipply, Chief Engineer
Debra Perkins-Smith, Director of Transportation Development
Maria Sobota, CFO
Scott McDaniel, Staff Services Director
Amy Ford, Public Relations Director
Herman Stockinger, Government Relations Director
Paul Jesaitis, Region 1 Transportation Director
Karen Rowe, Region 2 Transportation Director
Dave Eller, Region 3 Transportation Director
Johnny Olson, Region 4 Transportation Director
Mike McVaugh, Region 5 Transportation Director
Jane Fisher, Director of Program Management
Kathy Young, Chief Transportation Counsel
David Spector, HPTE Director
Mark Imhoff, Director of Transit and Rail
Vince Rogalski, STAC Chairman
Chris Wedor, Director of Audit Division

AND: Other staff members, organization representatives,
the public and the news media

An electronic recording of the meeting was made and filed with supporting documents in the Transportation Commission office.

Audience Participation

Mike Delcup brought his concerns to the Commission that the proposed Sun Valley HQ location would be unsafe for employees. He brought statistics from Denver police indicating that there was crime in the new location.

Jim Andrew from Summit County, Colorado thanked Mark Imhoff and the Transit and Rail department for listing the Frisco Transit Center in the SB228 project list. He stated that the Transit Center is strategically located, but is currently too small. The SB 228 funds will help this center grow with the need demonstrated.

Individual Commissioner Comments

Commissioner Gifford had nothing to report for June.

Commissioner Hall had a busy August. She took part in the Telephone Town hall, and thought it was a very successful meeting. She also attended the Grand Valley RTA meeting. In September she has a number of meetings with Cities planned.

Commissioner Hofmeister stated that the road projects in the Northeast Corner of the state are winding down and have made a significant impact in the area.

Commissioner Theibaut is glad to be back from his summer away from Colorado. He expressed his thoughts and sadness for the family in Trinidad that was involved in the Amtrack Crash there. He stated that he is very pleased with the work in his region, it has made a great difference.

Commissioner Peterson also was pleased to take part in the telephone town hall in August. He also had the opportunity to attend the well-attended groundbreaking for the C-470 project.

Commissioner Connell stated there is a lot of construction going on throughout her part of the state. She attended the Northwest TPR and has been attending County meetings throughout her district.

Commissioner Gilliland is excited that the North I-25 project had received the TIGER grant. She complimented staff for their hard work on the project and the communities along the corridor for taking part in matching funds. Additionally, she recently had the opportunity to see the I-25 express lanes in use.

Commissioner Zink attended the San Louis Valley TPR meeting in August. Additionally, she and Mike McVaugh had the chance to discuss transportation with State Senator J. Paul Brown. They discussed how to best communicate with the legislature, and how to help the funding situation in the state.

Commissioner Reiff had the opportunity to attend the C-470 groundbreaking, and was pleased to see the project kick-off. He also had meetings with the Douglas County Commissioners in August. Finally he stated that the commission had a good dinner with the Regional Transportation District.

Executive Director's Report

Executive Director Bhatt discussed the C-470 groundbreaking, and stated that the road is in need of an update to better fit the area it serves. He is pleased to see the progress throughout the state, but it is barely enough to maintain the level of investment in the state.

He also took the opportunity to thank Northern Colorado for their work in the TIGER Grant. The project was sorely needed, and he was happy to see it will occur in a reasonable time frame.

Chief Engineer's Report

Chief Engineer Josh Laipply was proud to announce that CDOT was recognized from ENR for their work on the Veterans Memorial Tunnels and the US-6 Project. Additionally, he stated the joined the Lt. Governor to the I-25 ILEX project, she was impressed to see the progress. Finally, he noted that he was proud to see a significant amount of women working in construction on the ILEX project.

HPTE Director's Report

HPTE Director David Spector discussed the compliance of the roads, and how to monitor US-36 with the Private Partner Plenary Roads. He is excited that the C-470 project is started. HPTE has begun to study Segments 7 &8 of North I-25 to see how to set the toll rates in that area of the highway. Finally, he stated that HPTE is following the previously approved Scope of Work, as well as beyond duties, including I-25 north and the upcoming HOV transition. Finally, the Commission will see the IAA with HPTE for the C-470 project.

FHWA Report

John Cater stated FHWA has been working on a project called "Connection People to Opportunity" which will help individuals improve their lives through Transportation. Finally, he signed the FONSI for the US50 West project in Pueblo, so the project can now move forward.

STAC

Vince Rogalski let the Transportation Commission know that they had a robust discussion the last month on the Bicycle and Pedestrian programs in the state. One of the hot topics were where Electronic Bikes come into the program. STAC also had discussions on the locations of Alternate Fuel Corridors and some suggestions for CDOT's Freight Program. Finally STAC invited the Transportation Commissioners to join the September 23 STAC meeting.

Act on Consent Agenda

Chairman Reiff entertained a motion to approve the Consent Agenda. Commissioner Gilliland moved for approval of the resolution, and Commissioner Peterson seconded the motion. Upon vote of the Commission, the resolution passed unanimously.

Resolution #TC-16-8-1

BE IT HEREBY RESOLVED, that the Transportation Commission's Regular Meeting Minutes for July 21, 2016, are approved.

Resolution #TC-16-8-2

Resolution #TC-16-8-2

Adopting the Transportation Commission Committee and Board Rosters for 2016/2017

Approved by the Transportation Commission on Aug. 18, 2016.

WHEREAS, under C.R.S. 43-1-106, the Transportation Commission of Colorado has powers and duties pertaining to the Colorado Department of Transportation; and

WHEREAS the following Commissioners are proposed to serve on the following Board and Commissions:

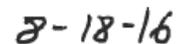
- High Performance Transportation Enterprise Board of Directors: Shannon Gifford, Gary Reiff, Kathy Gilliland
- Audit Review Committee: Ed Peterson, Kathy Connell, Sidny Zink, Bill Thiebaut
- DBE Committee (Small Business and Diversity Committee): Heather Barry, Kathy Gilliland, Bill Thiebaut, Steven Hofmeister
- Transit and Intermodal Committee: Shannon Gifford, Ed Peterson, Kathy Gilliland, Kathy Hall, Bill Thiebaut
- Efficiency & Accountability Committee: Sidny Zink
- Scenic Byways: Kathy Hall
- State Infrastructure Bank Review Committee: Steven Hofmeister; and

WHEREAS, the membership described above meets the requirements of the required number of Commissioners on each Committee and Board.

NOW THEREFORE BE IT RESOLVED, the Commission authorizes by resolution that the TC Members set for the above shall serve for the Committees as stated.



Herman Stockinger, Secretary
Transportation Commission of Colorado



Date of Approval

Resolution #TC-16-8-3

Resolution #TC-16-8-3

Authorization of annual roll forward requests.

Approved by the Transportation Commission on Aug. 18, 2016.

WHEREAS, the Transportation Commission has oversight of the Colorado Department of Transportation annual budget, including roll forward requests; and

WHEREAS, offices of the Colorado Department of Transportation can make requests to roll forward budget resources from a prior fiscal year to a current fiscal year; and

WHEREAS, the Division of Highway Maintenance has applied to the Office of Financial Management and Budget to roll forward \$2,630,000 of FY 2015-16 funds to FY 2016-17 for specific prioritized projects; and

WHEREAS, these projects have positive cost-benefit ratios that will make the Department more efficient, increase public safety, and further increase compliance with regulations; and

WHEREAS, Policy Directive 703.0, updated in June 2016 by the Transportation Commission, allows only the Transportation Commission to approve roll forward requests above \$1.0 million; and

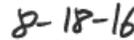
WHEREAS, Department Executive Management must approve roll forward requests greater than \$1.0 million before they are presented to the Transportation Commission; and

WHEREAS, The Office of Financial Management and Budget, based on approval of Executive Management, has requested the Transportation Commission approve the \$2,630,000 roll forward request from the Division of Highway Maintenance.

NOW THEREFORE BE IT RESOLVED, the Transportation Commission, in accordance with Policy Directive 703.0, authorizes the Office of Financial Management and Budget to roll forward \$2,630,000 from FY 2015-16 to FY 2016-17 for projects managed by the Division of Highway Maintenance.



Herman Stockinger, Secretary
Approval Transportation Commission of Colorado



Date of

Discuss and Act on the 2nd Budget Supplement of FY 2017

Chief Financial Officer Maria Sobota brought forward the 2nd Budget Supplement of 2017 and opened the floor for questions. There were none.

Chairman Reiff entertained a motion to approve the 2nd Budget Supplement of FY 2017 for Service. Commissioner Connell moved for approval of the resolution, and Commissioner Hall seconded the motion. Upon vote of the Commission, the resolution passed unanimously.

Approval of SB 228 Projects List

Mark Imhoff presented to the Commission the first round of Senate Bill 228 Projects. This list has been discussed and approved by the T&I Committee and STAC. Included in the list are the proposed second and third phases.

Commissioner Thiebaut asked where the figures in the proposed Phase 2 and 3 came

from. Mark Imhoff stated they were estimates.

Commissioner Gilliland stated that she appreciated the efforts that have gone into this. She is excited about the expansion and how Bustang has been performing.

Commissioner Hofmeister stated he is voting no on this, and urged his fellow commissioners to as well. He believes it is premature to support some of the projects, and would like more community buy in before they are approved. Additionally he believes the rural bus service is not needed, despite what the numbers indicate.

Commissioner Zink asked if the list was adopted, what are the opportunities for modification. Mark Imhoff said that the first Phase will be locked in, but Phase 2 and 3 could be changed at a later date.

Commissioner Thiebaut stated that he was not ready to vote on Phase 2 and 3 figures. Mark Imhoff stated he will have a chance to discuss at a later date.

Commissioner Hofmeister motioned to table the motion until the September meeting. The motion failed 10-1.

Chairman Reiff entertained a motion to approve the SB228 Projects. Commissioner Peterson moved for approval of the resolution, and Commissioner Connell seconded the motion. Upon vote of the Commission, the resolution passed 10-1.

Resolution #TC-16-8-5

Resolution # TC-16-8-5

Approval of the allocation of SB 228 Transit Projects

Approved by the Transportation Commission on Aug. 18, 2016.

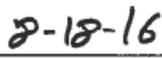
Whereas, SB228 funds have been allocated to CDOT for FY 2016/17 (\$199.2M), and at least 10% (\$19.92M) are to be used for transit projects; and

Whereas, the list of projects meets the SB228 criteria of being strategic in nature, and serving a statewide or regional purpose; and

Whereas, the Division of Transit & Rail developed a recommended list of SB228 transit projects, and received the Transit & Intermodal Committee recommendation of same list to the full Commission at their July, 2016 meeting.

NOW THEREFORE BE IT RESOLVED, the Commission approves the attached list of FY 2016/17 SB228 Transit Projects, and further development of FY 2017/18 projects.


Herman Stockinger, Secretary
Transportation Commission of Colorado


Date of Approval

SIB Report

CFO Maria Sobota brought the memo to the Commissions Attention and opened the floor for questions. There were none. Commissioner Reiff stated that Commisisoner Hofmeister is the SIB Member of the committee.

HQ/R1 Relocation

Executive Director Bhatt began by presenting the history of how the discussion on HQ relocation came to be. He stated this has been a several year process to make the business case for the new HQ rather than upgrading the old HQ.

David Fox discussed the need to upgrade the Headquarters and Region 1 facilities. He also went over the critierias looked at for a new headquarters location and facility. Jamie Rupp of Jones Lang Lesalle went over the site chosen for the new HQ and discussed the reasons for the site that was chosen. Additionally he discussed the real estate procurement process involved. David Fox walked the Commission through the

Budget of the project and how it was set. Maria Sobota then walked the Commission through their recommendation to use COP's to fund the project as well as the alternate funding sources and why they are not recommended.

Commissioner Thiebaut asked Maria Sobota if CDOT could afford the Debt Service on COP's, she stated that CDOT can. Commissioner Thiebaut asked if the Department would be able to pay the Debt Service as well as the operational cost. Maria pointed out that the department will be able to.

Commissioner Peterson discussed how excited he will be for the new facilities to allow for the best use of personell and to attract new employees. Additionally, he stated he has confidence that the process to select a new Headquarters was done appropriately.

Chairman Reiff entertained a motion to approve the 2nd Budget Supplement of FY 2017 for Service. Commissioner Connell moved for approval of the resolution, and Commissioner Hall seconded the motion. Upon vote of the Commission, the resolution passed unanimously.

Commissioner Gilliland stated her support for the project due to the fact that the status quo would cost the same as building a new building.

Commissioner Zink came into the idea of a new building as a skeptic. However, due to the professional and excellent work of the team, she is now in support of the project, and is convinced it is the appropriate thing for the department to do.

Commissioner Gifford state that it isn't even a difficult decisions financially, as the end result will be the same but the department will have a new building.

Commissioner Reiff asked what the comfort level with the design build contract. He was told the contingency was sufficient to deal with unknown conditions. Commissioner Reiff stated that he started skeptical about building a new headquarters. However, the tremendous work staff did has changed his mind.

Chairman Reiff entertained a motion to approve the Relocation of Headquarters and Region 1 for Service. Commissioner Connell moved for approval of the resolution, and Commissioner Gifford seconded the motion. Upon vote of the Commission, the resolution passed unanimously.

Commissioner Thiebaut stated he is supporting the new headquarters as it is cost effective, and the right thing to do for the department.

Resolution #TC-16-8-6

Resolution Number TC-16-8-6

A resolution of the Colorado State Transportation Commission declaring the official intent of the Colorado Department of Transportation to reimburse itself from the proceeds of a future lease purchase financing for capital expenditures and providing certain other matters in connection therewith

Approved by the Transportation Commission on Aug. 18, 2016.

WHEREAS, the Colorado Department of Transportation (“CDOT”) is an executive department of the State of Colorado; and

WHEREAS, the Colorado State Transportation Commission (the “Commission”) is the governing body of CDOT; and

WHEREAS, CDOT presently intends to acquire, renovate and construct certain properties to house CDOT operations (the “Project”), including but not limited to facilities in Denver, Colorado; and

WHEREAS, June 18, 2015, the Transportation Commission approved resolution #15-6-8 to authorize staff to expend \$2,000,000 (in aggregate, including the initial design amount) to fund design through the Design Development phase, provide earnest money in an effort to secure potential site location(s) for the Project and establish the Project GMP; and

WHEREAS, CDOT has successfully negotiated a Purchase and Sale Contract for approximately three acres of Project Property located at the northeast corner of Federal Blvd and Howard Place; and

WHEREAS, the contracted purchase price for the Project Property is \$5,999,999; and

WHEREAS, CDOT currently intends and reasonably expects to participate in a lease purchase financing to finance the Project, including an amount of approximately \$83,400,000 (the “Reimbursement Amount”) for reimbursing CDOT for capital expenditures made by CDOT for the Project prior to the date when funds for the Project are available from such financing; and

WHEREAS, the initial expenditure of funds of CDOT for the Project, other than preliminary expenditures, as such term is defined in 26

C.F.R. § 1.150-2(f)(2) ("Preliminary Expenditures"), occurred on a date that is within 60 days prior to the date hereof; and

WHEREAS, such lease purchase financing is to occur within 18 months of either the date that CDOT first expended funds other than Preliminary Expenditures for the Project or the date that the Project is placed in service, whichever is later (but in no event more than three years after the date of the original expenditure of CDOT funds, other than Preliminary Expenditures, for the Project); and

WHEREAS, the Commission hereby desires to declare the official intent of CDOT, pursuant to 26 C.F.R. § 1.150-2, to reimburse itself for the expenditure of CDOT funds for the Project from the proceeds of a future lease purchase financing of CDOT;

NOW, THEREFORE, BE IT RESOLVED BY THE COLORADO STATE TRANSPORTATION COMMISSION:

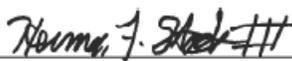
Section 1. Dates of Capital Expenditures. All of the capital expenditures covered by this Resolution were or will be made not earlier than 60 days prior to the date of this Resolution. For the avoidance of doubt, the expenditures referenced in the preceding sentence do not include the Preliminary Expenditures, certain of which were made before 60 days prior to the date of this Resolution.

Section 2. Declaration of Official Intent. CDOT presently intends and reasonably expects to participate in a lease purchase financing within 18 months of either the date of the first expenditure of funds by CDOT for the Project (other than Preliminary Expenditures) or the date that the Project is placed in service, whichever is later (but in no event more than three years after the date of the original expenditure of CDOT funds, other than Preliminary Expenditures, for the Project), and to allocate an amount approximately equal to the Reimbursement Amount of the proceeds thereof to reimburse CDOT for its expenditures in connection with the Project.

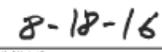
Section 3. Authorization for CDOT to Participate in Lease Purchase Financing. The Commission hereby authorizes CDOT, pursuant to 26 C.F.R. § 1.150-2 and consistent with this Resolution, to reimburse itself for the expenditure of CDOT funds on the Project, in an amount not to exceed \$83,400,000, from the proceeds of a future lease purchase financing of CDOT.

Section 4. Confirmation of Prior Acts. All prior actions of the officials and agents of CDOT that are in conformity with the purpose and intent of this Resolution and in furtherance of the Project shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its passage.



Herman Stockinger, Secretary
Transportation Commission of Colorado



Date of Approval

Adjournment

Chairman Reiff closed the July Transportation Commission meeting at 11:34 a.m.



COLORADO

Department of Transportation

Division of Highway Maintenance

4201 East Arkansas Ave, 3rd Floor
Denver, CO 80222

TRANSPORTATION COMMISSION REQUEST

TO: Transportation Commission
FROM: Kyle Lester, Director of Highway Maintenance
CC: Michael P. Lewis, CDOT Chief Operating Officer

DATE: August 16, 2016
SUBJECT: Additions to FY 17 Maintenance \$50,000 to \$150,000 project list

Purpose

The Maintenance Sections have identified projects valued at between \$50,000 and \$150,000 for construction in FY 17. The resolution details the project locations, type, and dollar value.

Action Requested

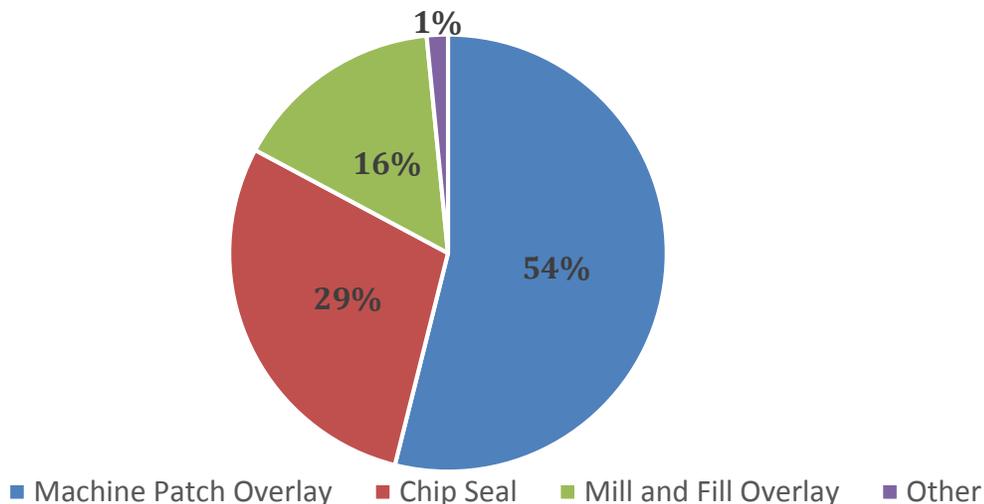
Maintenance and Operations is seeking the Transportation Commission's approval of the projects, in accordance with CRS 24-92-109, and PD 1000.0.

Background

CRS 24-92-109, and PD 1000.0 require CDOT to prepare estimates of proposed work exceeding \$50,000 for Transportation Commission approval prior to undertaking the work. The same statute limits the value of these projects to \$150,000 each. The program allows the Maintenance Sections the flexibility to react to current needs by treating individual segments of highway showing distress. Other remaining projects are performed in support of the pavement management model focused on preventive maintenance and thin lift overlays to keep the highways usable for the traveling public and commerce. The FY17 target is 80% of the Transportation Commission approved projects matching the pavement management model recommendations for preventive maintenance. Maintenance Sections 1 has 3 additional projects. Bringing the total projects to 128 with 105 matching the pavement management model equalling an 84% match. Guidelines on spacing of projects has been at least 1 mile in between the projects, however on divided highway segments there are situations that warrant repairs in the same area of highway but on differing directions of travel.

Sufficient funds exist within the appropriate MPA's to pursue these additional projects. The projects are in accordance with the directive and all other requirements. Maintenance and Operations recommends approval of the FY 17 over \$50,000 project list.

Project Type and Percentage of Each category of projects



Key Benefits

Approval of these projects will allow the Maintenance forces to proceed with these projects ensuring the safety and mobility of the traveling public and enabling the continuation of commerce along the state highway system.

Next Steps

Upon approval, the Maintenance forces will proceed with construction of these projects after September 12, as weather permits.

Attachments

TC Resolution titled - Fiscal Year 2017 additions over \$50,000 project list approval.



Date: September 15, 2016

To: Colorado Transportation Commission / High Performance Transportation Enterprise Board

From: Nicholas Farber, HPTE Operations Manager; Brent Butzin, HPTE General Counsel

Subject: Intra-Agency Agreement between CDOT and HPTE regarding the C-470 Express Lanes Project

Purpose

The purpose of this memo is to summarize the Intra-Agency Agreement (IAA) between CDOT and HPTE regarding the financing of the C-470 Express Lanes Project (Project) and to recommend its approval.

Action

The Board and TC are asked to adopt a resolution that supports the staff recommendation to approve the IAA.

Project Background

The C-470 Express Lanes Project (the Project) is located along 12.5 miles of C-470, between Interstate 25 (I-25) and Wadsworth Boulevard. The Project includes reconstructing existing pavement, adding auxiliary lanes, improving on and off ramps as well as the construction of new express lanes both westbound and eastbound. The total cost of the Project is \$276 million with funding coming from CDOT, local stakeholders and HPTE who will borrow the remainder of the Project cost through a TIFIA loan and toll revenue backed bonds.

C-470 Intra-Agency Agreement Details

IAAs between CDOT and HPTE document the substantive terms of how CDOT and HPTE work together and allocate rights and responsibilities on shared projects. This IAA for C-470 will address traditional provisions normally contained in all CDOT/HPTE IAAs on other corridors, e.g. operations and maintenance responsibilities, and the CDOT Backup loan, (see MEXL and I-25N Segment 2 IAAs). However, because of the financing required to complete construction the C-470 Express Lanes Project IAA must have provisions regarding the HPTE TIFIA loan and the toll backed revenue bonds.

Provisions Unique to this IAA

Below is a summary of the key substantive provisions that are unique to this IAA. The IAA is attached as (Attachment A) and resolution is attached as (Attachment B):

- *HPTE Contribution & Project Cost Overruns*: Describes that HPTE will contribute the TIFIA loan proceeds and toll revenue backed bond proceeds to the Project, and that CDOT will remain responsible for any Project contingency and cost overruns (IAA §§ I(1), II(7), III(1)).
 - Exact numbers will not be in this version of the IAA because those amounts will not be finalized until prior to Financial Close.
 - Staff will come back to the Commission and the HPTE Board prior to Financial Close to amend the IAA by inserting final amounts.
- *Flow of Funds*: Describes how HPTE's contribution flows to CDOT for construction related expenses (IAA § III(1)).
- *Scope of CDOT Backup Loan*: In addition to being able to request a backup loan for O&M costs, HPTE may request a backup loan for toll processing costs (IAA §§ II(7), III(2), III(3)).
 - Required due to the gross revenue pledge for the Project financing.
 - Includes ability to request that potential loan amounts be set aside if a shortfall will occur.
- *Flow of certain funds to the bond trustee*: Describes how Project completion security funds (payment and performance bonds, parent company guarantee, Delay in Start Up insurance coverage, and liquidated damages all sized to cover HPTE debt service in the event of construction delays) flow to the trustee (IAA § I(1)(a)).
- *CDOT covenants*: Because CDOT is not a counterparty to the TIFIA loan, CDOT's covenants with respect to Project completion, O&M responsibilities, and environmental approvals are contained in this IAA instead.

Key Benefits

- IAA Provides TIFIA and bond holders with certainty regarding HPTE and CDOT's roles and responsibilities.
- Documents the necessary contractual obligations between CDOT and HPTE.
- Approval of the IAA will reinforce the mutually beneficial partnership between CDOT and HPTE on corridors where there are managed and general purpose lanes.

Commission Options/Decision Matrix

- 1) **Staff Recommendation:** Approve the IAA. CDOT and HPTE will execute the IAA, and construction will begin around October 1st.
- 2) Review but do not approve the IAA. Provide instructions on changes or revisions. Project financing would be delayed by at least one month.

Next Steps

If approved, the IAA will be executed by CDOT and HPTE. Financial close will be in late November early December. HPTE will come back around that time to seek an amendment with final numbers to the IAA and any changes required by lenders.

Recommendations

The staff recommends that the Board approve a resolution authorizing the execution of this agreement.

Attachments

Attachment A: Resolution Approving the Intra-Agency Agreement between the Colorado Department of Transportation and the High Performance Transportation Enterprise for the C-470 Express Lanes Project
Attachment B: C-470 Express Lanes Project Intra-Agency Agreement

Attachment A: Resolution Approving the Intra-Agency Agreement between the Colorado Department of Transportation and the High Performance Transportation Enterprise for the C-470 Express Lanes Project

Resolution #TC-16-1-

Approving an Intra-Agency Agreement between the Colorado Department of Transportation and the Colorado High Performance Transportation Enterprise for the C-470 Express Lanes Project.

Approved by the Transportation Commission on _____.

WHEREAS, pursuant to Section 43-1-106(8), C.R.S, the Transportation Commission is responsible for formulating the general policy with respect to the management, construction, and maintenance of public highways and other transportation systems in the state; and

WHEREAS, the Transportation Commission promulgates and adopts all budgets for the Colorado Department of Transportation (“CDOT”) and state transportation programs; and

WHEREAS, the General Assembly created the Colorado High Performance Transportation Enterprise (“HPTE”), pursuant to Section 43-4-806, C.R.S., as a government-owned business within CDOT to pursue innovative means of more efficiently financing important surface transportation projects that will improve the safety, capacity, and accessibility of the surface transportation system; and

WHEREAS, HPTE is authorized, pursuant to Section 43-4-806(2)(c)(I), C.R.S., to impose user fees on the travelling public for the privilege of using surface transportation infrastructure, and is further authorized pursuant to Section 43-4-806(2)(c)(III), C.R.S. to contract with any governmental or non-governmental source of funding for loans to be used in support of HPTE’s functions; and

WHEREAS, CDOT, in partnership with HPTE, is undertaking the first phase of the C-470 Express Lanes Project which generally consists of the completion of one to two new tolled express lanes in each direction on State Highway 470 (“C-470”) from approximately Wadsworth Boulevard to the C-470/Interstate 25 interchange (the “Project”); and

WHEREAS, CDOT has requested HPTE’s involvement in the Project for a variety of benefits that CDOT will receive from implementing tolling on the Project, including, but not limited to, allowing CDOT to better manage congestion over the long term on C-470 and providing the traveling public with the choice of a new travel lane with more reliable and efficient travel times; and

WHEREAS, the Transportation Commission supports the Project and recognizes the benefits that CDOT and the State will receive from implementing tolling on the Project; and

WHEREAS, in an effort to assist CDOT with financing the Project, HPTE intends to enter into certain financing agreements, pursuant to which HPTE will pledge all amounts received by HPTE from tolls, rates and other user fees imposed by HPTE pursuant to Section 43-4-806(2)(C)(I), C.R.S. for the privilege of traveling on the Project; and

WHEREAS, HPTE currently anticipates that the financing for HPTE's share of the Project costs will include the issuance of senior toll revenue bonds under a master trust indenture (the "Senior Bonds"), as well as a loan of additional funds under a loan agreement with the U.S. Department of Transportation, by and through its Transportation Infrastructure Finance and Innovation Act ("TIFIA") Joint Program Office (the "TIFIA Loan", which together with the Senior Bonds constitutes the "Financing"), which Financing, to consist of one or more closings, will fund the payment of certain costs and expenses of the planning, design, engineering, acquisition, installation or construction of the Project, and other lawful expenses and costs related thereto; and

WHEREAS, CDOT has entered into a contract for the Project with a design-build contractor for the design, engineering and construction of the Project which establishes, *inter alia*, certain minimum insurances to be provided by the design-build contractor, and sets forth liquidated damages to be assessed by CDOT in the event the Project is not completed within the timeframe set forth in the design-build contract; and

WHEREAS, HPTE has entered into a Managed Lanes Tolling Services Agreement, dated May 7, 2015 (the "TSA") with the E-470 Public Highway Authority ("E-470") pursuant to which E-470 provides Tolling Services for HPTE Tolling Facilities, including, but not limited to, Toll Collection and Adjudication Services, conditioned upon payment by HPTE to E-470 of E-470's Expenses, including Transaction Costs, Reimbursable Costs, and/or costs per dollar of Gross Toll Revenue, all in accordance with the TSA; and

WHEREAS, pursuant to Section 43-4-806(4), C.R.S., the Transportation Commission may authorize the transfer of money from the state highway fund to HPTE to defray expenses of HPTE; and

WHEREAS, any loan that CDOT provides HPTE under the Segment 3 Intra-Agency Agreement shall, notwithstanding any state fiscal rule or generally accepted accounting principle that could otherwise be interpreted to require a contrary conclusion, constitute a loan from the Transportation Commission to HPTE and shall not be considered a grant for purposes of Section 20(2)(d) of Article X of the State Constitution; and

WHEREAS, in consideration of the various terms, covenants, and conditions set forth herein, including the benefits that CDOT will receive as a result of the Financing and the Project, CDOT and HPTE have agreed to enter into the C-470 Express Lanes (Phase 1) Project Intra-Agency Agreement (the “C-470 Intra-Agency Agreement”), pursuant to which HPTE can request financial support from the Transportation Commission in the form of a CDOT Backup Loan to assist HPTE in fulfilling any operations and maintenance obligations, including amounts payable to E-470, in the event revenues, together with any available reserves, are insufficient, or projected to be insufficient, to satisfy such obligations; and

WHEREAS, the Transportation Commission recognizes and respects the legal principle that it cannot bind future Transportation Commissions with respect to budgetary and policy decisions, recognizes it cannot agree, in advance, to allocate and transfer state highway funds for a loan to HPTE, and agrees that any decision as to whether or not to allocate and transfer such funds for such purposes shall be made by the Transportation Commission, in its sole discretion, in the year in which the HPTE request occurs; and

WHEREAS, CDOT and HPTE further desire to enter into this C-470 Intra-Agency Agreement to define their respective roles and responsibilities with respect to funding the construction of the Project and cooperation on the operation and maintenance of the Project and adjacent general purpose lanes, and to allocate the costs related thereto; and

NOW THEREFORE BE IT RESOLVED, the Transportation Commission hereby approves and authorizes CDOT to enter into the C-470 Intra-Agency Agreement with HPTE in substantially the form presented to the Transportation Commission and authorizes the CDOT Executive Director or his delegee to execute the C-470 Intra-Agency Agreement with such changes therein and additions thereto, not inconsistent with this Resolution, as are approved by the CDOT Executive Director or his delegee (whose signature thereon shall constitute conclusive evidence of such approval).

BE IT FURTHER RESOLVED, the Transportation Commission hereby acknowledges that the Financing agreements are not yet available and that a subsequent amendment to the C-470 Intra-Agency Agreement will be required on or before closing on the earlier to occur of the TIFIA Loan or the Senior Bonds, which amendment shall, among other things, set forth HPTE’s final contribution amount toward the construction of the Project.

Herman Stockinger, Secretary
Transportation Commission of Colorado

Date

C-470 EXPRESS LANES (PHASE 1) PROJECT

INTRA-AGENCY AGREEMENT

THIS INTRA-AGENCY AGREEMENT (this “Agreement”) is made this ___ day of _____, 2016 by and between the STATE OF COLORADO for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION (“CDOT”) and the COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE, a government-owned business and a division of CDOT (“HPTE”). CDOT and HPTE are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. CDOT is an agency of the State of Colorado authorized pursuant to Section 43-1-105, C.R.S. to plan, develop, construct, coordinate, and promote an integrated transportation system in cooperation with federal, regional, local and other state agencies.

B. The Transportation Commission of Colorado (the “Transportation Commission”) is the budgetary and policy making body for CDOT with all powers and duties granted by the Colorado General Assembly pursuant to Section 43-1-106, C.R.S.

C. HPTE was created pursuant to Section 43-4-806(2), C.R.S. as a government-owned business within CDOT to pursue innovative means of financing important surface transportation projects that will improve the safety, capacity, and accessibility of the surface transportation system, can feasibly be commenced in a reasonable amount of time, and will allow more efficient movement of people, goods, and information throughout Colorado.

D. On November 20, 2015, the Federal Highway Administration issued and approved the *C-470 Corridor Finding of No Significant Impact (FONSI), Kipling Parkway to I-25, November 25* (the “FONSI”), in accordance with 42 U.S.C. § 4321, *et seq.*

E. CDOT and HPTE are currently working in cooperation on the planning, financing, construction, implementation and operation of the first phase of the approved project, generally consisting of the completion of one to two new tolled express lanes in each direction on State Highway 470 (“C-470”) from approximately Wadsworth Boulevard to the C-470/Interstate 25 interchange (the “Project”).

F. CDOT has requested HPTE’s involvement in the Project for the variety of benefits CDOT will receive from implementing tolling on the Project, including, but not limited to, allowing CDOT to better manage congestion over the long term on C-470 and providing the traveling public with the choice of a new travel lane with more reliable and efficient travel times.

G. HPTE is authorized pursuant to Section 43-4-806(2)(c)(I), C.R.S. to impose user fees on the traveling public for the privilege of using surface transportation infrastructure, and is further authorized pursuant to Section 43-4-806(2)(c)(III), C.R.S. to contract with any governmental or non-governmental source of funding for loans to be used in support of HPTE's functions.

H. Consistent with HPTE's statutory purpose as a government-owned business and enterprise for purposes of Article X, Section 20 of the State Constitution, and in order to support CDOT's efforts to finance the Project, HPTE intends to enter into certain financing agreements pursuant to which HPTE will pledge all amounts received by HPTE from tolls, rates and other user fees imposed by HPTE pursuant to Section 43-4-806(2)(C)(I), C.R.S., for the privilege of traveling on the Project (the "Gross Revenues").

I. HPTE currently anticipates that the financing for HPTE's share of the Project costs will include the issuance of senior lien toll revenue bonds under a master trust indenture (the "Senior Bonds"), as well as a loan of additional funds under a loan agreement with the U.S. Department of Transportation, by and through its Transportation Infrastructure Finance and Innovation Act ("TIFIA") Joint Program Office (the "TIFIA Loan," which together with the Senior Bonds constitutes the "Financing"), which Financing, to consist of one or more closings, will fund the payment of certain costs and expenses of the planning, design, engineering, acquisition, installation or construction of the Project, and other lawful expenses and costs related thereto.

J. CDOT has entered into that certain contract for the C-470 Tolled Express Lanes Segment 1 Design-Build Project dated June 16, 2016 with Flatiron/AECOM LLC (the "Design-Builder") for the design, engineering and construction of the Project (the "D-B Contract") which establishes, *inter alia*, minimum insurances to be provided by the Design Builder during the construction period, certain required parent guarantees and payment and performance bonds, and sets forth liquidated damages to be assessed by CDOT in the event the Project is not completed within the timeframe set forth in the D-B Contract.

K. HPTE has entered into that certain Managed Lanes Tolling Services Agreement, dated May 7, 2015 (the "TSA") with the E-470 Public Highway Authority ("E-470") pursuant to which E-470 provides Tolling Services for HPTE Tolling Facilities, including, but not limited to, Toll Collection and Adjudication Services, conditioned upon payment by HPTE to E-470 of E-470's Expenses, including Transaction Costs, Reimbursable Costs, and/or costs per dollar of Gross Toll Revenue, all in accordance with the TSA.

L. Pursuant to Section 43-4-806(4), C.R.S., the Transportation Commission may authorize the transfer of money from the state highway fund to HPTE to defray expenses of HPTE and, notwithstanding any state fiscal rule or generally accepted accounting principle that could otherwise be interpreted to require a contrary conclusion, such a transfer shall constitute a loan from the Transportation Commission to HPTE and shall not be considered a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

M. In consideration of the various terms, covenants, and conditions set forth herein, including the benefits that CDOT will receive as a result of the Financing and the Project, CDOT and HPTE have agreed to enter into this Agreement pursuant to which HPTE can request financial support from the Transportation Commission to assist HPTE in fulfilling its obligations with respect to HPTE O&M Obligations (as such term is hereinafter defined) in the event revenues, together with any available reserves, are insufficient, or projected to be insufficient, to satisfy HPTE's obligations.

N. HPTE recognizes and acknowledges that any such financial support shall be in the form of a CDOT Backup Loan (as defined and further described in Section III below) from the Transportation Commission to HPTE pursuant to Section 43-4-806(4), C.R.S. The Transportation Commission may, in its sole and absolute discretion, but is not obligated to, make a CDOT Backup Loan. If the Transportation Commission elects not to make a CDOT Backup Loan, such an election shall not, by itself, result in a default of HPTE under any of HPTE's Financing documents.

O. CDOT and HPTE further desire to enter into this Agreement to define their respective roles and responsibilities with respect to funding the construction of the Project and cooperation on the operation and maintenance of the Project and adjacent general purpose lanes, and to allocate the costs related thereto.

P. This Agreement is executed by HPTE under the authority of Sections 29-1-203 and 43-4-806(6)(h), C.R.S., and by CDOT under the authority of Sections 43-1-110 and 43-1-116, C.R.S.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, AND THE VARIOUS TERMS, COVENANTS, AND CONDITIONS SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

TERMS AND CONDITIONS

I. CONSTRUCTION OF THE PROJECT

1. Project Budget. CDOT is primarily responsible for the capital costs of the Project. Notwithstanding the foregoing, in consideration of the various benefits HPTE receives by implementing a user fee system on the Project, HPTE has agreed to contribute a portion of the proceeds of the Financing toward the design, acquisition and construction of the Project. The specific amounts of HPTE's contribution toward the design, acquisition and construction of the Project shall be set forth in an amendment to this Agreement that the Parties agree shall be approved on or before closing on the earlier to occur of the TIFIA Loan or the Senior Bonds.

The manner in which both CDOT's and HPTE's respective contributions will be requisitioned for the payment of costs of the Project shall be set forth in the Financing agreements. HPTE's contribution amount, once finally established, shall be in full satisfaction of any obligations HPTE might have with respect to financing the design, acquisition and the construction of the Project. CDOT represents that such contribution is expected to be sufficient to complete the Project; provided, however, that if costs to complete the Project exceed the funding available, CDOT, and not HPTE, shall be solely responsible for identifying additional funding sources to cover any shortfalls.

2. Delays in Project Completion. CDOT acknowledges that time is of the essence in the completion of the Project; that HPTE intends to pledge future user fee revenues toward the repayment of the TIFIA Loan and Senior Bonds; and that HPTE may incur costs in the event tolling does not commence within the timeframes contemplated in the D-B Contract. CDOT shall be liable to HPTE for any costs incurred by HPTE under the Financing agreements that arise as a result of construction delays, except to the extent any delay in tolling commencement is caused by HPTE or E-470 and is not attributable to the actions of CDOT or the Design Builder. CDOT agrees and covenants that it shall: (i) undertake all actions necessary to enforce the provisions of the D-B Contract; (ii) cause the Design Builder to seek recovery under any available delay in start up or builders risk insurance policies; (iii) take all reasonable actions to recover amounts payable under the provisions of any surety or parent company guarantees provided to CDOT by the Design Builder; and (iv) in the event of delayed construction completion, enforce all liquidated damages provisions against the Design Builder and remit any liquidated damages amounts received first to HPTE to cover any liabilities it incurs under the Financing agreements.

3. CDOT Responsibilities. Except as otherwise specifically identified as a responsibility of HPTE in Paragraph 3 of this Section, CDOT shall be responsible for the design, acquisition and construction of the Project, including, but not limited to, the following:

a. CDOT will provide reasonable cooperation to HPTE with regard to the Financing and any continuing disclosure or other ongoing obligations related thereto.

b. CDOT will provide design and construction management for the Project and will oversee the Design Builder who shall perform the construction in accordance with the approved design plans and/or administer the construction, all in accordance with the D-B Contract. Such administration shall include, but not be limited to, inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting requirements of applicable federal and state laws and regulations.

c. CDOT will be responsible for acquiring all rights of way, if any, necessary for the Project and for compliance with the Uniform Federal Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. § 4601, *et seq.*) requirements.

d. If necessary, CDOT will be responsible for obtaining the proper clearance or approval from any public or private utility company that may become involved in the Project.

e. CDOT shall ensure that any and all work in connection with the Project is undertaken in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (42 U.S.C. § 4321, *et seq.*), as applicable, and the FONSI.

f. CDOT will be responsible for ensuring compliance with Federal Disadvantaged Business Enterprise requirements for the Project.

g. In the event the Project involves modifications of a railroad company's facilities whereby the related work is to be accomplished by railroad company forces, CDOT shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that work without compliance. CDOT shall also establish contact with the railroad company involved for the purposes of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal aid projects involving railroad facilities.

h. CDOT will maintain all documents related to the construction of the Project and make them available for inspection and review by HPTE and all federal agencies with an interest in the Project for a period of not less than three years after the completion of the work.

i. CDOT may be responsible for all other items in the Memorandum of Understanding by and between CDOT and HPTE, dated September 30, 2013, as may be amended from time to time (the "MOU") identified as the responsibility of CDOT's Office of Major Project Development.

4. HPTE Responsibilities. HPTE shall be specifically responsible for the following with respect to the construction of the Project:

a. HPTE will be responsible for the contracting necessary to implement a user fee system, including paying for the costs of all tolling equipment, software and related installation, including, but not limited to, any obligations to E-470 under the TSA.

b. HPTE may be responsible for other items identified in the MOU as a responsibility of HPTE.

II. OPERATIONS AND MAINTENANCE OF THE PROJECT

1. Overview and Costs. The Project is being constructed adjacent to the C-470 general purpose lanes (within the Project area, referred to herein as the “General Purpose Lanes”), and the Parties recognize the need to cooperate in carrying out the related operations and maintenance for the Project and adjacent General Purpose Lanes. To that end, the Parties agree to cooperate in ensuring that the operations and maintenance are performed and agree to the division of costs as set forth in this Agreement. As a general matter, HPTE shall be responsible for operating and maintaining the Project (including contracting for tolling services and tolling enforcement), and CDOT shall be responsible for operating and maintaining the General Purpose Lanes. It is the intent of the Parties that, except as specifically provided otherwise herein, CDOT shall perform such operations and maintenance of both the Project and the General Purpose Lanes, subject to reimbursement from HPTE for HPTE’s proportionate share of the overall operations and maintenance expenses of the Project, as further described herein.

2. HPTE License. In consideration of the various benefits CDOT will receive as a result of the Project, CDOT hereby provides to HPTE a perpetual, non-exclusive, non-terminable license over, under, upon and in the site of the Project (the “License”) for HPTE to operate and maintain the Project. CDOT acknowledges and agrees that HPTE may sublicense the License as needed to fulfill its obligations hereunder. Subject to the License, CDOT reserves the right of use, occupancy and ownership over, under, upon and in the lands comprised of the Project, which right shall be exercised consistent with a mutually agreed upon and approved Concept of Operations for the Project and in a manner that does not unreasonably interfere with the collection of tolls by HPTE on the Project.

3. Cost Allocation. Except as otherwise provided herein, the Parties agree to allocate costs based on a proportion of the total number of vehicles using all lanes on the portion of C-470 that includes the Project, with HPTE’s portion being calculated to include all vehicles obligated to pay a user fee within the Project, whether or not such user fee is actually collected, and CDOT’s portion being calculated to include all other vehicles (the “Pro-Rata O&M Cost Calculation”). For illustrative purposes only, if the total cost of operating and maintaining the portion of C-470 that includes the Project is \$100,000 per month, and 20% of the total vehicle count consisted of vehicles obligated to pay a user fee, HPTE would be responsible for \$20,000 of such operations and maintenance costs. The Pro-Rata O&M Cost Calculation shall apply to CDOT’s costs incurred with respect to: (i) snow and ice removal services; (ii) courtesy patrol; (iii) pavement resurfacing, life-cycle and capital maintenance, to the extent such activities reasonably include both the Project and the General Purpose Lanes; (iv) lane striping and lane sweeping/cleaning; and (v) any other operations and maintenance expense CDOT and HPTE agree in good faith is most fairly allocated utilizing the Pro-Rata O&M Cost Calculation method.

4. CDOT O&M Obligations. The Pro-Rata O&M Cost Calculation shall not apply to those operations and maintenance costs existing and regularly funded by CDOT prior to the implementation of the Project, and for which the addition of the Project results in a *de minimus*

impact on overall operations and maintenance expenses on C-470. Such costs include, but are not limited to, CDOT's costs incurred with respect to: (i) repair and replacement of guardrail; (ii) repair and replacement of lighting fixtures; (iii) contracts with the State Patrol for safety enforcement within the corridor (but exclusive of additional enforcement contracted by HPTE for toll evasion enforcement); and (iv) pavement maintenance on the General Purpose Lanes.

5. HPTE O&M Obligations. HPTE shall be solely responsible for costs incurred with respect to: (i) toll processing and collection, including, for certainty, all costs payable to E-470 under the TSA; (ii) Level I and Level II maintenance of toll equipment, as defined in the TSA; (iii) contracts for toll evasion enforcement with the State Patrol or other law enforcement entity; (iv) pavement maintenance on the Project; and (v) HPTE overhead and administrative costs related to the operations and maintenance of the Project. Such costs, together with those costs attributable to HPTE under the Pro-Rata O&M Cost Calculation, shall constitute the "HPTE O&M Obligations."

6. Invoicing. To the extent either Party provides services to the other (either through a third party or directly) that results in one Party covering the costs that is agreed to be the responsibility of the other, the Party covering such costs will invoice the other and such invoice shall include a reasonably detailed breakdown of the costs for which the invoicing Party is seeking reimbursement.

7. Reconciliation; O&M Shortfall; Performance. CDOT shall submit to HPTE on or before January 15 and July 15 of each year an invoice describing the HPTE O&M Obligations due to CDOT with respect to the Project for the prior six month period. HPTE will then cause such amounts to be remitted within 45 days of receipt of CDOT's invoice. To the extent the Gross Revenues, less amounts first required to be paid in accordance with the security and priority of payments set forth in the Financing agreements, including, but not limited to, the payment of: (i) pay debt service on the Senior Bonds; (ii) pay debt service on the TIFIA Loan; (iii) pay debt service on any future junior lien toll revenue bonds; (iv) make required deposits to the debt service reserve funds relating to the Senior Bonds and TIFIA Loan; and (v) pay fees and expenses relating to the Financing (so reduced, the "Net Revenues"), are inadequate in any fiscal year to cover the HPTE O&M Obligations, including, for certainty, amounts payable to either CDOT or E-470, HPTE may request a CDOT Backup Loan to fund such shortfall. Notwithstanding such shortfall in the availability of Net Revenues to cover the HPTE O&M Obligations or the a failure by HPTE to make any principal or interest payment due under any CDOT Backup Loan agreement, CDOT agrees that it shall continue to perform operations and maintenance of both the Project and the General Purpose Lanes.

III. CDOT BACKUP LOAN OBLIGATIONS

1. HPTE Financing Obligations. The Financing agreements under which HPTE anticipates issuing the Senior Bonds and receiving the TIFIA Loan are expected to require that HPTE first apply the Net Revenues toward the payment of the HPTE O&M Obligations in priority ahead of repayment obligations on any CDOT Backup Loan (as hereinafter defined).

Prior to entering into the Financing agreements and executing the contemplated amendment that will finally set forth HPTE's contribution toward the construction of the Project, CDOT and the Transportation Commission will be given an opportunity to review the Financing agreements, and CDOT will acknowledge its awareness of HPTE's obligations under the Financing agreements.

2. CDOT Backup Loan Set Aside. On or before September 15 of the immediately preceding fiscal year, HPTE shall estimate whether and in what maximum amount it may be necessary for HPTE to request that CDOT provide financial support to fulfill an HPTE O&M Obligation in any fiscal year due to an insufficiency of Net Revenues to pay all or any portion of the HPTE O&M Obligation, it being understood that any such financial support shall be in the form of a loan from CDOT to HPTE pursuant to Section 43-4-806(4), C.R.S. (a "CDOT Backup Loan"). HPTE shall notify the Executive Director in writing as to the estimated maximum amount, if any, that is expected to be payable in the succeeding fiscal year to satisfy the HPTE O&M Obligations in excess of the amount of Net Revenues anticipated to be generated by the Project and available for the payment of HPTE O&M Obligations in such fiscal year, and such maximum amount (the "CDOT Backup Loan Set Aside") shall be included in the budget request to the Transportation Commission for an allocation of moneys in the state highway fund for such purpose.

3. HPTE may also, at any time during any fiscal year, notify the Executive Director in writing that HPTE desires that CDOT make a CDOT Backup Loan for projected HPTE O&M Obligations in an amount that exceeds any CDOT Backup Loan Set Aside, if any, that the Transportation Commission has previously allocated for such fiscal year. In such event, the Executive Director shall submit a supplemental budget request to the Transportation Commission at its next regularly scheduled meeting for an allocation or supplemental allocation of moneys in the state highway fund for the purpose of making such CDOT Backup Loans to HPTE in such fiscal year in an amount equal to the amount set forth in the notice delivered by HPTE to the Executive Director pursuant to this Section.

4. Moneys allocated by the Transportation Commission to make CDOT Backup Loans shall be transferred to HPTE and shall be used by HPTE to satisfy the HPTE O&M Obligations, as they become due.

5. Notwithstanding any other provision hereof:

a. CDOT and HPTE agree and acknowledge that the Transportation Commission has no obligation to allocate funds to make CDOT Backup Loans in any fiscal year and the decision whether or not to allocate funds, and the amount, if any, of funds allocated, to make CDOT Backup Loans in any fiscal year shall be made at the sole and absolute discretion of the Transportation Commission;

b. CDOT and HPTE further agree and acknowledge that notwithstanding any state fiscal rule or generally accepted accounting principle that could otherwise be

interpreted to require a contrary conclusion, any CDOT Backup Loan made hereunder shall, in accordance with Section 43-4-806(4), C.R.S., constitute a loan and shall not be considered a grant for purposes of Section 20(2)(d) of Article X of the State Constitution or as defined in Section 24-77-102, C.R.S.;

c. Prior to allocating any funds to make CDOT Backup Loans in any fiscal year, CDOT shall determine that such authority exists in the law and that a sufficient unencumbered balance remains available in Fund 400 for CDOT Backup Loans in an amount equal to the amount of funds so allocated; and

d. If an allocation by the Transportation Commission shall have been made, CDOT Backup Loans shall be made up to the amounts requested by HPTE as set forth above.

e. Repayment of any CDOT Backup Loans shall be payable from Net Revenues after payment of HPTE O&M Obligations in accordance with the terms and conditions of the Financing agreements.

6. Any CDOT Backup Loans made to HPTE in support of HPTE O&M Obligations shall be authorized by and subject to a separate Transportation Commission Resolution and shall be evidenced by one or more loan agreements in substantially the form attached hereto as **Exhibit A** (a “CDOT Backup Loan Agreement”), with terms consistent with the terms contained herein. The Parties agree to cooperate in good faith to determine a reasonable repayment schedule for each CDOT Backup Loan; provided, however, that such repayment terms shall be made consistent with the terms and conditions of the Financing agreements.

IV. DEFAULTS, TERMINATION AND REMEDIES

1. Default; Cure. The failure of either Party to fulfill its obligations to perform in accordance with the terms of this Agreement shall constitute a breach of this Agreement. Subject to the requirements of Section V.1., the non-breaching Party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the other Party of its intent to terminate, and at least thirty (30) days’ opportunity to cure the default or show cause why termination is not otherwise appropriate; provided, however that such breaching Party shall not be in default under this Agreement if it has promptly commenced a cure of such nonperformance and is diligently pursuing the same. Any finding of nonperformance and failure to cure under this Paragraph shall be referred for dispute resolution as provided for in Paragraph 3 of this Section IV prior to any termination becoming effective.

2. Default for Non-Payment. If HPTE fails to repay any CDOT Backup Loan in accordance with the applicable CDOT Backup Loan Agreement, and upon notice to HPTE and failure by HPTE to cure within thirty (30) days thereof, CDOT may, at its option: (i) terminate its commitment to consider making future CDOT Backup Loans hereunder; (ii) require HPTE to engage a traffic consultant to review and analyze the operations of the Project and recommend

actions regarding revising toll rates, changing the methods of operations, or any other actions to increase Gross Revenues, and in CDOT's discretion, require HPTE to either implement such recommended actions or undertake such alternative course of action that will ensure HPTE's ability to meet its payment obligations under the applicable CDOT Backup Loan Agreement; or (iii) take any other appropriate action available at law or in equity; provided, however, that no CDOT Backup Loan, or interest thereon, shall be repaid except to the extent Net Revenues are available for such purpose under the terms and conditions of the Financing agreements. Notwithstanding the exercise of any of the remedies above, HPTE shall not be relieved of liability to CDOT for any damages sustained by CDOT by virtue of any breach of this Agreement by HPTE, nor shall CDOT be permitted to cease performance of operations and maintenance of the Project.

3. Dispute Resolution. Any dispute concerning the performance of this Agreement shall be resolved at the lowest staff level possible, and shall first be referred to the Director of the CDOT Office of Major Project Development and the HPTE Operations Manager. Failing resolution by such officers, the escalation process shall be: (i) CDOT Chief Engineer and HPTE Director; (ii) CDOT Executive Director and HPTE Director; and (iii) Transportation Commission and HPTE Board of Directors.

V. GENERAL PROVISIONS

1. Effective Date; Term. This Agreement shall be effective as of the date of the date first written above and shall continue until the earlier of (i) the useful life of the Project; (ii) the date HPTE no longer operates the Project; and (iii) the Parties mutually agree to terminate the Agreement. Notwithstanding any other provision of this Agreement to the contrary, the Parties shall not terminate this Agreement while any amounts remain outstanding on the Senior Bonds or the TIFIA Loan.

2. Modification. This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as specifically provided otherwise herein, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

3. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

4. Notices. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of CDOT and HPTE. All communication, notices,

and correspondence with respect to the performance of this Agreement shall be addressed to the individuals identified below. Either Party from time to time, designate in writing new or substitute representatives.

If to CDOT:

Brett J. Johnson, Director
CDOT, OMPD
4201 E. Arkansas Ave. Room 158
Denver, CO 80222
Email: brett.j.johnson@state.co.us

If to HPTE:

David I. Spector, Director
HPTE
4201 E. Arkansas Ave. Room 230
Denver, CO 80222
Email: david.spector@state.co.us

5. Maintenance of Records. Each Party shall maintain all books, documents, papers, accounting records and other evidence pertaining to the Project including, but not limited to, any costs incurred during the construction, operation and maintenance of the Project, and make such materials available to the other Party upon reasonable request.

6. Successors and Assigns. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

7. No Third Party Beneficiaries. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein. 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 Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person.

8. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq.*, as applicable, as now or hereafter amended.

9. Adherence to Laws. At all times during the performance of this Agreement, the Parties shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established, including, but not limited to state and federal laws respecting discrimination and unfair employment practices.

10. Availability of Funds. All payments pursuant to this agreement are subject to and contingent upon the continuing availability of funds appropriated for the purposes hereof. If any of said funds become unavailable, as determined by CDOT, either Party may

immediately terminate or seek to amend this agreement, subject to the provisions set forth in Section V.1. hereof.

11. Choice of Law. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

Remainder of page left intentionally blank. Signature page follows.

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

STATE OF COLORADO
JOHN W. HICKENLOOPER, Governor

COLORADO HIGH PERFORMANCE
TRANSPORTATION ENTERPRISE

By: _____
SHAILEN P. BHATT
Executive Director
DEPARTMENT OF TRANSPORTATION

By: _____
DAVID I. SPECTOR
HPTE Director

APPROVED:

CYNTHIA H. COFFMAN
Attorney General

By: _____
ASSISTANT ATTORNEY GENERAL

Signature page to the C-470 Express Lanes (Phase 1) Project Intra-agency Agreement.

EXHIBIT A

Form of CDOT Backup Loan Agreement

THIS LOAN AGREEMENT, made this __ day of _____, 20__ by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION (referred to herein as “CDOT” or the “Lender”) and the COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE (referred to herein as “HPTE” or the “Borrower”) entered into pursuant to the C-470 Express Lanes (Phase 1) Project Intra-Agency Agreement, dated as of January __, 2016, between Lender and Borrower (the “Intra-Agency Agreement”).

RECITALS

A. The Lender, is an agency of the State of Colorado authorized pursuant to Section 43-1-105, C.R.S. to plan, develop, construct, coordinate, and promote an integrated transportation system in cooperation with federal, regional, local and other state agencies.

B. The Borrower was authorized and created pursuant to Sections 43-4-806(1) and (2), C.R.S. as a government-owned business, a TABOR-exempt enterprise, and a division of CDOT, and is charged with aggressively pursuing innovative means of financing surface transportation projects.

C. The Transportation Commission of Colorado is the budgetary and policy-making body of the Lender and may, pursuant to Section 43-4-806(4), C.R.S. authorize the transfer of money from the state highway fund to the Borrower to defray expenses of the Borrower and, notwithstanding any state fiscal rule or generally accepted accounting principle that could otherwise be interpreted to require a contrary conclusion, such a transfer by the Lender to the Borrower shall, in accordance with Section 43-4-806(4), C.R.S. constitute a loan and shall not be considered a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

D. In furtherance of HPTE’s efforts to finance the Project and for the benefit of CDOT, HPTE has entered into [Insert descriptions of the Financing Agreements] with [Insert descriptions of lenders] dated as [Insert dates] (the “Financing Agreements”) to finance a portion of the C-470 Express Lanes (Phase 1) Project (the “Project”).

E. The Borrower has requested a loan from the Lender in the amount of \$[Requested Amount] for to satisfy the HPTE O&M Obligations (as defined in the Intra-Agency Agreement)] because [description].

F. The Transportation Commission has approved this loan request and authorized the Lender to make a loan to the Borrower in the amount of \$[Principal Amount], and has allocated funds, in its sole discretion, for such purpose.

G. Authority exists in the law and a sufficient unencumbered balance thereof remains available in [Fund 400] to lend to the Borrower.

H. This Agreement is executed under the authority of Section 43-4-806(4), C.R.S. and by resolution of the HPTE Board of Directors.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I LOAN AND CLOSING

Section 1.01. Loan and Promissory Note. Pursuant to the terms of the Intra-Agency Agreement and this Agreement, the Lender hereby agrees to loan \$[Principal Amount] (the “Principal Amount”) to the Borrower and the Borrower agrees to pay the Lender the Principal Amount of the loan, plus interest on the terms described herein (collectively, the “Loan”). The Borrower’s obligation to pay the Lender the principal of and interest on the Loan is evidenced by a promissory note (the “Note”) in the form attached hereto as Attachment 1.

Section 1.02. Closing. The Lender shall deliver the principal amount of the Loan to the Borrower, by means of a transfer immediately available funds to Borrower on a date mutually agreed to by the Borrower and the Lender (such date is referred to as the “Closing Date”).

ARTICLE II LOAN OBLIGATIONS

Section 2.01. Principal and Interest Payments. The Borrower shall pay to the Lender the principal amount of the Loan plus accrued interest in accordance with Section 2.07 hereof, or the Borrower may make prepayments in accordance with Section 2.05 hereof (a “Prepayment Date”) only to the extent permitted under the Financing Agreements.

Section 2.02. Lender Invoice and Reports. The Lender shall forward an invoice that includes the amount of principal and interest that shall be due to the Borrower at least thirty days before the next scheduled payment is due.

Section 2.03. Interest. Interest shall accrue on the principal amount of the Loan from the Closing Date through the day preceding the Maturity Date or Prepayment Date at the Interest Rate (defined in Section 2.04 hereof), computed on the basis of a 360-day year of twelve 30-day months.

Section 2.04. Interest Rate. “Interest Rate” means a rate of interest equal to the rate of interest established and adopted by resolution by the Colorado Transportation Commission for loans made by the Colorado state infrastructure bank pursuant to 2 CCR 605-1, Rule V (2), and in effect as of the date hereof.

Section 2.05. Optional Prepayment. The Borrower, at its option, may prepay the Loan in whole by paying the Lender the outstanding principal amount or a portion of the Loan, plus accrued interest to the Prepayment Date as selected by the Borrower.

Section 2.06. Resource Pledge for Repayment. The Borrower’s obligation to pay the principal and interest on the Loan and any other amounts payable by the Borrower hereunder (the “Loan Obligations”) are extraordinary limited obligations of the Borrower payable solely from net revenues generated by the Project in accordance with the terms of the Financing Agreements.

Section 2.07. Repayment Schedule. The Borrower shall make equal installments of \$[Payment Amount] to the Lender each [Payment Period] beginning on [First Payment Due Date]; and continuing each [Payment Period] thereafter for [Number of Payments] consecutive [Payment Periods].

Section 2.08. Remittance. All loan payments shall be made payable to the Colorado Department of Transportation, and sent to the Lender’s accounting branch at 4201 East Arkansas Avenue, Room 212, Denver, CO 80222, or to such other place or person as may be designated by the Lender in writing.

ARTICLE III DEFAULT AND TERMINATION

Section 3.01. Event of Default. Borrower default (“Event of Default”) is governed by Section IV of the Intra-Agency Agreement.

Section 3.02. Remedies. Lender’s remedies against a Borrower Event of Default are governed by Section IV of the Intra-Agency Agreement.

Section 3.03. Remedies Neither Exclusive Nor Waived. No remedy under Section 3.02 hereof is intended to be exclusive, and each such remedy shall be cumulative and in addition to the other remedies. No delay or failure to exercise any remedy shall be construed to be a waiver of an Event of Default.

Section 3.04. Waivers. The Lender may waive any Event of Default and its consequences. No waiver of any Event of Default shall extend to or affect any subsequent or any other then existing Event of Default.

ARTICLE IV TERMINATION

Section 4.01. Subject to the terms of the Intra-Agency Agreement, this Agreement may be terminated as follows:

(a) Termination for Cause. If, through any cause, the Borrower shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Borrower shall violate any of the covenants, agreements, or stipulations of this Agreement, the Lender shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Borrower of its intent to terminate and at least thirty (30) days' opportunity to cure the default or show cause why termination is otherwise not appropriate. Notwithstanding above, the Borrower shall not be relieved of liability to the Lender for any damages sustained by the Lender by virtue of any breach of this Agreement by the Borrower.

(b) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Loan is made to the Borrower with State funds which are available to the Lender for the purposes of making a loan for the purposes described herein, and therefore, the Borrower expressly understands and agrees that all its rights, demands and claims to a loan arising under this Agreement are contingent upon availability of such funds to the Lender. In the event that such funds or any part thereof are not available to the Lender, the Lender may immediately terminate or amend this Agreement.

[Signature page follows.]

STATE OF COLORADO
JOHN W. HICKENLOOPER, Governor

COLORADO HIGH PERFORMANCE
TRANSPORTATION ENTERPRISE

By: _____
SHAILEN P. BHATT
Executive Director
DEPARTMENT OF TRANSPORTATION

By: _____
DAVID I. SPECTOR
HPTE Director

APPROVED:

CYNTHIA H. COFFMAN
Attorney General

By: _____
ASSISTANT ATTORNEY GENERAL

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

Section 24-30-202, C.R.S. requires that the State Controller to approve all agreements. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Date: _____</p>
--

[Signature page to CDOT Backup Loan Agreement].

**Attachment 1
NOTE**

\$ _____

For VALUE RECEIVED, THE COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE (the “Maker”) subject to and in accordance with a Loan Agreement dated the [Date], promises to pay to the Colorado Department of Transportation (the “Holder”) the principal sum of \$[Principal Amount], with interest from date at the rate [Interest Rate]% per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at 4201 East Arkansas Avenue, Rm. 212, Denver, CO 80222 or at such place as may hereafter be designated by written notice from the Holder to the Maker hereof, on the date and in the manner following:

The Maker shall make equal installments of \$[Payment Amount] to the Lender each [Payment Period] beginning on [First Payment Due Date]; and continuing each [Payment Period] thereafter for [Number of Payments] consecutive [Payment Periods]. [*Or replace by reference to the agreed repayment schedule*].

COLORADO HIGH PERFORMANCE
TRANSPORTATION ENTERPRISE

By: _____

Its: _____

Attest: _____

Resolution #TC-

Fiscal Year 2017 additions over \$50,000 project list approval

Approved by the Transportation Commission on: September 2016

WHEREAS, under Senate Bill 98-148, public projects supervised by the Colorado Department of Transportation (CDOT) are exempt from the requirements of the “Construction Bidding for Public Projects Act;” and

WHEREAS, Section 24-92-109, Colorado Revised Statutes, as amended, requires CDOT to prepare cost estimates for projects to be undertaken by CDOT maintenance crews that exceed \$50 thousand, but are less than or equal to \$150 thousand for submission to the Transportation Commission for review and approval; and

WHEREAS, CDOT staff have prepared a cost estimate for these projects to be done in Fiscal Year 2017 as detailed in the memorandum entitled; FY 17 Maintenance \$50,000 to \$150,000 project list.

WHEREAS, the funding for this project is contained in the Fiscal Year 2017 Budget.

NOW THEREFORE BE IT RESOLVED, the Transportation Commission has reviewed the cost estimate, as contained in the official agenda, and approves CDOT Maintenance Forces undertaking the project therein.



Region 4 Section 1				
Hwy	Start	End	Surface Treatment	Estimated Cost
I-76 EB	48.82	48.83	Mill/Fill Bridge	\$61,907.00
I-76 WB	48.83	48.82	Mill/Fill Bridge	\$65,139.00
Hwy 34A	111.23	By Pass	Slope Paving	\$54,200.00
			Total	\$181,246.00

Sufficient funds exist within the appropriate MPA’s to pursue this project. The project is in accordance with the directive and all other requirements.

Herman Stockinger, Secretary
Transportation Commission of Colorado



DATE: August 31, 2016

TO: Transportation Commission

FROM: Joshua Laipply, P.E. Chief Engineer

SUBJECT: 930 West Bowman Avenue, Woodland Park Former Maintenance Site - Disposal

Purpose

CDOT is proposing to dispose of 2.24 acres of CDOT general ledger property that is no longer needed for transportation or maintenance purposes. The property will be sold at fair market value.

Action

CDOT R2 is requesting a resolution approving the disposal of 2.24 acres of general ledger property that is no longer needed for transportation or maintenance purposes.

Background

The subject property, located at 930 West Bowman Avenue in the City of Woodland Park, was originally acquired in 1968 for the development of a maintenance facility to serve highway maintenance needs in portions of Teller County. The subject property contains a land area of 2.24 acres with improvements and easements for water and sewer lines. Improvements include two (2) garage/shop buildings and a salt storage shed used to maintain the highway system. CDOT ceased using the property as a maintenance site in 2015. The establishment of a maintenance site at 10681 West US 24, Divide, Colorado rendered the subject property unnecessary for CDOT purposes.

Details

The subject property has been determined to have stand alone value. CDOT Region 2 has determined that this property is not needed for maintenance or transportation purposes. The disposal of the subject property will have no effect upon the operation, use, maintenance or safety of the highway facility. The disposal of the subject property will be at fair market value.

Key Benefits

CDOT will be relieved of maintenance responsibilities and liability associated with this parcel. CDOT will also obtain revenue from the sale of the parcel that will be used to make improvement at other maintenance sites or for future transportation projects.

Next Steps

Upon approval of the Transportation Commission, CDOT will proceed with the sale of the subject property for fair market value in accordance with C.R.S. 43-1-210(5).

Attachments

Proposed Resolution

Exhibit Depicting the Disposal Property Available Upon Request

Project #: N/A Former Maintenance Site
Location: 930 West Bowman Avenue, Woodland Park, Colorado
Parcel #: N/A
County: Teller

PROPOSED RESOLUTION

WHEREAS, CDOT acquired property located at 930 West Bowman Avenue in the City of Woodland Park in 1968 and used the property as a maintenance site serving portions of Teller County;

WHEREAS, CDOT ceased using the property as a maintenance site in 2015;

WHEREAS, the establishment of an additional maintenance site has rendered this property unnecessary for CDOT purposes;

WHEREAS, the subject property consists of 2.24 acres of land, easements for water and sewer lines and two (2) garage/shop buildings and a salt storage shed;

WHEREAS, the Department of Transportation would like to sell the property located at 930 West Bowman Avenue in the City of Woodland Park at fair market value;

WHEREAS, the disposal of the subject property will not affect the operation, maintenance, use or safety of CDOT's facility;

WHEREAS, the Department of Transportation, Region 2 has declared through Joshua Laipply as Chief Engineer, that the property is no longer needed for maintenance or transportation purposes;

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S) 43-1-210(5)(a)(I) The Department of Transportation is authorized, subject to approving resolution of the Transportation Commission, to dispose of any property or interest therein which is no longer needed for transportation purposes;

WHEREAS, the Department has determined that the subject property consisting of 2.24 acres has stand-alone value;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the C.R.S, 43-1-210(5) the Department of Transportation be given authority to declare the subject property at 930 West Bowman Avenue in Woodland Park as excess property and sell the subject property consisting of 2.24 acres, which is no longer needed for maintenance or transportation purposes for fair market value.

FURTHER, funds from the sale of the property shall be disbursed in accordance with Section 7.2.15 of the CDOT Right-of-Way Manual.



DATE: August 30, 2016
TO: Transportation Commission
FROM: Joshua Laipply, P.E. Chief Engineer
SUBJECT: SH 287 Parcel 11A - Disposal to the City of Lafayette

Purpose

CDOT is proposing to dispose of 6.0714 acres of land in SH 287 right of way that is no longer needed for transportation purposes. The property will be quitclaimed to the City of Lafayette without monetary consideration.

Action

CDOT R4 is requesting a resolution approving the disposal of 6.0714 acres of land of SH 287 ROW that is no longer needed for State transportation purposes.

Background

Parcel 11A was acquired as part of CDOT Project FCU-NH(CX) 287-3(52) Unit 1 in 1994 for the new alignment of SH 287, which left the parcel without access. Parcel 11A is partially within the Coal Creek channel and flood plain. CDOT purchased a permanent easement across the site for the benefit of the adjacent owner for their irrigation lateral. The parcel has not been needed for transportation or maintenance purposes subsequent to the new alignment of SH 287.

Details

The City of Lafayette is proposing to utilize the subject parcel for the preservation of flood plain as Open Space for the City. Pursuant to 23 CFR 710.403(d)(1), the parcel will revert to CDOT in the event the City of Lafayette ceases to use the parcel for parks, recreation, scenic, greenbelt and open space purposes. Additionally, the subject parcel will revert to CDOT in the event the placement of outdoor advertising signs on or near the subject parcel violates the Federal-Aid Highway Act of 1958 and/or the Federal Highway Beautification Act of 1970. The quitclaiming of the parcel will have no effect upon the operation, use, maintenance or safety of the highway facility. The quitclaiming of parcel 11A will be conveyed to the City of Lafayette subject to the existing permanent irrigation easement. The quitclaiming of Parcel 11A will be without monetary consideration in accordance with 23 CFR 710.403.

Key Benefits

CDOT will be relieved of maintenance responsibility and liability associated with this property. Additionally, the State of Colorado will benefit from the Open Space to be preserved and managed by the City of Lafayette.

Next Steps

Upon approval of the Transportation Commission, CDOT will execute a quitclaim deed to convey Parcel 11A to the City of Lafayette. The deed will be recorded in office of the Boulder County Clerk and Recorder

Attachments

Proposed Resolution
Exhibit Depicting the Parcels Available Upon Request

Project #: FCU-NH (CX) 287-3(52) Unit 1
Location: SH 287: SH 42 to Jasper Rd.
Parcel #: 11A
County: Boulder

PROPOSED RESOLUTION

WHEREAS, CDOT acquired Parcel 11A in 1994 in Boulder County as a part of CDOT Project No. FCU-NH (CX) 287-3(52) Unit 1 to facilitate the re-alignment of SH 287;

WHEREAS, the subject parcel was acquired as a result of the re-alignment of SH 287 leaving the parcel without access;

WHEREAS, the subject parcel is partially located in the Coal Creek channel and flood plain;

WHEREAS, CDOT purchased a permanent easement across the site for the benefit of the adjacent owner for their irrigation lateral;

WHEREAS, the subject parcel has not been needed for transportation or maintenance purposes subsequent to the re-alignment of SH 287;

WHEREAS, Parcel 11A consists 6.071 acres;

WHEREAS, City of Lafayette is interested in acquiring the subject parcel for the preservation of flood plain for Open Space;

WHEREAS, the Department of Transportation would like to quitclaim Parcel 11A to the City of Lafayette;

WHEREAS, the conveyance of Parcel 11A to the City of Lafayette is subject to CDOT's permanent easement;

WHEREAS, if the 6.071 acres, comprising Parcel 11A, to be conveyed to the City of Lafayette ever ceases to be used for social, environmental and nonproprietary governmental purposes pursuant to 23 CFR 710.403(d)(1) then the subject parcel shall revert to CDOT;

WHEREAS, in the event the placement of outdoor advertising signs on or near the subject parcel violates the Federal-Aid Highway Act of 1958 and/or the Federal Highway Beautification Act of 1965, the subject parcel shall revert to CDOT, after notice and a reasonable opportunity to cure;

WHEREAS, the disposal of Parcel 11A will not affect the operation, maintenance, safety or use of any CDOT facility;

WHEREAS, the Department of Transportation, Region 4 has declared through Joshua Laipply as Chief Engineer, that the 6.071 acres of land is not needed for State transportation purposes;

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S) 43-1-210(5)(a)(I) The Department of Transportation is authorized, subject to approving resolution of the Transportation Commission, to dispose of any property or interest therein which is no longer needed for transportation purposes;

WHEREAS, 23 CFR 710.403(d) (1) allows CDOT to convey property to other governmental entities for nominal value if the property is used for social, environmental, economic or nonproprietary governmental use;

WHEREAS, the City of Lafayette desires to exercise its right of refusal to purchase the 6.071 acres of land in US 287 right of way, which is no longer needed for State transportation purposes;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the C.R.S, 43-1-210(5) and 23 CFR 710.403 the Department of Transportation be given authority to declare Parcel 11A as excess property and dispose of the SH 287 right of way which is no longer needed for State transportation purposes without monetary compensation.



DATE: September 2, 2016
TO: Transportation Commission
FROM: Joshua Laipply, P.E. Chief Engineer
SUBJECT: Disposal of Region 4 old Headquarters Properties

Purpose

CDOT Region 4 is proposing to dispose of two properties that were vacated as a result of the construction of the new headquarters that was built and put into service in November, 2015.

Action

CDOT R2 is requesting a resolution approving the disposal of two properties:

- 1420 2nd Street, Greeley, CO
- 3939 Riverside Parkway, Evans, CO

Background

In July, 2014, the Transportation Commission approved TC-3178 to authorize the construction of a new Region 4 Headquarters. The project included the consolidation of several offices in Region 4. The main office in Greeley has been being leased to the City of Greeley from the time CDOT vacated it. The City needed a temporary office for some staff while they were completing a remodel of their own. The Evans facility was severely damaged during the floods in 2013. The Evans building has since been condemned and demolished.

Details

The City of Greeley's lease on the property in Greeley expires at the end of February, 2017. CDOT intends to sell the property in accordance with C.R.S. 43-1-210(5). Part of the statutory requirements for selling the parcel require CDOT to offer the first right of refusal to purchase the property to any entity with taxing authority over the parcel. If no entity exercises their first right of refusal CDOT will market the property and sell it to the highest bidder for no less than fair market value.

The City of Evans would like to acquire the property in Evans. CDOT R4 has constructed a new park and ride in the City of Evans. The City of Evans has made it a requirement for CDOT to landscape and maintain the new park and ride to City standards. The landscaping requirement is expensive. The property CDOT owns in Evans that used to house the Evans engineering residency prior to the 2013 flood, does not have much value because it is in a flood plain and the building has been demolished. The City of Evans has agreed to release CDOT from the obligation to landscape CDOT's new park and ride in exchange for ownership of the old Evans engineering residency parcel.

Key Benefits

CDOT will obtain revenue for the sale of the Greeley property. CDOT will be released from costly landscaping and maintenance requirements in exchange for the Evans residency parcel. The revenue from the sale of the Greeley property will be used to pay down the Certificate of Participation balance used to finance the new R4 headquarters.

Next Steps

Upon approval of the Transportation Commission, CDOT will proceed with the sale and exchange of the subject properties in accordance with C.R.S. 43-1-210(5).

Attachments

Proposed Resolution
Exhibit Depicting the Disposal Property Available Upon Request

Project #: N/A Former R4 Headquarters Site
Location: 1420 2nd Street, Greeley, CO and 393 Riverside Parkway, Evans, CO
Parcel #: N/A
County: Weld

PROPOSED RESOLUTION

WHEREAS, CDOT Region 4 is proposing to dispose of two properties that were vacated as a result of the construction of the new headquarters that was built and put into service in November, 2015;

WHEREAS, in July, 2014, the Transportation Commission approved TC-3178 to authorize the construction of a new Region 4 Headquarters;

WHEREAS, the new Region 4 headquarters project included the consolidation of several offices in Region 4 including 1420 2nd Street in Greeley and 3939 Riverside Parkway in Evans;

WHEREAS, the main office in Greeley has been being leased to the City of Greeley from the time CDOT vacated it;

WHEREAS, the City of Greeley's lease on the property in Greeley expires at the end of February, 2017;

WHEREAS, CDOT desires to sell the Greeley property for fair market value in accordance with C.R.S. 43-1-210(5);

WHEREAS, the Evans facility was severely damaged from the floods in 2013 and the building has since been condemned and demolished;

WHEREAS, the City of Evans would like to acquire the property in Evans in exchange for relinquishing the requirement for CDOT to landscape and maintain a park and ride CDOT operates in the City of Evans;

WHEREAS, the City of Evans and CDOT Region 4 have executed an MOA that is subject to the passage of this resolution, agreeing to the exchange;

WHEREAS, the properties in Greeley and Evans are no longer needed by CDOT as a result of the construction of the new building.

WHEREAS, the Department of Transportation, Region 4 has declared through Joshua Laipply as Chief Engineer, that the properties are no longer needed for maintenance or transportation purposes;

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S) 43-1-210(5)(a)(I) The Department of Transportation is authorized, subject to approving resolution of the Transportation Commission, to dispose of any property or interest therein which is no longer needed for transportation purposes;

WHEREAS, the Department has determined that the subject properties described above are longer needed for transportation purposes;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the C.R.S, 43-1-210(5) the Department of Transportation be given authority to declare the subject properties located at 1420 2nd Street in Greeley and

3939 Riverside Parkway in Evans as excess property and sell/exchange the subject properties, which are no longer needed for maintenance or transportation purposes.

FURTHER, funds from the sale of the property shall be used to pay down the balance of Certificates of Participation used to finance the new Region 4 headquarters project.



DATE: September 2, 2016
TO: Transportation Commission
FROM: Joshua Laipply, P.E. Chief Engineer
SUBJECT: Disposal of Region 4 old Headquarters Properties

Purpose

CDOT is proposing to dispose of four properties that will be vacated as a result of the construction of the new headquarters project that will consolidate several buildings into one Statewide and Region 1 headquarters building.

Action

CDOT is requesting a resolution approving the disposal of four properties:
CDOT HQ: 4201 E Arkansas Ave, Denver, CO
Region 1 HQ: 2000, South Holly St, Denver, CO
Region 1 Engineering Residency: 8333 South Wadsworth Ct, Lakewood, CO
Region 1 Engineering Residency: 7328 South Revere Pkwy, Centennial, CO

Background

In August, 2016, the Transportation Commission approved TC-16-8-6 to authorize the construction of a new Statewide and Region 1 headquarters. The new Statewide and Region 1 headquarters project will include the consolidation of several offices in the Denver Metro area including 4201 E Arkansas Avenue in Denver 2000 South Holly Street in Denver, 8333 South Wadsworth Court in Lakewood and 7328 South Revere Parkway in Centennial.

Details

CDOT desires to sell the properties for fair market value in accordance with C.R.S. 43-1-210(5). CDOT intends to begin the process of selling these properties as soon as possible to maximize their value. The sale of all of these properties will be contingent upon the completion of the new Statewide and Region 1 headquarters building.

Key Benefits

CDOT will obtain revenue for the sale of the properties. The revenue from the sale of the properties will be used to pay down the Certificate of Participation balance used to finance the Statewide and Region 1 headquarters building.

Next Steps

Upon approval of the Transportation Commission, CDOT will proceed with the sale of the subject properties in accordance with C.R.S. 43-1-210(5).

Attachments

Proposed Resolution
Exhibit Depicting the Disposal Property Available Upon Request

Project #: N/A Former Statewide HQ and Region 1 Headquarters Facilities
Location: Multiple Locations
Parcel #: N/A
County: Multiple Counties

PROPOSED RESOLUTION

WHEREAS, CDOT is proposing to dispose of four properties that will be vacated as a result of the construction of the new headquarters project that will consolidate several buildings into one Statewide and Region 1 headquarters office;

WHEREAS, in August, 2016, the Transportation Commission approved TC-16-8-6 to authorize the construction of a new Statewide and Region 1 headquarters;

WHEREAS, the new Statewide and Region 1 headquarters project will include the consolidation of several offices in the Denver Metro area including 4201 E Arkansas Avenue in Denver 2000 South Holly Street in Denver, 8333 South Wadsworth Court in Lakewood and 7328 South Revere Parkway in Centennial;

WHEREAS, CDOT desires to sell the properties for fair market value in accordance with C.R.S. 43-1-210(5);

WHEREAS, CDOT intends to begin the process of selling these properties as soon as possible to maximize their value;

WHEREAS, the sale of all of these properties will be contingent upon the completion of the new Statewide and Region 1 headquarters building;

WHEREAS, the Department of Transportation, has declared through Joshua Laipply as Chief Engineer, that upon the completion of the new Statewide and Region 1 headquarters building the properties will no longer be needed for maintenance or transportation purposes;

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S) 43-1-210(5)(a)(I) The Department of Transportation is authorized, subject to approving resolution of the Transportation Commission, to dispose of any property or interest therein which is no longer needed for transportation purposes;

WHEREAS, the Department has determined that the subject properties described above; will no longer be needed for maintenance or transportation purposes upon the completion of the new Statewide and Region 1 headquarters building;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the C.R.S, 43-1-210(5) the Department of Transportation be given authority to declare the subject properties located at 4201 E Arkansas Avenue in Denver 2000 South Holly Street in Denver, 8333 South Wadsworth Court in Lakewood and 7328 South Revere Parkway in Centennial as excess property and sell the properties subject to the completion of the new Statewide and Region 1 headquarters building.

FURTHER, funds from the sale of the property shall be used to pay down the balance of Certificates of Participation used to finance the new Statewide and Region 1 headquarters building.



DATE: August 30, 2016

TO: Transportation Commission

FROM: Joshua Laipply, P.E. Chief Engineer

SUBJECT: 4th Street Bridge CDOT Field Office, Pueblo Parcel 13X - Disposal to the Fraternal Order of Eagles

Purpose

CDOT is proposing to dispose 21,690 sq. ft. of land that is no longer needed for transportation or maintenance purposes. The property will be sold to the adjacent property owner at fair market value.

Action

CDOT R2 is requesting a resolution approving the disposal of 21,690 sq. ft. of land that is no longer needed for transportation or maintenance purposes.

Background

Parcel 13x was acquired as part of CDOT Project BR 00961-008 in 2007 for the new 4th Street bridge and realignment of SH 96. The property was a total acquisition including a residential house, which was demolished as a part of the project. The vacant property was then used to house construction trailers while the new 4th Street bridge and realignment of SH 96 were completed. Parcel 13x contains a land area of 21,690 square feet. The subject parcel is only a portion of the original 59,255 square foot parcel purchased by CDOT in 2007. Region 2 Right of Way staff and Region 2 Maintenance defined the limits of parcel 13x to ensure there is enough property to complete required maintenance operations on the slope retained by CDOT and to have access under the bridge. Parcel 13x contains approximately 21,690 square feet and is outside of the right of way necessary for SH 96.

Details

The subject property has been determined to have value only to the adjacent owner, the Fraternal Order of Eagles. Pursuant to C.R.S. 43-1-210(5)(a)(IV), the adjacent owner has elected to exercise its first right of refusal to purchase the subject property at fair market value. CDOT Region 2 has determined that this property is not needed for maintenance or transportation purposes. The disposal of the subject property will have no effect upon the operation, use, maintenance or safety of the highway facility. The disposal of the subject property will be at fair market value.

Key Benefits

CDOT will be relieved of maintenance responsibilities and liability associated with this parcel. CDOT will also obtain revenue from the sale of the parcel that will be for future transportation projects.

Next Steps

Upon approval of the Transportation Commission, CDOT will sell the property at fair market value in accordance with C.R.S. 43-1-210(5). CDOT will execute a quitclaim deed to convey the subject property to the Fraternal Order of Eagles. The deed will be recorded in office of the Pueblo County Clerk and Recorder.

Attachments

Proposed Resolution

Exhibit Depicting the Disposal Property Available Upon Request

Project #: BR 00961-008
Location: 4th Street Bridge, Pueblo
Parcel #: 13x
County: Pueblo

PROPOSED RESOLUTION

WHEREAS, CDOT acquired Parcel 13x in 2007 in Boulder County as a part of CDOT Project # BR 00961-008 for the new 4th Street bridge and realignment of SH 96;

WHEREAS, CDOT acquired 59,255 square feet of land as a total acquisition to include a residential house;

WHEREAS, the residential house was demolished as part of the project;

WHEREAS, CDOT utilized the vacant property to house construction trailers while the new 4th Street bridge and realignment of SH 96 were completed;

WHEREAS, Parcel 13x is only a portion of the original 59,255 square foot parcel purchased by CDOT in 2007;

WHEREAS, CDOT Region 2 Right of Way and Region 2 Maintenance defined the limits of parcel 13x to ensure there is enough property to complete all required maintenance operations in the area on a slope and under the bridge;

WHEREAS, Parcel 13x consists of 21,690 square feet;

WHEREAS, the Fraternal Order of Eagles would like to purchase Parcel 13x;

WHEREAS, the Department of Transportation would like to sell Parcel 13x to the adjacent property owner, the Fraternal Order of Eagles;

WHEREAS, the disposal of Parcel 13x will not affect the operation, maintenance, use or safety of CDOT's facility;

WHEREAS, the Department of Transportation, Region 2, has declared through Joshua Laipply as Chief Engineer that Parcel 13x is not needed for transportation purposes;

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S) 43-1-210(5)(a)(I) The Department of Transportation is authorized, subject to approving resolution of the Transportation Commission, to dispose of any property or interest therein which is no longer needed for transportation purposes;

WHEREAS, the Department has determined that Parcel 13x consisting of 21,690 sf of land is of use only to the adjacent property owner;

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S) 43-1-210(5)(a)(III) when a parcel that is no longer needed for transportation purposes has value to only one adjacent owner, that owner shall have first right of refusal to purchase said property for fair market value;

WHEREAS, the Fraternal Order of Eagles desires to exercise its right of refusal to purchase the 21,690 sf of SH 96 right of way which is no longer needed for transportation purposes;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the C.R.S, 43-1-210(5) and 23 CFR 710.403 the Department of Transportation be given authority to declare Parcel 13x as excess property and dispose of the 21,690 sf of SH 96 right of way, which is no longer needed for transportation purposes for fair market value.

FURTHER, funds from the sale of the property shall be disbursed in accordance with Section 7.2.15 of the CDOT Right-of-Way Manual.



COLORADO Transportation Commission

4201 East Arkansas Avenue, Room270
Denver, CO 80222-3406

DATE: September 15, 2016
TO: Transportation Commission
FROM: Scott McDaniel; Josh Laipply; Herman Stockinger
SUBJECT: Repeal of Policy Directive 387.0 “Administration of Federal-Aid Highway Projects by Public Agencies”

Purpose and Action

To request that the Commission repeal Policy Directive 387.0 “Administration of Federal-Aid Highway Projects by Public Agencies” because it is addressed by federal law and regulations and the Department’s contractual documents with public agencies.

Background

The Department continues to review older Directives to determine whether they continue to add value. Policy Directive 387.0 (effective August 10, 2010) directed the Department to rely on the CDOT Local Agency Manual and the CDOT/FHWA Stewardship Agreement for the administration of Federal-aid highway projects performed by public agencies. This Policy Directive is no longer necessary because it is addressed by federal law and regulations (23 USC 106, 23 USC 302, 23 CFR Part 1), and CDOT’s governing contractual documents with public agencies, including Intergovernmental Agreements, which already require adherence to the FHWA Stewardship Agreement and the Local Agency Manual.

Key Benefits

Reduction in the number of directives applicable to CDOT employees.

Options and Recommendations

- 1) Approve the repeal of Policy Directive 387.0 (staff recommendation);
- 2) Request a workshop to determine whether the Policy Directive needs to be repealed; or
- 3) Conclude that Policy Directive 387.0 should remain in effect, and provide guidance on any amendments to staff.

Attachments

Resolution
Policy Directive 387.0

Resolution # TC-

Repeal of Policy Directive 387.0 “Administration of Federal-Aid Highway Projects by Public Agencies”

WHEREAS, under the Colorado Revised Statutes § 43-1-106(8), the Transportation Commission of Colorado has the statutory responsibility to set policies for the Colorado Department of Transportation (“CDOT”); and

WHEREAS, the Transportation Commission supports CDOT’s efforts to repeal when possible directives that are no longer necessary; and

WHEREAS, Policy Directive 387.0 “Administration of Federal-Aid Highway Projects by Public Agencies” directed the Department to rely on the CDOT Local Agency Manual and the CDOT/FHWA Stewardship Agreement for the administration of Federal-aid highway projects performed by public agencies; and

WHEREAS, CDOT’s governing contractual documents with public agencies, including Intergovernmental Agreements, require adherence to the FHWA Stewardship Agreement and the Local Agency Manual; and

WHEREAS, CDOT employees are continuing to comply with CDOT’s governing contractual documents with public agencies and the governing federal law and regulations, therefore Policy Directive 387.0 is no longer necessary.

NOW THEREFORE BE IT RESOLVED, the Commission herein repeals Policy Directive 387.0 “Administration of Federal-Aid Highway Projects by Public Agencies” as being no longer necessary.

Herman Stockinger
Transportation Secretary

Date of Approval

COLORADO DEPARTMENT OF TRANSPORTATION		<input checked="" type="checkbox"/> POLICY DIRECTIVE <input type="checkbox"/> PROCEDURAL DIRECTIVE	
Subject Administration of Federal-aid Highway Projects By Public Agencies			Number 387.0
Effective 08/19/10	Supersedes 5/16/03	Originating office Project Development Branch	

PURPOSE

To establish uniform policy governing the administration of Federal-aid highway projects performed by public agencies.

AUTHORITY

Transportation Commission
23 USC 106, 23 USC 302, 23 CFR Part 1

POLICY

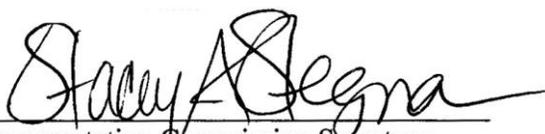
It is the policy of the Colorado Department of Transportation to assume the responsibility for the administration of all Federal-aid projects under the provisions of 23 USC 106. The Department will not be relieved of this responsibility by authorizing performance of the work by or under the supervision of a county, city, or other local agency.

It is the policy of the Department to encourage public agencies to administer their own projects off the state highway system, to the extent of their capability, with their own forces. This policy does not extend to the physical performance of construction work by force account method using public entity forces unless justified by a Finding-In-the Public-Interest.

The review and oversight of the Federal-aid highway projects administered by public agencies will follow the procedures outlined in the CDOT Local Agency Manual and the guidelines in the CDOT/FHWA Stewardship Agreement.

REVIEW DATE

This policy shall be reviewed by May 2017.


Transportation Commission Secretary



COLORADO
Transportation Commission

4201 East Arkansas Avenue, Room270
Denver, CO 80222-3406

DATE: September 15, 2016
TO: Transportation Commission
FROM: Scott McDaniel; Josh Laipply; Herman Stockinger
SUBJECT: Repeal of Policy Directive 500.0 “Development of Federal Aid Projects Under the CDOT Federal-Aid Highway Program Stewardship Agreement”

Purpose and Action

To request that the Commission repeal Policy Directive 500.0 “Development of Federal Aid Projects Under the CDOT Federal-Aid Highway Program Stewardship Agreement” because the Department continues to comply with the FHWA Stewardship Agreement.

Background

The Department continues to review older Directives to determine whether they continue to add value. Policy Directive 500.0 (effective August 19, 2010) directed the Department to follow the most current version of the CDOT Federal-Aid Highway Program Stewardship Agreement when developing CDOT Federal-Aid construction projects. The Department has determined that this Policy Directive is no longer necessary, given that CDOT employees already follow the requirements in federal law and the FHWA Stewardship Agreement.

Key Benefits

Reduction in the number of directives applicable to CDOT employees.

Options and Recommendations

- 1) Approve the repeal of Policy Directive 500.0 (staff recommendation);
- 2) Request a workshop to determine whether the Policy Directive needs to be repealed; or
- 3) Conclude that Policy Directive 500.0 should remain in effect, and provide guidance on any amendments to staff.

Attachments

Resolution
Policy Directive 500.0

Resolution # TC-

Repeal of Policy Directive 500.0 “Development of Federal Aid Projects Under the CDOT Federal-Aid Highway Program Stewardship Agreement”

WHEREAS, under the Colorado Revised Statutes § 43-1-106(8), the Transportation Commission of Colorado has the statutory responsibility to set policies for the Colorado Department of Transportation (“CDOT”); and

WHEREAS, the Transportation Commission supports CDOT’s efforts to repeal when possible directives that are no longer necessary; and

WHEREAS, Policy Directive 500.0 directed the Department to follow the most current version of the CDOT Federal-Aid Highway Program Stewardship Agreement when developing CDOT Federal-Aid construction projects; and

WHEREAS, CDOT employees are required to comply with the CDOT Federal-Aid Highway Program Stewardship Agreement by virtue of the Agreement itself, therefore Policy Directive 500.0 is no longer necessary.

NOW THEREFORE BE IT RESOLVED, the Commission herein repeals Policy Directive 500.0 “Development of Federal Aid Projects Under the CDOT Federal-Aid Highway Program Stewardship Agreement” as being no longer necessary.

Herman Stockinger
Transportation Secretary

Date of Approval

COLORADO DEPARTMENT OF TRANSPORTATION		<input checked="" type="checkbox"/> POLICY DIRECTIVE <input type="checkbox"/> PROCEDURAL DIRECTIVE
Subject DEVELOPMENT OF FEDERAL AID PROJECTS UNDER THE CDOT FEDERAL-AID HIGHWAY PROGRAM STEWARDSHIP AGREEMENT		Number 500.0
Effective 08/19/10	Supersedes N/A	Originating Office Project Development Branch

PURPOSE

To establish a uniform policy for development of Federal Aid Projects under the CDOT Federal–Aid Highway Program Stewardship Agreement.

AUTHORITY

Transportation Commission (Commission)
CDOT Federal–Aid Highway Program Stewardship Agreement

APPLICABILITY

This policy directive applies to all Regions and Staff Branches of the Colorado Department of Transportation (CDOT).

POLICY

Development of CDOT Federal Aid construction projects shall conform to the current version of the CDOT Federal–Aid Highway Program Stewardship Agreement.

IMPLEMENTATION

This policy directive shall be effective upon approval by the Commission.

REVIEW DATE

This policy directive shall be reviewed August of 2017.


Transportation Commission Secretary