

## Colorado Transportation Commission

Schedule & Agenda

April 14-15, 2021

Due to the ongoing COVID-19 Situation,  
the Transportation Commission workshops and meeting will occur ONLINE ONLY.

For link to youtube meeting access please see website:

<http://www.coloradodot.info/about/transportation-commission/meeting-agenda.html>

Karen Stuart, Chair  
Broomfield, District 4

Shannon Gifford  
Denver, District 1

Don Stanton  
Arvada, District 2

Eula Adams  
Arapahoe County, District 3

Kathleen Bracke  
Fort Collins, District 5

Barbara Vasquez  
Cowdrey, District 6

Kathy Hall, Vice-Chair  
Grand Junction, District 7

Sidny Zink  
Durango, District 8

Lisa Hickey  
Colorado Springs, District 9

Bill Thiebaut  
Pueblo, District 10

Gary Beedy  
Genoa, District 11

### THE CHAIRWOMAN MAY ALTER THE ITEM SEQUENCE OR TIMES

The times indicated for each topic on the Commission agenda are an estimate and subject to change. Generally, upon the completion of each agenda item, the Commission will immediately move to the next item. However, the order of agenda items is tentative and, when necessary to accommodate the public or the Commission's schedules, the order of the agenda items are subject to change.

Documents posted at <http://www.coloradodot.info/about/transportation-commission/meeting-agenda.html> no less than 24 hours prior to the meeting. The documents are in draft form and for information only until the Commission takes final action.

### **TRANSPORTATION COMMISSION WORKSHOPS**

Wednesday, April 14, 2021

11:30 a.m. Commissioner Check in on Zoom

11:45 p.m. Joint Session HPTE/BE Discuss and Approval of Central 70 Refinancing Documents and Related Project Documents (Proposed Resolution #BE3, #BE4, #BE5) (Nick Farber and Keith Stefanik)

12:30 p.m. Right of Way Condemnation Authorizations (Steve Harelson)

12:45 p.m. Budget Workshop (Jeff Sudmeier and Bethany Nicholas)

1:00 p.m. FY '22 Office of Innovative Mobility Budget Workshop and Progress Report (Kay Kelly)

1:30 p.m. SB 267 Year 3 (Rebecca White and Sharon Terranova)

2:15 p.m. Mobility Hub Workshop (Kay Kelly, Sharon Teranova)

3:00 p.m. 1601 Interchange Approval Policy Directive Revision (Aaron Willis)

- 3:15 p.m. Update on GHG Proposed Rulemaking and Policy Directive (Rebecca White and Theresa Takushi)
- 4:00 p.m. Environmental Overview (Rebecca White and Jane Hann)
- 5:00 p.m. Adjournment

**TRANSPORTATION COMMISSION MEETING**

Thursday, April 15, 2021

- 8:00 a.m. Commissioner Breakfast Call
- 9:00 a.m. 1. Call to Order, Roll Call
- 9:05 a.m. 2. Open Public Hearing and Receive Public Comments for Draft FY 2022-2025 Statewide Transportation Improvement Program (STIP) (Jamie Collins)
- 9:10 a.m. 3. Public Comments (provided to commissioners in writing before meeting)
- 9:15 a.m. 4. Comments of the Chair and Individual Commissioners
- 9:25 a.m. 5. Executive Director’s Management Report (Shoshana Lew)
- 9:30 a.m. 6. Chief Engineer’s Report (Steve Harelson)
- 9:35 a.m. 7. HPTE Director’s Report (Nick Farber)
- 9:40 a.m. 8. State Legislative Report (Andy Karsian)
- 9:45 a.m. 9. FHWA Division Administrator Report (John Cater)
- 9:50 a.m. 10. STAC Report (Vincent Rogalski)
- 9:55 a.m. 11. Act on Consent Agenda
  - a) Proposed Resolution #1: Approve the Regular Meeting Minutes of January 4<sup>th</sup> (Special Meeting) and March 18, 2021 (Herman Stockinger)
  - b) Proposed Resolution #2: IGA Approval >\$750,000 (Steve Harelson)
  - c) Proposed Resolution #3: Central 70 Amended and Restated Inter-Agency Agreement (Keith Stefanik)
  - d) Proposed Resolution #4: Disposal: US 85 & Dartmouth Ave. (Parcels 24RevA-EX & 24RevB-EX) (Paul Jesaitis)
  - e) Proposed Resolution #5: Disposal: SH 128 & Colmans Way (Parcel AP205-EX) (Paul Jesaitis)
- 10:00 a.m. 12. Discuss and Act on Proposed Resolution #6: Condemnation Authorization 1 (Steve Harelson)

- 10:05 a.m. 13. Discuss and Act on Proposed Resolution #7: Condemnation Authorization 2 (Steve Harelson)
- 10:10 a.m. 14. Discuss and Act on Proposed Resolution #8: 10<sup>th</sup> Budget Supplement of FY 2021 (Jeff Sudmeier)
- 10:15 a.m. 15. Discuss and Act on Proposed Resolution #9: 9<sup>th</sup> Budget Amendment of FY 2021 (Jeff Sudmeier)
- 10:20 a.m. 16. Discuss and Act on Proposed Resolution #10: Bustang Microtransit (Kay Kelly and Mike Timlin)
- 10:25 a.m. 17. Discuss and Act on Proposed Resolution #11: 1601 Interchange Approval Policy Revisions (Aaron Willis)
- 10:30 a.m. 18. Discuss and Act on Proposed Resolution #12: Central 70 Local Street Name Change (Keith Stefanik)
- 10:35 a.m. 19. Close Public Hearing and Receive Public Comments for Draft FY 2022-2025 Statewide Transportation Improvement Program (STIP) (Jamie Collins)
- 10:40 a.m. 20. Recognitions:
- Environmental Awards (Rebecca White and Troy Halouska)
- 10:55 a.m. 21. Other Matters
- 11:00 a.m. 22. Adjournment

The Bridge Enterprise Board of Directors meeting will begin immediately following the adjournment of the Transportation Commission Meeting. Est. Start Time: 11:00 a.m.

### **BRIDGE ENTERPRISE BOARD OF DIRECTORS MEETING**

Thursday, April 15, 2021

- 11:00 a.m. 1. Call to Order and Roll Call
2. Public Comments (provided to commissioners in writing before meeting)
3. Act on Consent Agenda
- Proposed Resolution #BE1: to Approve the Regular Meeting Minutes of March 18, 2021 (Herman Stockinger)
4. Discuss and Act on Proposed Resolution #BE2: Bridge Enterprise 6<sup>th</sup> Budget Supplement for FY '21 (Jeff Sudmeier)
5. Other Matters
6. Adjournment

### **INFO ONLY**

- Project Budget/Expenditure Memo (Jeff Sudmeier)
- Q3 Annual Revenue Forecast Update Memo (Jeff Sudmeier)



**TO:** Board of Directors of the Colorado Bridge Enterprise (“BE”)  
Board of Directors of the High Performance Transportation Enterprise (“HPTE”)

**FROM:** Nick Farber, HPTE Director  
Keith Stefanik, Deputy Chief Engineer  
Andrew Gomez, Colorado Attorney General’s Office

**DATE:** April 14, 2021

**RE:** Approval of Central 70 Refinancing Documents and Related Project Documents including the: (i) Fourth Amendment to the Project Agreement, (ii) 2021 Memorandum of Settlement, (iii) Amended and Restated Intra-Agency Agreement, and (iv) Related Financing Documents for the Central 70 Project

**Purpose**

The purpose of this memorandum is to summarize the proposed changes to the Central 70 commercial and financial documents, including the Fourth Amendment to the Project Agreement (the “PA Amendment”), the 2021 Memorandum of Settlement, the Amended and Restated Intra-Agency Agreement (the “IAA”), and related financing documents associated with the refinancing of debt on the Project.

Since May 2020, CDOT, HPTE and the BE (and HPTE and BE together, the “Enterprises”) and the Central 70 Developer, Kiewit Meridiam Partners LLC (“KMP”) (collectively the “Parties”), have worked toward a global settlement related to certain Union Pacific Railroad (“UPRR”) related project disputes that would not increase either CDOT’s or the Enterprises’ project funding sources, while keeping schedule impacts to a minimum. Now, the Parties have achieved that goal and Enterprises’ Board approval of the draft projects and refinancing documents is required. Capitalized terms used but not otherwise defined in this memorandum have the meaning given to them in the Project Agreement or the applicable project document.

**Action**

Staff requests that the BE and HPTE Board of Directors (“Boards”) approve each respective resolution as follows:

**The BE Board is asked to approve:**

- (1) **BE Resolution #BE-21-4-3:** the 2021 Memorandum of Settlement, the Fourth Amendment to the Project Agreement and the First Amendment to the Lenders’ Direct Agreement
- (2) **BE Resolution #BE-21-4-4:** the issuance of Colorado Bridge Enterprise Senior Revenue Bonds (Central 70 Project) Series 2021A (Taxable) and the Colorado Bridge Enterprise Project Infrastructure Bonds (Central 70 Project) Series 2021B, the execution and delivery by BE of the First Supplemental Trust Indenture, the Series 2021 Loan Agreement, the 2021 Bond Purchase Agreement, the Issuer Continuing Disclosure Undertaking, the amendment to the Series 2017 Loan Agreement and the distribution and use of Preliminary and Final Official Statements with respect to the Bonds
- (3) **BE Resolution #BE-21-4-5:** the Amended and Restated Intra-agency Agreement between CDOT-HPTE-BE

**The HPTE Board is asked to approve:**

- (1) **HPTE Resolution #354:** the 2021 Memorandum of Settlement, the Fourth Amendment to the Project Agreement and the First Amendment to the Lenders’ Direct Agreement
- (2) **HPTE Resolution #355:** the Amended and Restated Intra-Agency Agreement between CDOT-HPTE-BE

### **Background**

At the direction of the Colorado Transportation Commission, and acting in collaboration with CDOT, the Enterprises procured the design, construction, financing, and planned operation and maintenance of a 9.4-mile portion of the I-70 East Corridor in Greater Denver (“Central 70 Project”) as a public-private partnership with KMP. Commercial and financial close occurred in late 2017, with construction activities beginning in the summer of 2018. Construction has been ongoing ever since.

As the Boards are aware, certain challenges related to the UPRR Crossing began in late 2018 affecting the Project timeline. See Board Memorandum dated November 14, 2018 (memorandum summarizing the Second Amendment to the Project Agreement & Settlement Agreement No. 1). Despite all Parties’ best intentions and a sincere desire to wholly alleviate and eliminate the potential for those delays, project schedule impacts continued beyond the timeline presented in the above referenced Board Memorandum. Currently, because of additional Eligible Costs incurred by KMP and a lower interest rate environment, a unique opportunity exists to refinance the Developer’s Transportation Infrastructure Finance and Innovation Act (“TIFIA”) loan amount. Doing so will allow the Project to generate additional financing proceeds, without increasing project funding sources to the Enterprises, to defray increases in Project costs, to restructure debt to minimize delays costs, and greatly minimize future risk to the project. This effort to restructure the Project’s private debt is made possible by P3 structure of the Project.

### **Project Documents (BE and HPTE):**

#### **Summary of 2021 Memorandum of Settlement**

In consideration of releasing all claims related to the current disputes, the Parties have agreed to the 2021 Memorandum of settlement. As a result, the Enterprises agree to make an additional payment in the amount of \$12.5 million at Substantial Completion. This amount is separate from the \$319 million Milestone Payments and funding will be allocated from the previously approved Project contingency and/or existing Project funding sources.

#### **Fourth Amendment to the Project Agreement**

The Parties’ efforts to refinance the existing TIFIA loan and raise additional TIFIA debt, senior debt, and equity (the “Debt Restructuring”), if achieved successfully, will not increase the Enterprises’ monthly Performance Payments payable to KMP. Because KMP is the TIFIA Borrower, they are required to lead the effort with TIFIA, but have agreed to share Financing Documents and solicit the Enterprises’ input throughout the Debt Restructuring process. The Parties have agreed that 100% of the Refinancing Gains generated by the Debt Restructuring will be used by the Developer to cover Project costs as part of this settlement.

As a part of the settlement, certain Milestone descriptions and dates, as well as Substantial Completion, are being revised. For ease of reference, please see the Fourth Amendment to the Project Agreement, pp. 2-7 for the changes related to added Milestones, payments, descriptions, and the new Baseline Substantial Completion Date. Of note, the Baseline Substantial Completion date will be moved to February 16, 2023 (see incentive payment within the next paragraph below payable to KMP if Substantial Completion is achieved by January 1, 2023), and Performance Payments will upon achievement of the new Milestone 5A, while the Construction Period continues (previously, Performance Payments commenced upon the achievement of Milestone 5). The Performance Payment Start Date of March 25, 2022, remains unchanged. Additional Milestones have been added by splitting scope associated with prior Milestones in an effort to better manage the upcoming Construction Work for the Project, and more closely match payments to the planned completion of significant portions of the Work.

The Performance Payments made by the Enterprises starting at Milestone 5A will be held in a Blocked Account until the achievement of Milestone 5B, which aligns with the scope that currently comprises Milestone 5, meaning the Developer will not have access the funds until the same scope as is required under the Project Agreement is completed. Importantly, should the Developer complete the Construction Work prior to January 1, 2023, the Enterprises have agreed to an incentive payment of \$2,500,000, which would be paid from project contingency and/or existing Project funding sources.

Finally, if the Debt Restructuring is approved, the Dispute Resolution Process (the “DRP”) will be withdrawn in its entirety. If the Debt Restructuring is not approved, or if financial close is not reached, the Parties have the ability to resume the DRP.

First Amendment to the Lenders’ Direct Agreement

The First Amendment to the Lenders’ Direct Agreement will be approved by HPTE and BE separately and executed by the Enterprises. The First Amendment to the Lenders’ Direct Agreement provides direct contractual privity between the Enterprises, KMP, and U.S. Bank National Association, acting as the “Collateral Agent” for the benefit of KMP’s lenders, including the bondholders and TIFIA. The First Amendment to the Lenders’ Direct Agreement addresses, among other things, the interactions between the Enterprises and the Collateral Agent when it exercises the Lenders’ rights to step-in and/or substitute KMP in the event of certain defaults by KMP. It also governs the treatment of certain payments to be made by the Enterprises to accounts held by the Collateral Agent for the benefit of KMP’s Lenders.

**Financing Documents (BE Only):**

The refinancing involves the following key components: (1) a new, upsized TIFIA loan with the USDOT with a lower interest rate; (2) new senior revenue bonds issued via BE as the conduit issuer; and (3) additional equity investment by the Developer. In addition to refinancing the TIFIA loan at today’s lower interest rates, a new Eligible Cost determination by FHWA also allows for an increase in the overall size of the TIFIA loan. Because the TIFIA loan size is capped at 33% of total Eligible Costs by the federal government, the additional senior bond debt fills out the additional debt capacity that can be repaid at today’s interest rates with no increase to the Enterprises’ Performance Payment obligations. KMP is also required to add additional private equity to maintain the same key financial ratios that were in place at the start of the Project and meet ongoing Project Agreement requirements.

Series 2021 Bonds Overview

The new BE Series 2021A senior bonds allow KMP to maximize the total refinancing amount currently available due to lower interest rates, after the maximum TIFIA loan amount is established. The final amount of Senior Debt issued will vary depending on interest rates as of the date of financial close, and will be maximized to the amount that can be paid from the existing Performance Payments, without increase. As with the original senior bonds issued for the project, BE is issuing the bonds only as the conduit issuer. The bonds are not debt obligations of BE and are payable solely by KMP from the pledged Capital Performance Payments. BE will not have any payment obligations with respect to the 2021A bonds.

The separate Series 2021B Project Infrastructure Bonds are being put in place as a financing bridge because there are restrictions on the use of federal funds (here, the new TIFIA loan) to directly pay other federal debt (here, the existing TIFIA loan). The short-term, 30-month fixed maturity bonds being issued by BE as conduit will have interest fully capitalized - meaning the Developer has prefunded all interest payable during the time the short term bonds are outstanding - and will be paid off in full through a draw on the new TIFIA Loan prior to maturity. BE will not have any payment obligations with respect to the 2021B short term bonds.

First Supplemental Trust Indenture

The First Supplemental Trust Indenture (“Supplemental Indenture”) is the agreement between BE, as the issuer of the Bonds, and U.S. Bank National Association, as trustee (Trustee) pursuant to which the Bonds will be issued. The Supplemental Indenture sets forth the terms of the Bonds, including, among other things, the maturity dates, principal amounts, interest rates, yields, prices and redemption provisions of the Bonds. The Supplemental Indenture will pledge and grant a lien to the Bondholder’s on the Trust Estate. The Supplemental Indenture will also establish certain funds and accounts, set forth certain representations and covenants of BE, as the issuer of the Bonds, events of default and remedies, the representations, warranties and responsibilities of the Trustee and certain other provisions.

Series 2021 Loan Agreement

The Series 2021 Loan Agreement (“LA”) is the agreement between BE and KMP whereby BE agrees to lend to KMP, and KMP agrees to borrow from BE, the proceeds of the Bonds. The LA sets forth the terms of the loan (including the repayment schedule and prepayment terms), certain representations and warranties of BE, certain representations, warranties and covenants of KMP, the events of default and remedies, and certain other provisions.

Amendment to Series 2017 Loan Agreement

At the time of issuance of the Series 2017 Bonds, BE and KMP entered into a Loan Agreement (the “Series 2017 Loan Agreement”), whereby BE lent to KMP, and KMP borrowed from BE, the proceeds of the Series 2017 Bonds. The Series 2017 Loan Agreement sets forth the terms of the loan (including the repayment schedule and prepayment terms), certain representations and warranties of BE, certain representations, warranties and covenants of KMP, the events of default and remedies, and certain other provisions. In connection with entering into the 2021 Memorandum of Settlement certain amendments need to be made to the Serie 2017 Loan Agreement in order to make its provisions consistent with the items agreed to in the 2021 Memorandum of Settlement.

Bond Purchase Agreement for the Series 2021 Bonds

The Bond Purchase Agreement (“BPA”) is the contract among BE, KMP and the bond underwriting syndicate (consisting of RBC Capital Markets, LLC and Barclays Capital Inc.) for the sale of the Bonds by BE to the underwriters. The BPA specifies the terms of the bonds (including, the maturity dates, principal amounts, interest rates, yields, prices and redemption provisions) that are acceptable to the underwriters in order for them to purchase the Bonds from BE. The BPA also contains the net purchase price of the Bonds, including the underwriters discount (compensation). Additionally, the BPA contains representations and warranties of the BE, KMP and the underwriters and sets forth the conditions that must be met in order for the underwriters to purchase the bonds on the settlement date of the Bonds.

Preliminary Official Statement

The Preliminary Official Statement (“POS”) is the initial disclosure document that will be used by the underwriters to market and sell the Bonds. Once the bonds are sold, and prior to financial close on the Bonds, a Final Official Statement (substantially identical to the POS, with the final pricing information inserted) (“Final OS”) will be prepared and delivered to investors. The primary function of the POS and Final OS is to provide to the initial purchasers of the Bonds all material facts (i.e. information that a reasonable investor likely would consider significant in the total mix of information available about the Bonds) that are necessary in order for the purchasers to make an informed decision to purchase, or not purchase, the Bonds. The POS and Final OS describe in detail, among other things, the Central 70 Project, the plan of finance, the terms of the Bonds, the sources of payment and security for the Bonds, the financing sources for the Central 70 Project, certain key Central 70 Project documents and agreements, descriptions each of the participants in the Central 70 Project, including, KMP, the Sponsors, BE, HPTE, CDOT, the construction contractors and O&M contractor, and the potential risks associated with investing in the Bonds.

Continuing Disclosure Undertaking

The Continuing Disclosure Undertaking establishes BE’s commitment to provide certain updated financial and operational information with respect to BE, HPTE and CDOT to the Municipal Securities Rulemaking Board, or its designee, on an annual basis and to provide notices of certain enumerated events.

Amended and Restated Intra-Agency Agreement

Given that there have been four amendments to the IAA between CDOT-HPTE-BE, the Parties have decided to amend and restate the IAA for ease of reference, which fully incorporates all changes to the agreement. As with other IAAs between CDOT and the Enterprises, this IAA follows a similar format and contains similar substantive provisions, including the backup loan structure. Changes to this version include amendments to the Project timeline and updating the matrix for Milestone Payment Contribution found at Table III-1, p. 8. For a more robust summary on the Central 70 IAA generally and its substantive provisions, please see the April 19, 2017 Memorandum, *Central 70 Intra-Agency Agreement*. This IAA will be presented separately to the Transportation Commission on April 15, 2021 for their approval.

### **Next Steps:**

If the Boards approve the Debt Restructuring documents, Staff and KMP will continue to work toward financial close, which is likely to occur in June 2021 following final approval of the Debt Restructuring by the USDOT and marketing of the Bonds. The BE Board's approval of the Bonds will be valid provided that the Bonds are issued no later than July 16, 2021. If the issuance is delayed beyond that for any reason, subsequent Board approval would be required.

It is important to note that none of the settlement-related project documents take effect unless and until financial close is reached on the Debt Restructuring. Also, the 2021 Memorandum of Settlement provides the Developer and Construction Contractor certain rights to terminate the settlement if, due to movement in interest rates or other financing parameters, the Debt Restructuring is not projected to generate at least \$37.5 million in new refinancing proceeds net of transaction and financing costs. This termination is optional and, if exercised by the Developer, the Developer would be required to pay the Enterprises a \$2.5 million termination payment to reimburse CDOT and the Enterprises their costs in pursuing the Debt Restructuring unless the termination was caused by the Enterprises.

### **Options/Decision Matrix**

- 1) **Staff Recommendation:** Approve the Debt Restructuring; including the accompanying Resolutions authorizing the execution of documents.
- 2) Review but do not approve the Debt Restructuring. Provide instructions on changes or revisions. Project financing would be delayed, and potentially restructured.

### **Recommendations**

The staff recommends that the Boards adopt the respective resolutions authorizing the Debt Restructuring.

### **Attachments** (To view Attachments A-K listed below, please click [here](#) due to number of pages)

- HPTE-BE Board Joint Session Presentation
- Attachment A: Form of Fourth Amendment to the Project Agreement, including the following attachment:
  - Form of First Amendment to Lenders Direct Agreement
- Attachment B: 2021 Memorandum of Settlement, including the following attachments:
  - Form of Fourth Amendment to Construction Contract between KMP and the Construction Contractor (For Information Only)
  - Form of Second Amendment to Maintenance Contract between KMP and the O&M Contractor (For Information Only)
- Attachment C: Amended and Restated Intra-agency Agreement
- Attachment D: Form of First Supplemental Trust Indenture
- Attachment E: Form of Series 2021 Loan Agreement
- Attachment F: Form of Amendment to Series 2017 Loan Agreement
- Attachment G: Form of Bond Purchase Agreement
- Attachment H: Form of Preliminary Official Statement with respect to Colorado Bridge Enterprise Senior Revenue/Project Infrastructure Bonds (Central 70 Project) Series 2021
- Attachment I: Form of Continuing Disclosure Undertaking
- Attachment J: Form of Collateral Agency Agreement (For Information Only)
- Attachment K: Exhibits to Collateral Agency Agreement (For Information Only)

### **Resolutions**

- 1) Resolution (BE-21-4-3) approving the 2021 Memorandum of Settlement, the Fourth Amendment to the Project Agreement, and the First Amendment to the Lenders' Direct Agreement
- 2) Resolution (BE-21-4-4) approving the Amended and Restated Intra-Agency Agreement between HPTE-CDOT-BE
- 3) Resolution (BE-21-4-5) approving the issuance of Colorado Bridge Enterprise Senior Revenue Bonds (Central 70 Project) Series 2021A and the Colorado Bridge Enterprise Project Infrastructure Bonds (Central 70 Project) Series 2021B, the execution and delivery by BE of the First Supplemental Trust Indenture, the Series 2021 Loan Agreement, the 2021 Bond Purchase Agreement the Continuing Disclosure Undertaking, the amendment to Series 2017 Loan Agreement and the distribution and use of Preliminary and Final Official Statements with respect to the Bonds
- 4) Resolution (HPTE #354) approving the 2021 Memorandum of Settlement, the Fourth Amendment to the Project Agreement, and the First Amendment to the Lenders' Direct Agreement
- 5) Resolution (HPTE #355) approving the Amended and Restated Intra-Agency Agreement between HPTE-CDOT-BE



# HPTE Board BE Board

*Joint Session - April 14, 2021*

**Central to Communities, Commerce, Connections and Colorado.**





# Joint Session Agenda

1. Central 70 Project Status Update (Brief)
2. Proposed Settlement Information
3. Project Schedule History
4. Path Forward to Financial Close
5. Staff Recommendation
6. Questions
7. Resolution(s) Approval for BE Board & HPTE Board



## Project Status Update - Stats

- Project is 69.5% complete thru February 2021
  - Design = 99% ; Construction= 66.3%
- Quebec St. to Chambers Rd.
  - Segment is Substantially Complete
- Colorado Blvd. to Quebec St.
  - Final configuration projected September 2021
- Brighton Blvd. to Colorado Blvd.
  - Traffic switch to lowered section anticipated late May 2021



Central 70



COLORADO  
Department of Transportation  
Statewide Bridge Enterprise



# Project Status Update - Progress Photos





Central 70



COLORADO  
Department of Transportation  
Statewide Bridge Enterprise



# Project Status Update - Progress Photos





Central 70



COLORADO  
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# Project Status Update - Progress Photos





# Project Status Update - Upcoming Work

- Advertised as “Mile High Shift”
- Anticipated late-May 2021
- Shifts I-70 traffic from the viaduct into the lowered section
- Future I-70 WB lanes are wide enough to accommodate all six lanes of I-70 traffic
- Traffic will remain in this configuration until future EB lanes are constructed (late 2022)





## Proposed Settlement Information

- Since May 2020, Enterprises and KMP have been working towards a settlement related to UPRR project disputes while striving to keep project schedule impacts to a minimum
- Increased KMP Eligible Costs combined with the lower interest rate environment creates a unique opportunity to refinance KMP's TIFIA loan
- Additional financing proceeds will be generated and provided to KMP to defray increased costs associated with the UPRR project disputes
- Proposed Settlement does not increase CDOT/Enterprises project funding sources or the Performance Payment amount



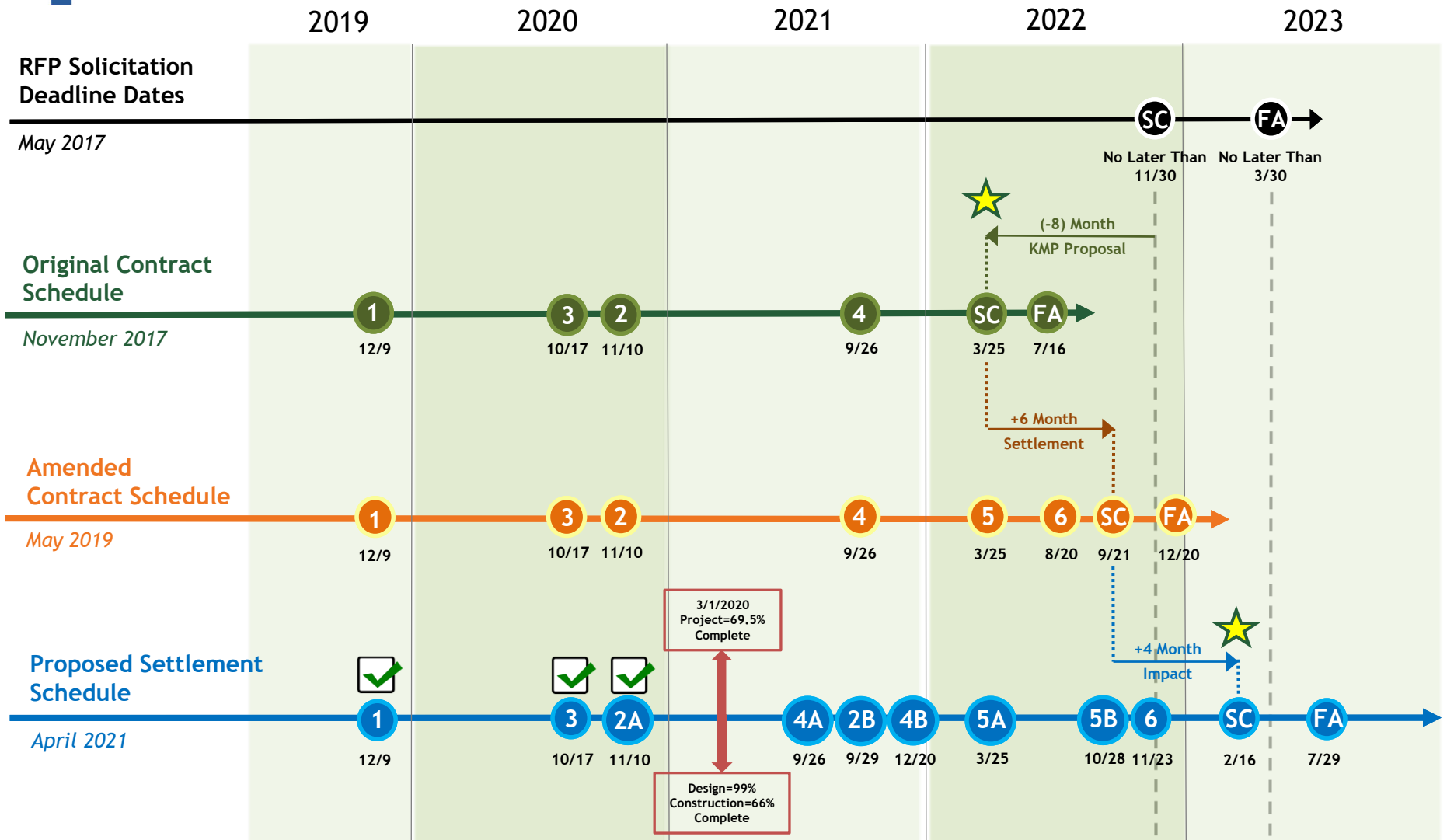


## Proposed Settlement Information

- Enterprises will contribute \$12.5M from existing project funding sources towards settlement
- Enterprises will contribute \$2.5M incentive payment if KMP achieves Substantial Completion by January 1, 2023
- Enterprises will provide schedule relief by restructuring Milestone Payment definitions and timing (total Milestone Payments remain at \$319M)
- Enterprises will begin Performance Payments as originally scheduled
- BE will also not have any additional payment obligations with respect to the bonds



## Project Schedule History



MS#1 (East Segment) - MS#2A & 2B (Center Segment) - MS#3 (UPRR Phase 4B) - MS#4A (UPRR Phase 5) - MS#4B (Viaduct Removal) - MS#5A (Mass Excavation) - MS#5B (Ultimate Configuration) - MS#6 (Cover Top) - SC (Substantial Completion) - FA (Final Acceptance)



## Path Forward to Financial Close

- The Memorandum of Settlement provides KMP and the Construction Contractor rights to terminate the settlement if the Debt Restructuring is not projected to generate at least \$37.5 million in new refinancing proceeds net of transaction and financing costs at the time of Financial Close
- This termination is optional and, if exercised by KMP, they would be required to pay the Enterprises a \$2.5 million termination payment
- The termination payment reimburses Enterprises for costs while pursuing the Debt Restructuring (unless the termination was caused by the Enterprises)
- None of the settlement-related project documents take effect unless and until financial close is reached on the Debt Restructuring
- KMP currently anticipates Financial Close date of June 11, 2021
- KMP currently anticipates Bond Closing on June 17, 2021
- BE Board's approval of the Bonds will be valid provided that the Bonds are issued no later than July 16, 2021



## Staff Recommendation

- HPTE Board & BE Board approve the Debt Restructuring through approval of accompanying Resolutions authorizing execution of the various documents



# Questions?

## Central 70 Team Available:

- Nick Farber, HPTE Director
- Keith Stefanik, Deputy Chief Engineer
- Andrew Gomez, Attorney General's Office
- Bob Hays, Central 70 Project Director
- Brent Butzin, External Legal Counsel
- Michael Thomas, External BE Bond Counsel
- Nicole Doheny, External HPTE Financial Advisor



## BE - Requested Resolution Approvals

1. 2021 Memorandum of Settlement, Fourth Amendment to the Project Agreement and First Amendment to the Lender's Direct Agreement
2. Amended & Restated Intra-Agency Agreement
3. Issuance of Colorado Bridge Enterprise Senior Revenue Bonds (Central 70 Project) Series 2021A and the Colorado Bridge Enterprise Project Infrastructure Bonds (Central 70 Project) Series 2021B, the execution and delivery by BE of the First Supplemental Trust Indenture, the Series 2021 Loan Agreement, the 2021 Bond Purchase Agreement the Continuing Disclosure Undertaking, the amendment to Series 2017 Loan Agreement and the distribution and use of Preliminary and Final Official Statements with respect to the Bonds



# HPTE - Requested Resolution Approvals

1. 2021 Memorandum of Settlement, Fourth Amendment to the Project Agreement and First Amendment to the Lender's Direct Agreement
2. Amended & Restated Intra-Agency Agreement

MEMORANDUM

TO: THE TRANSPORTATION COMMISSION  
FROM: JEFF SUDMEIER, CHIEF FINANCIAL OFFICER  
DATE: APRIL 15, 2021  
SUBJECT: FY 2020-21 BUDGET AMENDMENT

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**Purpose**

To review the ninth amendment to the FY 2020-21 Annual Budget in accordance with Policy Directive (PD) 703.0.

**Action**

The Division of Accounting and Finance (DAF) is requesting Transportation (TC) review and approval of the ninth amendment to the FY 2020-21 Annual Budget. The ninth amendment consists of one item that requires TC approval, described below, resulting in the reallocation of \$1.0 million from System Operations to Agency Operations and repurposes \$1.0 million within Agency Operations from the ITS budget specifically for the Division of Maintenance and Operation's Joint Operations Area (JOA) budget.

**JOA Build Project**

The Division of Maintenance and Operations is requesting to transfer \$2.0 million from the ITS budget to the Division's Joint Operations Area (JOA) build project. The COVID-19 pandemic has disrupted semiconductor manufacturing which has resulted in delays in ITS hardware delivery and deployments. Overall, the delivery delays have not affected the Division's operations but it has created a surplus of approximately \$2.0 million, of which \$1.0 million resides in the ITS budget on the System Operations line and \$1.0 million resides in the ITS budget on the Agency Operations line.

The JOA build project that was presented to the Transportation Commission in November 2020 is expected to cost \$5.0 million total. Currently, there is \$1.7 million allocated for the JOA project and staff is requesting to repurpose the \$2.0 million surplus from the ITS manufacturing delays for this project. This additional funding will allow the Department to begin design, remodel and construction of the new operations center in the old west residency building and construction of the maintenance facility with an estimated completion date of early 2023.

The ninth budget amendment reallocates \$1,000,000 from System Operations (line 6) to Agency Operations (line 62) and repurposes \$1,000,000 within Agency Operations (line 62) specifically from the ITS budget to the JOA budget.

**Options and Recommendation**

1. Approve proposed Budget Amendment (see proposed resolution #9) -- STAFF RECOMMENDATION
2. Approve a portion of the proposed budget amendment.
3. Request additional information and defer action to a subsequent month.

**Attachments**

Attachment A - Amended FY 2020-21 Annual Budget



**Attachment A: FY 2020-21 CDOT AMENDED ANNUAL BUDGET**

Line	Budget Category / Program	Rollforward from FY19-20	FY 2020-21 Allocation Plan	Proposed TC Amendments	Approved TC Amendments	EMT and Staff Approved Adjustments	Total FY21 Program Budget Available including Changes	Directed By	Funding Source
<b>1</b>	<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>								
<b>2</b>	<b>Capital Construction</b>	\$726.0 M	\$973.6 M	-\$1.0 M	-\$47.6 M	\$115.1 M	\$1,766.1 M		
<b>3</b>	<b>Asset Management</b>	\$98.0 M	\$325.2 M	-\$1.0 M	\$1.0 M	\$2.0 M	\$425.2 M		
4	Surface Treatment	\$24.7 M	\$223.2 M	\$0.0 M	\$0.0 M	\$1.2 M	\$249.0 M	TC	FHWA / SH / SB 09-108
5	Structures	\$2.2 M	\$51.8 M	\$0.0 M	\$0.0 M	-\$0.2 M	\$53.9 M	TC	FHWA / SH / SB 09-108
6	System Operations-AM	\$1.2 M	\$31.4 M	-\$1.0 M	\$1.0 M	\$0.8 M	\$33.3 M	TC	FHWA / SH
7	Geohazards Mitigation	\$0.3 M	\$12.3 M	\$0.0 M	\$0.0 M	\$0.0 M	\$12.5 M	TC	SB 09-108
8	Permanent Water Quality Mitigation	\$6.2 M	\$6.5 M	\$0.0 M	\$0.0 M	\$0.3 M	\$13.0 M	TC	FHWA / SH
9	Emergency Relief	\$63.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$63.4 M	FR	FHWA
<b>10</b>	<b>Safety</b>	\$13.7 M	\$127.6 M	\$0.0 M	-\$7.7 M	\$2.4 M	\$136.1 M		
11	Highway Safety Improvement Program	\$4.4 M	\$32.8 M	\$0.0 M	\$0.0 M	\$0.4 M	\$37.7 M	FR	FHWA / SH
12	Railway-Highway Crossings Program	\$0.0 M	\$3.6 M	\$0.0 M	\$0.0 M	\$0.0 M	\$3.6 M	FR	FHWA / SH
13	Hot Spots	\$0.1 M	\$2.2 M	\$0.0 M	\$0.0 M	-\$0.1 M	\$2.2 M	TC	FHWA / SH
14	FASTER Safety	\$9.2 M	\$67.6 M	\$0.0 M	-\$7.7 M	\$2.1 M	\$71.2 M	TC	SB 09-108
15	ADA Compliance	\$0.0 M	\$21.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$21.4 M	TC	FHWA / SH
<b>16</b>	<b>Mobility</b>	\$614.3 M	\$520.8 M	\$0.0 M	-\$41.0 M	\$110.7 M	\$1,204.8 M		
17	Regional Priority Program	\$0.0 M	\$48.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$48.4 M	TC	FHWA / SH
18	Strategic Projects	\$573.9 M	\$450.0 M	\$0.0 M	-\$41.0 M	\$111.4 M	\$1,094.3 M	SL	SB 17-267 / SB 19-262
19	National Highway Freight Program	\$40.5 M	\$22.4 M	\$0.0 M	\$0.0 M	-\$0.7 M	\$62.2 M	FR	FHWA / SH
<b>20</b>	<b>Maintenance and Operations</b>	\$12.2 M	\$368.8 M	\$0.0 M	\$15.4 M	-\$9.3 M	\$384.2 M		
<b>21</b>	<b>Asset Management</b>	\$7.7 M	\$332.9 M	\$0.0 M	\$17.5 M	-\$7.5 M	\$347.7 M		
22	Maintenance Program Areas	\$0.0 M	\$265.2 M	\$0.0 M	\$2.0 M	\$0.0 M	\$267.2 M		
23	Roadway Surface	\$0.0 M	\$41.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$41.4 M	TC	SH
24	Roadside Facilities	\$0.0 M	\$21.8 M	\$0.0 M	\$0.0 M	\$0.0 M	\$21.8 M	TC	SH
25	Roadside Appearance	\$0.0 M	\$10.7 M	\$0.0 M	\$0.0 M	\$0.0 M	\$10.7 M	TC	SH
26	Structure Maintenance	\$0.0 M	\$4.5 M	\$0.0 M	\$0.0 M	\$0.0 M	\$4.5 M	TC	SH
27	Tunnel Activities	\$0.0 M	\$3.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$3.4 M	TC	SH
28	Snow and Ice Control	\$0.0 M	\$78.7 M	\$0.0 M	\$0.0 M	\$0.0 M	\$78.7 M	TC	SH
29	Traffic Services	\$0.0 M	\$70.3 M	\$0.0 M	\$2.0 M	\$0.0 M	\$72.3 M	TC	SH
30	Materials, Equipment, and Buildings	\$0.0 M	\$16.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$16.4 M	TC	SH
31	Planning and Scheduling	\$0.0 M	\$18.1 M	\$0.0 M	\$0.0 M	\$0.0 M	\$18.1 M	TC	SH
32	Toll Corridor General Purpose Lanes	\$0.0 M	\$2.9 M	\$0.0 M	\$0.0 M	\$0.0 M	\$2.9 M	TC	SH
33	Property	\$0.1 M	\$29.3 M	\$0.0 M	\$0.5 M	\$0.6 M	\$30.6 M	TC	SH
34	Capital Equipment	\$7.5 M	\$23.5 M	\$0.0 M	\$1.0 M	\$2.1 M	\$34.1 M	TC	SH
**35	Maintenance Reserve Fund	\$0.0 M	\$12.0 M	\$0.0 M	\$14.0 M	-\$10.2 M	\$15.8 M	TC	SH
<b>36</b>	<b>Safety</b>	\$1.3 M	\$11.4 M	\$0.0 M	-\$1.6 M	-\$4.5 M	\$6.7 M		
37	Strategic Safety Program	\$1.3 M	\$11.4 M	\$0.0 M	-\$1.6 M	-\$4.5 M	\$6.7 M	TC	FHWA / SH
<b>38</b>	<b>Mobility</b>	\$3.2 M	\$24.6 M	\$0.0 M	-\$0.6 M	\$2.6 M	\$29.8 M		
39	Real-Time Traffic Operations	\$0.0 M	\$14.6 M	\$0.0 M	-\$0.6 M	-\$0.3 M	\$13.7 M	TC	SH
40	ITS Investments	\$3.2 M	\$10.0 M	\$0.0 M	\$0.0 M	\$2.9 M	\$16.1 M	TC	FHWA / SH
<b>41</b>	<b>Multimodal Services</b>	\$119.8 M	\$70.1 M	\$0.0 M	-\$0.8 M	\$10.9 M	\$200.0 M		
<b>42</b>	<b>Mobility</b>	\$119.8 M	\$70.1 M	\$0.0 M	-\$0.8 M	\$10.9 M	\$200.0 M		
43	Innovative Mobility Programs	\$8.2 M	\$11.1 M	\$0.0 M	\$0.0 M	-\$2.2 M	\$17.1 M	TC	FHWA / SH
***44	Strategic Transit and Multimodal Projects	\$101.4 M	\$50.0 M	\$0.0 M	\$0.0 M	\$12.4 M	\$163.9 M	SL	SB 17-267
****45	Rail Commission	\$1.1 M	\$0.1 M	\$0.0 M	\$0.0 M	\$0.0 M	\$1.2 M	SL	SL
46	Bustang	\$9.1 M	\$8.9 M	\$0.0 M	-\$0.8 M	\$0.7 M	\$17.8 M	TC	SB 09-108 / Fare Rev.
<b>47</b>	<b>Suballocated Programs</b>	\$463.3 M	\$224.1 M	\$0.0 M	\$99.8 M	\$37.0 M	\$824.1 M		
<b>48</b>	<b>Aeronautics</b>	\$25.7 M	\$31.8 M	\$0.0 M	\$0.0 M	-\$7.9 M	\$49.6 M		
49	Aviation System Programs	\$25.7 M	\$31.8 M	\$0.0 M	\$0.0 M	-\$7.9 M	\$49.6 M	AB	SA
<b>50</b>	<b>Highway</b>	\$235.7 M	\$125.7 M	\$0.0 M	\$21.3 M	\$44.3 M	\$427.1 M		
51	STP-Metro	\$158.2 M	\$55.7 M	\$0.0 M	\$21.3 M	\$55.5 M	\$290.6 M	FR	FHWA / LOC
52	Congestion Mitigation and Air Quality	\$60.3 M	\$50.5 M	\$0.0 M	\$0.0 M	-\$11.2 M	\$99.6 M	FR	FHWA / LOC
53	Metropolitan Planning	\$1.4 M	\$9.1 M	\$0.0 M	\$0.0 M	-\$0.1 M	\$10.4 M	FR	FHWA / FTA / LOC
54	Off-System Bridge Program	\$15.8 M	\$10.5 M	\$0.0 M	\$0.0 M	\$0.2 M	\$26.4 M	TC / FR	FHWA / SH / LOC
<b>55</b>	<b>Transit and Multimodal</b>	\$201.9 M	\$66.6 M	\$0.0 M	\$78.5 M	\$0.6 M	\$347.5 M		
56	Recreational Trails	\$1.9 M	\$1.6 M	\$0.0 M	\$0.0 M	-\$0.8 M	\$2.6 M	FR	FHWA
57	Safe Routes to School	\$10.0 M	\$3.1 M	\$0.0 M	\$0.0 M	-\$0.3 M	\$12.9 M	TC	FHWA
58	Transportation Alternatives Program	\$29.7 M	\$12.3 M	\$0.0 M	\$0.0 M	-\$0.6 M	\$41.4 M	FR	FHWA / LOC
59	Transit Grant Programs	\$81.1 M	\$49.6 M	\$0.0 M	\$78.5 M	\$2.0 M	\$211.2 M	FR / SL / TC	FTA / LOC / SB 09-108
****60	Multimodal Options Program	\$79.2 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.3 M	\$79.5 M	TC/SL	SB 19-125
<b>61</b>	<b>Administration &amp; Agency Operations</b>	\$22.6 M	\$100.9 M	\$1.0 M	\$9.3 M	-\$16.7 M	\$117.1 M		
62	Agency Operations	\$22.1 M	\$62.6 M	\$1.0 M	\$9.3 M	-\$16.5 M	\$78.6 M	TC / AB	FHWA / SH / SA / SB 09-108
63	Administration	\$0.0 M	\$35.7 M	\$0.0 M	\$0.0 M	-\$0.2 M	\$35.5 M	SL	SH
64	Project Initiatives	\$0.5 M	\$2.6 M	\$0.0 M	\$0.0 M	\$1.0 M	\$4.1 M	TC	SH
<b>65</b>	<b>Debt Service</b>	\$145.5 M	\$62.8 M	\$0.0 M	\$105.3 M	-\$50.1 M	\$263.5 M		
66	Debt Service	\$145.5 M	\$62.8 M	\$0.0 M	\$105.3 M	-\$50.1 M	\$263.5 M	DS	FHWA / SH
<b>67</b>	<b>Contingency Reserve</b>	\$65.2 M	\$15.0 M	\$0.0 M	-\$76.9 M	\$111.3 M	\$114.6 M		
68	Contingency Fund	\$31.5 M	\$15.0 M	\$0.0 M	\$15.0 M	\$1.4 M	\$62.9 M	TC	FHWA / SH
69	Reserve Fund	\$33.7 M	\$0.0 M	\$0.0 M	-\$91.9 M	\$109.9 M	\$51.7 M	TC	FHWA / SH
<b>70</b>	<b>Other Programs</b>	\$43.7 M	\$25.1 M	\$0.0 M	\$0.6 M	\$1.2 M	\$70.6 M		
71	Safety Education	\$10.3 M	\$13.0 M	\$0.0 M	\$0.0 M	\$1.5 M	\$24.7 M	TC/FR	NHTSA / SSE
72	Planning and Research	\$7.3 M	\$11.7 M	\$0.0 M	\$0.6 M	-\$1.0 M	\$18.7 M	FR	FHWA / SH
73	State Infrastructure Bank	\$26.1 M	\$0.4 M	\$0.0 M	\$0.0 M	\$0.7 M	\$27.2 M	TC	SIB
<b>74</b>	<b>TOTAL - CDOT</b>	\$1,598.3 M	\$1,840.3 M	\$0.0 M	\$105.8 M	\$188.6 M	\$3,733.0 M		

**Key to Acronyms:**

- TC = Transportation Commission
- FR = Federal
- SL = State Legislature
- AB = Aeronautics Board
- SH = State Highway
- SIB = State Infrastructure Bank
- LOC = Local
- SB = Senate Bill
- SA = State Aviation

76 COLORADO BRIDGE ENTERPRISE								
77	Capital Construction	\$86.6 M	\$100.2 M	\$0.0 M	\$0.0 M	\$0.9 M	\$201.3 M	
78	Asset Management	\$86.6 M	\$100.2 M	\$0.0 M	\$0.0 M	\$0.9 M	\$201.3 M	
79	Bridge Enterprise Projects-CBE	\$86.6 M	\$100.2 M	\$0.0 M	\$0.0 M	\$0.9 M	\$101.1 M	BEB SB 09-108
80	Maintenance and Operations	\$0.9 M	\$0.5 M	\$0.0 M	\$0.0 M	\$0.0 M	\$1.0 M	
81	Asset Management	\$0.9 M	\$0.5 M	\$0.0 M	\$0.0 M	\$0.0 M	\$1.0 M	
82	Maintenance and Preservation-CBE	\$0.9 M	\$0.5 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.5 M	BEB SB 09-108
83	Administration & Agency Operations	\$2.8 M	\$2.0 M	\$0.0 M	-\$0.1 M	\$0.0 M	\$3.9 M	
84	Agency Operations-CBE	\$2.8 M	\$2.0 M	\$0.0 M	-\$0.1 M	\$0.0 M	\$1.9 M	BEB SB 09-108
85	Debt Service	\$0.0 M	\$18.2 M	\$0.0 M	\$0.0 M	-\$18.2 M	\$18.2 M	
86	Debt Service-CBE	\$0.0 M	\$18.2 M	\$0.0 M	\$0.0 M	-\$18.2 M	\$0.0 M	BEB FHWA / SH
87	<b>TOTAL - BRIDGE ENTERPRISE</b>	<b>\$90.3 M</b>	<b>\$120.9 M</b>	<b>\$0.0 M</b>	<b>-\$0.1 M</b>	<b>-\$17.4 M</b>	<b>\$193.8 M</b>	

88 HIGH PERFORMANCE TRANSPORTATION ENTERPRISE								
89	Maintenance and Operations	\$52.3 M	\$17.0 M	\$0.0 M	\$10.3 M	\$6.1 M	\$44.4 M	
90	Express Lanes Operations-HPTE	\$52.3 M	\$17.0 M	\$0.0 M	\$10.3 M	\$6.1 M	\$33.4 M	HPTEB Tolls / Managed Lanes Revenue
91	Administration & Agency Operations	\$5.1 M	\$5.6 M	\$0.0 M	\$0.0 M	\$0.8 M	\$12.0 M	
92	Agency Operations-HPTE	\$5.1 M	\$5.6 M	\$0.0 M	\$0.0 M	\$0.8 M	\$6.4 M	HPTEB Fee for Service
93	Debt Service	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	
94	Debt Service-HPTE	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	HPTEB Fee for Service
95	<b>TOTAL - HIGH PERFORMANCE TRANSPORTATION ENTERPRISE</b>	<b>\$57.4 M</b>	<b>\$22.6 M</b>	<b>\$0.0 M</b>	<b>\$10.3 M</b>	<b>\$6.9 M</b>	<b>\$97.2 M</b>	
96	<b>TOTAL - CDOT AND ENTERPRISES</b>	<b>\$1,745.9 M</b>	<b>\$1,983.9 M</b>	<b>\$0.0 M</b>	<b>\$116.0 M</b>	<b>\$178.1 M</b>	<b>\$4,023.9 M</b>	

\*Roll forward budget is budget from a prior year that hasn't been committed to a project or expended from a cost center prior to the close of the fiscal year. Estimated Roll forward budget will be incorporated prior to finalizing the FY 2021 budget, and updated after the close of FY 2020

\*\* \$10M of the FY21 Maintenance Reserve Final Allocation Plan budget is specifically allocated for Snow and Ice Control

\*\*\*SB 17-267 directed the State Treasurer to execute lease-purchase agreements on existing state facilities to generate revenue for priority transportation projects. At least 10 percent of these proceeds must be used for transit projects. Of the \$50 million in estimated revenue for transit projects, the department anticipates spending \$2.4 million on Administration, \$27.6 million on the construction of bus and pedestrian facilities, and \$20.0 million on rolling stock.

\*\*\*\*SB 18-001 appropriated \$2.5 million to the Southwest Chief and Front Range Rail Commission. Pursuant to SB 19-125, this funding is available until the close of FY 2020-21.

\*\*\*\*\*SB 18-001 created the Multimodal Transportation Options Fund, and allocated \$71.75 million to the fund in FY 2018-19 and \$22.5 million to the fund in FY 2019-20. This funding is annually appropriated by the General Assembly. The FY 2018-19 appropriation is available until the close of FY 2022-23 pursuant to SB 19-125, and the FY 2019-20 appropriation is available until the close of FY 2023-24 pursuant to SB 19-207. Of the total funding, the department will spend approximately \$6 million on administration and operating costs, approximately \$14 million for CDOT bus purchase and facility construction, and approximately \$74 million will be passed through to local agencies for rolling stock purchases.



MEMORANDUM

**TO:** THE TRANSPORTATION COMMISSION  
**FROM:** Kay Kelly, Chief, Office of Innovative Mobility  
**DATE:** April 14, 2021  
**SUBJECT:** Office of Innovative Mobility (OIM) FY22 Budget

**Purpose:** This memorandum provides a review of OIM accomplishments in FY21 and proposes an OIM project budget for FY22.

**Action:** This is presented as an informational item this month and the Commission will be asked to approve the FY 22 Innovative Mobility project budget as part of the May 2021 Budget Supplement.

**Background:** The goals and objectives of OIM are to reduce pollution in our air and congestion on our roads by expanding multimodal transportation options and using traditional and emerging mobility technologies. OIM's work is in alignment with many of the transportation recommendations in the state greenhouse gas roadmap which calls for increased vehicle electrification, behavior change that reduces VMT and increased mobility options. OIM is organized into three program areas:

- **Mobility Services** - exploring ways to make transportation efficient and more accessible to underserved populations by working with technology, legislation, and conducting research and analysis.
- **Mobility Technology** - guiding Colorado's strategy and policy on connected, autonomous and emerging transportation technologies.
- **Electrification and Energy** - working with partners across the public and private sectors to facilitate the expansion of both electric vehicles and infrastructure across Colorado.

FY21 OIM Accomplishments

OIM received \$9,900,000 in funds for FY21, which were allocated to projects across the three program areas. FY21 Accomplishments by program area are as follows:

**Mobility Services -**

- Projects in the Emerging Mobility category included follow-up work on the SB19-239 Emerging Mobility Impact Study and pre-NEPA and risk analysis efforts for Front Range Passenger Rail.
- Mobility Data Integration projects focused on initial efforts to launch the Connected Colorado project and phase 1 of the Transit Emissions Dashboard tool.
- Projects in the Strategic TDM area included development of Phases 1 and 2 of the state Transportation Demand Management (TDM) plan; launch of the CanDo Colorado telework grants to local governments and non-profits, support for traditional TDM activities including working with the TMOs/TMAs and supporting CDOT employee TDM. In addition, funds were used to support TDM priority areas identified through the 1601 process.

**Mobility Technology -**



- The Connected Vehicles projects focused on developing CDOT’s Connected Vehicle (CV) digital backend, which was the first deployment of the ITS-JPO Operational Data Environment (ODE) in the cloud along with procurement of the security system for CV infrastructure. CDOT’s CV environment resides entirely within CDOT’s internal system, enabling future integration to the data lake and advanced traveler management system.
- The Automated Vehicles projects focused on supporting CDOT’s original autonomous truck mounted attenuator (ATMA) and the testing and validation of a second ATMA for Region 5. The ATMA was also part of an award for a Work Zone Data Exchange grant, developed as a collaborative effort between several divisions within CDOT (Traffic Safety Engineering Branch, Intelligent Transportation Systems, and the Chief Data Office).

**Electrification and Energy**

- MHD Vehicle Electrification projects included OIM supporting the Colorado Clean Trucking Strategy and a forthcoming MHD analysis study. CDOT also received funding for two electric street sweepers and established tracking of CDOT hybrid bucket trucks.
- Charging Infrastructure projects included continued support for grants to close gaps in EV charging corridors and award of over \$1.3M in grants to sites along scenic byways, parks, and rural tourist destinations, along with developing EV charging guidance for CDOT mobility hubs.
- Transit Electrification projects included awarding \$5.6M in VW settlement program grants for zero emission buses. The program has also taken initial steps toward developing the Transit ZEV roadmap.
- Workforce Development projects contributed EV materials to CDOT new hire traffic incident management training and established online training offerings for TIM teams. OIM is also coordinating with CDLE and partners on future workforce development support opportunities.

FY22 OIM Budget Proposal

The total funds approved for OIM projects in FY22 is \$10,150,000 and we are requesting that funds be distributed among the three program areas as follows:

Program Area	Projects Included	FY21 Budget Request
Mobility Services	Emerging Mobility, Mobility Data Integration, Strategic TDM	\$2,400,000
Mobility Technology	Autonomous Vehicles, CDOT Equipment Automation, Connected Vehicles	\$3,250,000
Electrification and Energy	Charging Infrastructure, Workforce Development, MHD Electrification, Transit Electrification, Educations & Outreach	\$4,500,000
	<b>OIM FY22 Budget Total</b>	<b>\$ 10,150,000</b>

Proposed projects within each program area include:

**Mobility Services**

- Projects within Emerging Mobility propose to focus on continued research into the impacts of transportation network companies and package delivery services including data collection, analysis and safety assessments. In addition, pilot projects are proposed for Non-Emergency Medical Transportation, micromobility and transit.



- Mobility Data Integration projects are requested to continue supporting the Connected Colorado digital trip planning and ticketing platform along with further development of the transit emissions dashboard and integration of new mobility data into CDOT platforms.
- Strategic TDM projects are proposed to focus on continuation of the CanDo Colorado telework grant program and support for 1601 and mobility hub TDM efforts, along with increased direct support for TMO/TMA groups who are poised to play an increasing role in 1601 efforts and potentially need to support employer trip reduction rules under discussion at the AQCC. In addition, a freight TDM analysis project is proposed to evaluate opportunities for improving freight movement.

### **Mobility Technology**

- Automated Vehicles projects are requested to continue supporting CDOT equipment automation (continued support to the ATMA program and explore installation of advanced technology on a Bustang vehicle and a smaller transit vehicle), along with updating strategy roadmap documents.
- Connected Vehicle projects are requested to continue expanding the physical and digital infrastructure, along with evaluating CV data for further integration into CDOT's systems.

### **Electrification and Energy**

- Charging Infrastructure projects are requesting to utilize existing CEO grant programs to address specific charging gaps (Multi-Family Housing, TNCs, Scenic Byways, Freight hubs, etc.)
- Workforce Development projects would aim to provide funds in support of the recommended outcomes for vocational education and workforce training from the CEO Medium and Heavy Duty vehicle analysis study
- MHD Electrification funds are requested to support fleet turnover and recommended outcomes from the MHD vehicle analysis study and the Colorado Clean Trucking Strategy
- Transit Electrification funds are requested to support transit ZEV planning, fleet turnover, planning grants, development of a draft guidebook for transit electrification and providing education opportunities at CASTA conferences, along with exploring innovative financing options
- Education and Outreach project funds are requested to continue supporting public education, engagement, outreach, and marketing support for adoption of electric vehicles statewide in partnership with other state agencies and stakeholders, including utilities, auto dealers, OEMs, and local governments.

**Next Steps:** The FY22 OIM budget approval will be included in the Budget Supplement at the May 2021 Commission meeting.

**Attachments:** Attachment A - April FY22 OIM Budget Workshop Presentation





**COLORADO**

Department of Transportation

# Office of Innovative Mobility Budget Request Colorado Transportation Commission

Wednesday, April 14, 2021 Workshop [Page 60 of 289](#)



# Office of Innovative Mobility

*Reduce pollution in our air and congestion on our roads by expanding multimodal transportation options, utilizing traditional and emerging mobility technologies.*



Transit & Rail



Mobility Services



Mobility Technology

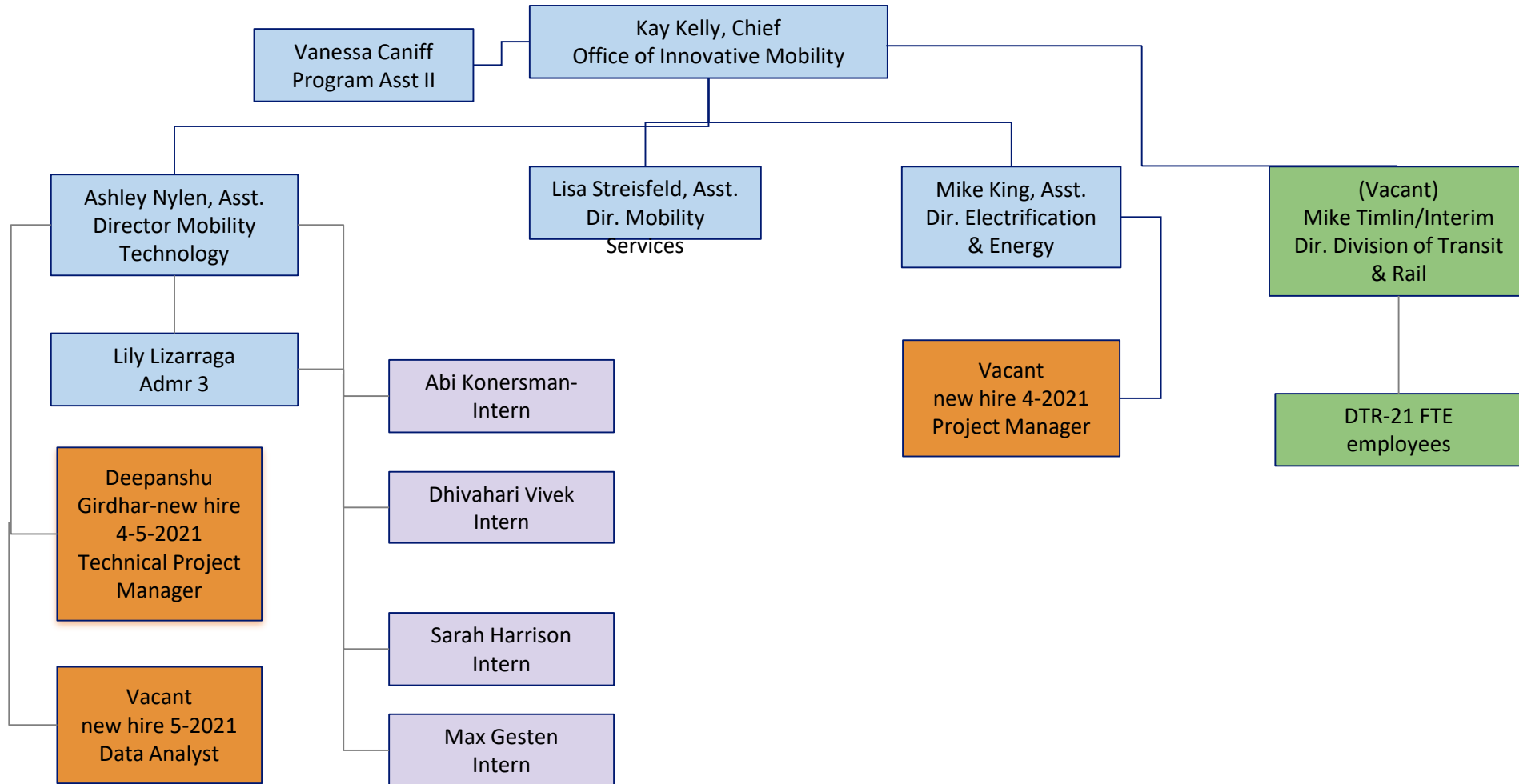


Electrification



# Staffing Updates for OIM

## OIM Staffing Chart for March 2021







# OIM Support to CDOT and other State Agencies

- PITCH Process with Div. of Maintenance and Operations
- Enterprise data strategy and management on the EDMAC
- Coordination with CDOT DTD Research Branch
- INRIX Data Analysis for SMART 25 Project in Region 1
- Technical Support for Front Range Passenger Rail (Risk Analysis and Mitigation, Purpose and Need, pre-NEPA Activities)
- DTR and CASTA Assistance: Electrification Funding Distribution to Transit Agencies statewide
- EV Equity Study, MHD Strategy with Colorado Energy Office
- eBike Pilot Program with Colorado Energy Office
- Transportation-support to State GHG Roadmap and Interagency Climate Working Group





# FY21 OIM Project Review



# Mobility Technology FY21 Accomplishments

*The Mobility Technology program focuses on guiding Colorado's strategy and policy on connected, automated, and emerging transportation technologies.*

## Connected Vehicles

CDOT's implementation divided main.py into three Cloud Functions, and the GCP\_cloud\_functions directory contains the files necessary for each GCP Cloud Function set-up. For instance, the GCP\_cloud\_functions/rsu-to-raw-ingest folder contains every file needed to set up and deploy the rsu-to-raw-ingest Cloud Function (which will pull new data from the RSU and send it to the data bucket containing the raw ingest). Additionally, the config.py file contains the storage/container identifiers used in each Cloud Function, and must be included in each individual Cloud Function deployment.

CDOT's Cloud Function set-up refactors main.py into three Cloud Functions:

- rsu-to-raw-ingest** function: retrieves the raw data ingest from the RSU(s) and sends it to the designated data bucket in the GCS which stores the raw ingest. This function is triggered by a Pub/Sub topic receiving timely messages from the Cloud Scheduler. For instance, the Cloud Scheduler may publish a message to this Pub/Sub topic every five minutes, triggering the Cloud Function to pull from the RSU and send to the designated data bucket every five minutes.
- raw-to-data-lake** function: retrieves new uploads from the data ingest bucket and "checks" its cleanliness before sending approved, "clean" data to the designated "data lake" storage bucket in the GCS. This function is triggered by any new data upload to the data ingest storage bucket.
- lake-to-data-warehouse** function: retrieves new uploads from the data lake bucket and publishes this data to a short-term "data warehouse" Pub/Sub thread as a byte string. This function is triggered by any new data upload to the data lake storage bucket.

**Diagram of Preliminary Cloud Function Set-Up in the GCS**

The following diagram details the current GCS set-up of the Cloud Functions (including triggers), the required storage buckets and Pub/Sub topics, and the scheduler.

```

    graph LR
      CS[Cloud Scheduler: transfer_job] -- "every x minutes, message published to" --> P[Pub/Sub Topic: transfer_pubsub]
      P -- "triggers (Pub/Sub)" --> F[GC Function: rsu-to-raw-ingest]
      F -- "pulls data from" --> B[BUCKET]
      F -- "subscribed/listens to" --> P
  
```

- Internally developed CV ecosystem
- Development and test environments of CDOT's CV digital backend in CDOT cloud resources (first deployment of the ITS-JPO ODE in the cloud!)
- Partnering with the USDOT Turner Fairbanks team on program backlog - sharing work plan needs (mutual benefit)
- Security system procured for CV infrastructure
- Invited to serve on two in several NCHRP research studies as a stakeholder supporting automated and connected vehicle research. CDOT is serving as the Chair on one panel.

## Automated Vehicles

- Award of a Work Zone Data Exchange grant - featuring CDOT's autonomous truck mounted attenuator - development of the data feed for Colorado work zone data
- Supporting testing and deployment of CDOT's second ATMA in southwestern Colorado

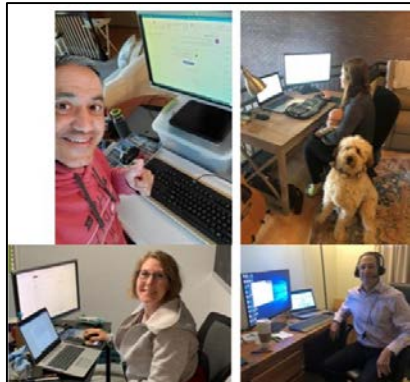
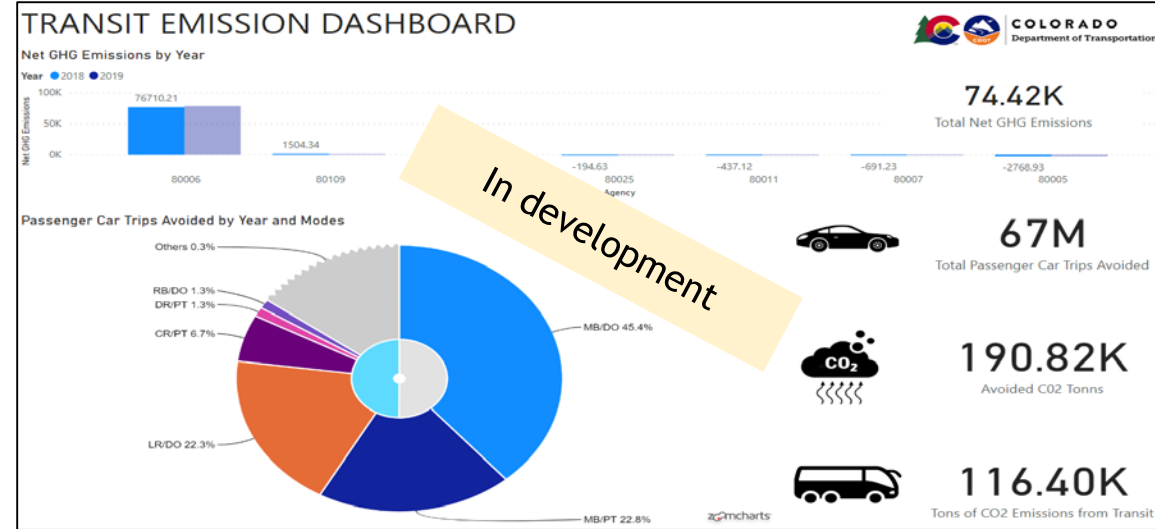


- Participation in several national efforts. Nominated and serving as the Chair of the Partners for Automated Vehicle Education (PAVE)



# Mobility Services FY21 Accomplishments

- **Emerging Mobility**
  - Emerging Mobility Impact Study and follow up research (TNC/DNC, package delivery, carshare, micromobility)
  - Pre-NEPA Work and Risk Analysis for Front Range Passenger Rail
- **Mobility Data Integration**
  - Connected Colorado
  - Phase 1 Transit Emissions Dashboard
- **Strategic Transportation Demand Management (TDM)**
  - State TDM Plan Phases 1 and 2
  - Support to TMOs
  - Employee TDM
  - Support for TDM Priority Areas: 1601 Process and TDM
  - CanDo Telework Grant (local gov'ts and non-profits)
    - e.g. Club Z Tutoring Services



**CONNECTED COLORADO**

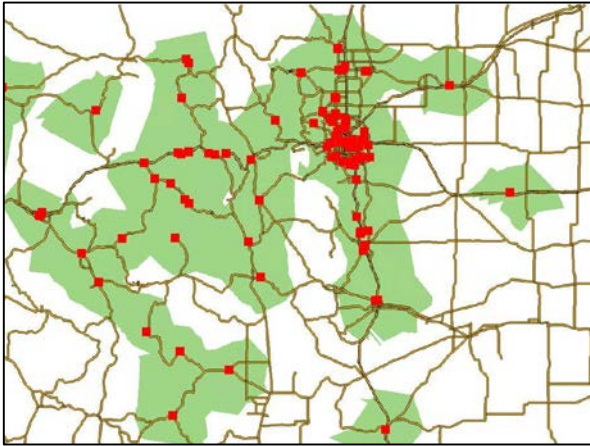
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# Electrification & Energy FY21 Accomplishments



- Awarded \$5.6 million in Settlement Program grants for zero-emission buses; developing Transit ZEV Roadmap to achieve statewide goals; supporting FTA 5339(c) grant applicants.
- Developing a Clean Trucking Strategy to achieve MHD electrification goals; received funding award for two CDOT e-sweepers; established tracking of CDOT hybrid bucket trucks.
- Awarded over \$1.3 million in EV charging grants to sites along scenic byways, parks, and rural tourist destinations; developed EV charging guidance and pathway for CDOT mobility hubs.
- Contributed EV materials to CDOT new hire traffic incident management training; establishing online training offerings for TIM teams; coordinating with CDLE and partners on future workforce development support opportunities.



# FY22 OIM Budget Request



# Mobility Technology - FY22

Program/Project	Project Description	FY22 Budget Request
Automated Vehicles	Update strategy for autonomous vehicle deployments in Colorado, including future of Autonomous Mobility Task Force, standards, and interoperability; CAV challenge, data templates, support innovative local AV deployments, support to the ATMA program.	\$250,000
Automated Vehicles	CDOT Equipment Automation (advanced driver assistance systems in CDOT transit vehicles)	\$1,500,000
Connected Vehicles	Connected vehicle physical and digital infrastructure expansion. Evaluation of CV data and further integration into CDOT's systems.	\$1,500,000
<b>Mobility Technology Subtotal</b>		<b>\$3,250,000</b>



# Mobility Services - FY22

Program	Projects	FY22 Budget Request
Emerging Mobility	<ul style="list-style-type: none"> <li>Program Development Transportation Impacts of TNC, DNC &amp; Package Delivery) Marketing, Data Collection &amp; Analytics, Safety Assessment</li> <li>Emerging Mobility Projects: Non Emergency Medical Transportation, Micromobility, and Innovative Transit Deployment</li> </ul>	\$250,000
Mobility Data Integration	<ul style="list-style-type: none"> <li>Connected Colorado: digital transit trip planning and ticketing platform</li> <li>Data acquisition &amp; integration into CDOT platforms: transit emissions dashboard, micromobility, TNC, DNC, parking information</li> </ul>	\$ 975,000
Strategic TDM	<ul style="list-style-type: none"> <li>Construction and Freight/Truck Transport TDM Support</li> <li>Can Do Remote/Telework Grants</li> <li>1601 Applications, Mobility Hubs, &amp; Strategic Corridors TDM Support</li> <li>TMO/TMA (Transportation Management Organization), Employer Trip Reduction Support*, and TDM Conference</li> </ul>	\$ 1,175,000
<b>Mobility Services Subtotal</b>		<b>\$ 2,400,000</b>

\*CDOT staff support will continue independent of the status of the rule-making process for the Employer Based Trip Reduction legislation





# Electrification & Energy - FY22

Program/Project	Project Description	FY22 Budget Request
Charging Infrastructure	Utilize existing CEO grant programs to address specific charging gaps (Multi-Family Housing, TNCs, Scenic Byways, Freight hubs, etc.)	\$ 1,500,000
Workforce Development	Provide funds to support recommended outcomes for vocational education and workforce training from the CEO Medium and Heavy Duty vehicle analysis study	\$ 500,000
MHD Electrification	Provide funds to support fleet turnover and recommended outcomes from the MHD vehicle analysis study and the Colorado Clean Trucking Strategy	\$ 500,000
Transit Electrification	Statewide transit ZEV planning; Support fleet turnover; planning grants; draft guidebook for transit electrification; utilize CASTA conferences for education opportunities; explore innovative financing options	\$ 1,500,000
Education & Outreach	Support public education, engagement, outreach, and marketing support for adoption of electric vehicles statewide; in partnership with other state agencies and stakeholders, including utilities, auto dealers, OEMs, and local governments.	\$ 500,000
<b>Electrification and Energy Subtotal</b>		<b>\$4,500,000</b>



# FY22 Budget Request

Program Area	Projects Included	FY21 Budget Request
Mobility Services	Emerging Mobility, Mobility Data Integration, Strategic TDM	\$2,400,000
Mobility Technology	Autonomous Vehicles, CDOT Equipment Automation, Connected Vehicles	\$3,250,000
Electrification and Energy	Charging Infrastructure, Workforce Development, MHD Electrification, Transit Electrification, Educations & Outreach	\$4,500,000
<b>OIM FY22 Budget Total</b>		<b>\$ 10,150,000</b>



**COLORADO**

Department of Transportation

# Questions/Discussion





**DATE:** April 14, 2021  
**TO:** Transportation Commission  
**FROM:** Rebecca White, Director, Division of Transportation Development  
Kay Kelly, Director, Office of Innovative Mobility  
**SUBJECT:** Senate Bill 267 Year 3 Project Options

#### Purpose

In February, staff provided a recap of the Senate Bill 17-267 (SB 267), Senate Bill 18-001 (SB 1), Senate Bill 19-262 (SB 262) funding decisions and fluctuations, and projects funded to date in Years 1 and 2 along with federal stimulus funding. In March, staff presented SB 267 Year 3 Project Options (Highway + Transit) focused on bringing us closer to our regional equity goals. The Year 3 project options assumed a funding scenario of approximately \$500 million.

This memorandum builds onto the information presented over the last two months to provide summary statistics about what the delivery of Year 3 projects will accomplish for the state. An update on Burnham Yard will also be part of this briefing.

#### Action

No action is required.

#### Background

In November 2019, the TC approved a \$1.6 billion list of highway projects for funding in FYs 2020-2022. This funding supplemented previous projects approved by the TC in November 2017 and July 2018 for FYs 18-19 Senate Bill funding and reflected the expected issuance of SB267 funding through FY22. In December 2019, the TC approved a strategic transit capital projects list totaling \$192 million. This transit list was expanded in March, April, and August 2020 when thirteen additional transit projects were identified and authorized by the TC.

Due to COVID-19's impact on the state's economy, CDOT had to scale back or defer some projects. These discussions were held with the TC beginning in the spring/summer of 2020, and concluded with add back funding scenarios. Financial circumstances changed again in late 2020 as Congress allocated stimulus funding to transportation and in January of 2021 the TC met to allocate approximately \$134M in new funding.

The constant throughout these fluctuations has been our steady delivery of the 10-year plan while maintaining regional equity and getting projects out the door to help the economy.

#### Details

At the March meeting, CDOT staff presented project proposals for SB 267 Year 3 funds. The proposals remain consistent with the 10-Year Plan strategic pipeline of projects and "add back" projects previously approved by the Transportation Commission that were postponed. Since the exact Year 3 dollar amount is uncertain, staff has assumed a ~\$500 million year 3 funding scenario for highway projects and a ~\$50M funding scenario for transit projects.

The presentation this month provides summary statistics about what the delivery of Year 3 projects will accomplish for the state. Also included as part of this briefing is an update on Burnham Yard.

### Timeline and Next Steps

April:

- Statewide Transportation Advisory Committee
- Transit and Rail Advisory Committee
- Transportation Commission Workshop

Once the final SB 267 Year 3 amount including premium is finalized, staff will come back with any adjustments, including the opportunity to add projects.

### Attachments

SB 267 Year 3 Presentation  
Burnham Yard Update



**SB 267 Year 3  
April 2021**



In February, staff provided a recap of the Senate Bill 267 funding decisions and fluctuations, and projects funded to date in Years 1-2 + stimulus.

In March, staff presented SB 267 Year 3 Project Options (Highway + Transit) focused on bringing us closer to our regional equity goals. The Year 3 project options assumed a funding scenario of approximately \$500 million.

This presentation will summarize roll up statistics and information about what the delivery of Year 3 projects will accomplish for the state, and conclude with an update on Burnham Yard.



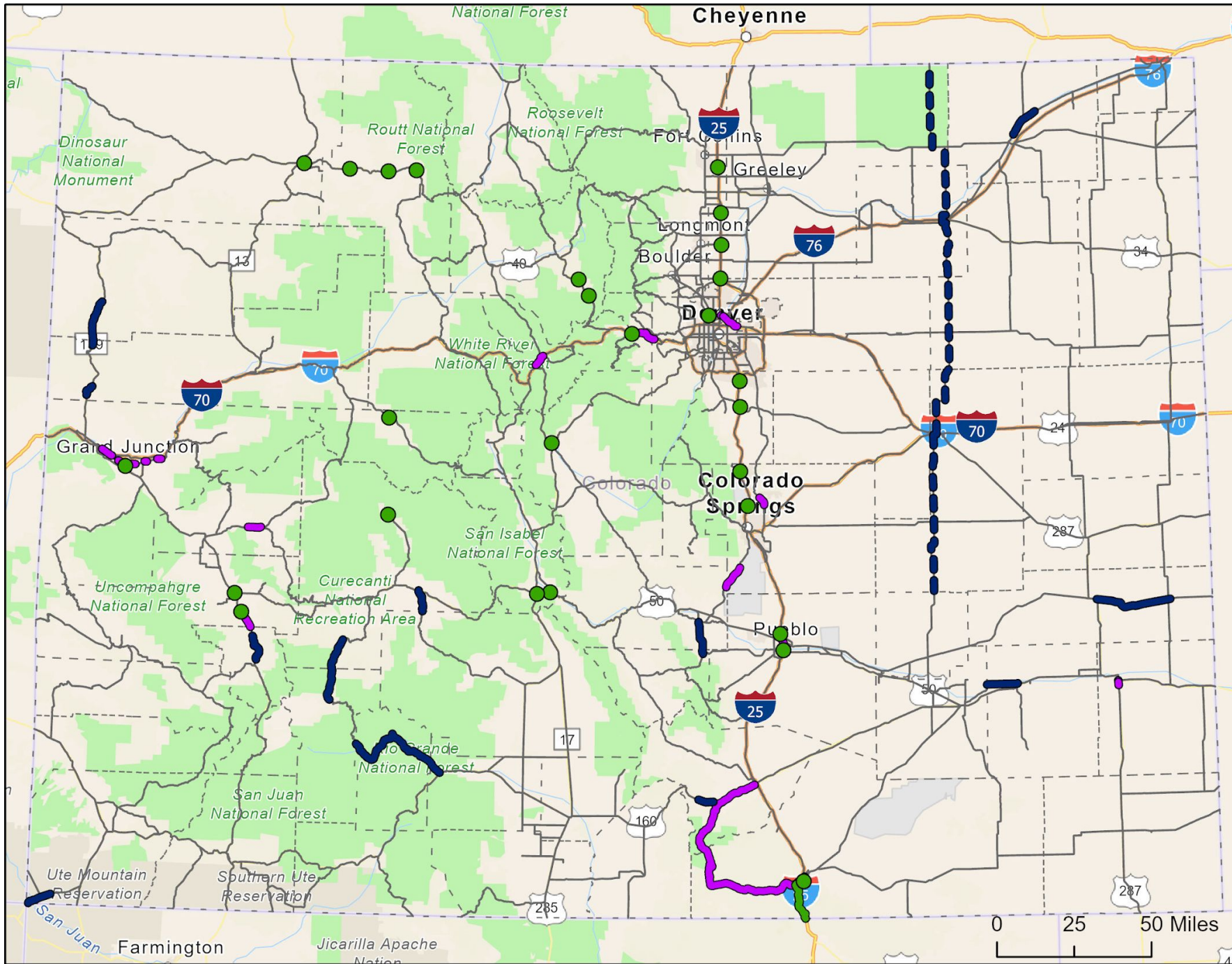
# SB 267 Year 3 Summary Stats

## Year 3:

- Assumes ~\$500M for Highway and ~\$50M for Transit projects
- 51 projects are being proposed
  - 18 Highway Capital Projects
  - 20 Transit Capital Projects
  - 13 Rural Paving Projects
    - This represents 100+ rural miles paved
  - ~\$28M for Highway and Transit project preconstruction. This will allow CDOT to deliver our Year 4 project commitments quickly once Year 4 funding becomes available, plus stand ready to move forward with projects in Years 5-10 should additional funding become available.



# Year 3 Projects Map



**Note: Dotted blue line indicates rural paving improvements will be targeted on the corridor pending further scoping.**

- Capital
- Rural Paving
- Transit



# Summary Stats Years 1-3

- 100+ projects advanced from 10-Year Plan (includes proposed Year 3 projects)
  - 44 Highway (9 are complete or under construction)
  - 39 Transit (4 are complete or under construction)
  - 29 Rural Paving (10 are complete or under construction)
- Every corner of the state has been enhanced with the rural pavement program.
  - At least 580 miles of rural Colorado roads on the state highway system have been improved over the course of 2020.
- Mobility Hubs Program Progress
  - 4 Completed
  - 2 in Construction
  - 7 in Planning & Design
  - 7 more planned but not yet started





# Allocation Targets

Allocation Guidelines		Are we meeting the target?
Senate Bill Requirements	25% of funds must be spent in counties with fewer than 50,000 residents	✓
	10% of funds must be spent on transit projects	✓
TC Guidance	75% of funds directed to urban and rural interstate projects, 25% of fund directed to rural pavement projects, with 50% of the total investment to include elements of surface treatment and bridge asset management.	✓



# Equity Targets - Highway

- Ensuring regional equity over the 4-year SB267 funding horizon has been a guiding principle as dollars have come in and expected allocations have changed.
  - New stimulus funding has, to date, been held separate from these calculations.

4-Year Equity Target	
Region	Region %
1	34.23%
2	18.97%
3	15.07%
4	23.87%
5	7.86%
<b>TOTAL</b>	<b>100%</b>

Equity Thru Year 3	
Region	Region %
1	33.47%
2	18.68%
3	14.84%
4	25.27%
5	7.74%
<b>TOTAL</b>	<b>100%</b>



# Equity Targets - Transit

- The approved 4-Year Equity Target is based on the Multimodal Options Fund formula and adjusted for Urban/Rural equity.

4-Year Equity Target	
Region	Region %
1	44.33%
2	17.04%
3	12.84%
4	21.20%
5	4.59%
<b>TOTAL</b>	<b>100%</b>

Equity Thru Year 3	
Region	Region %
1	42.73%
2	14.38%
3	16.45%
4	21.27%
5	5.17%
<b>TOTAL</b>	<b>100%</b>



# Project clarifications from the March Presentation

- Highway Preconstruction - Dollar amounts for highway preconstruction requests for Years 5-10 projects remain the same and the regions are collaborating with planning partners to determine which projects from Years 5-10 are best suited to receive preconstruction dollars as funding allows.
- Lone Tree Mobility Hub - Funding will be dependent on alternative selected and partnership funding, anticipated at \$8 M.



# What's left to accomplish

- We don't know yet the final Year 3 amount, including premium. Once that amount is finalized, we will come back with any adjustments, including the opportunity to add projects.
- Of the original projects approved by the TC for funding in Years 1-4, the following represents what remains for Year 4 (assuming Year 3 amounts come in as anticipated):
  - 12 highway capital projects
  - 11 rural paving projects
  - 10 transit projects
- Staff will present project options for Year 4 funding once we get closer to the issuance of Year 4 SB 267 funds.
- We also have six years of work left in the 10-Year Plan. Given the new funding opportunities on the horizon, staff will continue to advance projects as funding becomes available.



# Project Pipeline

## PROJECT PIPELINE MARCH 2021



### SOUTHWEST PROJECTS

	Project Type	Planning Project ID	Proposed Funding	Funded YRS 1-2	Proposed for YR 3 Funding	Proposed for YR 4 Funding	Unfunded YRS 5-10
<b>Highway &amp; Transit – Region 5</b>							
US 24	H	2039	\$8 M				✓
US 50	H	0073	\$3.9 M			✓	
	H	2456	\$2 M				✓
US 160	H	0075	\$7.37 M	✓			
	H	2038	\$8.8 M				✓
	T	1309	\$2.8 M				✓
	H	1303	\$3.56 M				✓
	H	1334	\$34.53 M				✓
	H	2091	\$5 M				✓
	H	2092	\$300 K				✓
	H	1315	\$6.5 M				✓
	T	1326	\$1.35 M				✓
	T	2523	\$2.69 M				✓
	H	2089	\$2.88 M				✓
	H	2061	\$3 M				✓
	H	2087	\$1.5 M				✓
US 145	T	2493	\$400 K	✓			
US 285	T	1319	\$500 K	✓			
	T	2492	\$250 K	✓			
	H	1051	\$33.68 M				✓
	H	2069	\$750 K				✓
US 550	H	0074	\$7.9 M	✓			
	H	0085	\$1.85 M			✓	
	H	1133	\$30.57 M				✓

**NEW!** Staff is working on a new format for the project tables in the Vision Doc to better show funding status of projects. New format also no longer separates out highway from transit projects. Both highway and transit needs will be organized together by corridor.





# Project Lists from March Presentation

- The following slides contain the project lists from the March presentation as a reference.



# SB Year 3 Project Options

## Region 1

Project		Year 3 Request	Project Type	Pipeline Year	Planning Project ID
<b>Highway and Transit - Region 1</b>					
I-70	I-70 West: Floyd Hill (pkg 0 and pkg1)	\$135,000,000	Capital	1-4	0004
	I-70 Corridor - West Metro Bridges (Ward Rd)	\$33,400,000	Capital	1-4	0087
	Idaho Springs Mobility Hub	\$4,130,000	Transit Capital	1-4	2716
I-25	Lone Tree Mobility Hub	\$8,000,000*	Transit Capital	1-4	2744
	I-25 and SH 7 Interchange Mobility Hub	\$1,500,000	Transit Preconstruction	5-10	2694
	Castle Rock Mobility Hub	\$300,000	Transit Preconstruction	1-4	2714
I-270	I-270: Improvements and Congestion Relief from I-76 to I-70	\$30,000,000	Capital	1-4	0002

\*Dependent upon alternative selected and partnership funding



# SB Year 3 Project Options

## Region 1

Project	Year 3 Request	Project Type	Pipeline Year	Planning Project ID	
Highway and Transit - Region 1					
Non Corridor Specific	Bustang Fleet Purchases	\$3,175,000	Transit Capital	1-4	2718
	Bustang Heavy Maintenance Facility	\$500,000	Transit Preconstruction	1-4	2715
	Years 5-10 Preconstruction (Projects receiving precon funding may include next West Metro Bridge(s), Kings Valley, Bottleneck, Kinney Run Wildlife, US 85 Dan to Mead, I-70 escape ramps, I-25@SH7 (Interim Transit), I-70 Vasquez @ 60th, Multiple Grade Sep Trails, I-70 Climbing Lane, EJMT Maintenance as funding allows.)	\$19,000,000	Preconstruction	5-10	Multiple



# SB Year 3 Project Options

## Region 2

Project		Year 3 Request	Project Type	Pipeline Year	Planning Project ID
<b>Highway and Transit - Region 2</b>					
<b>I-25</b>	I-25 Through Pueblo New Freeway	\$12,000,000	Capital	1-4	0014
	I-25 Raton Pass Phase 2- Other Safety Improvements & New State Park Access	\$1,000,000	Capital	1-4	0013
	Dillon Drive Interchange - Frontage Road Round-a-bout	\$1,500,000	Capital	5-10	2565
	North Pueblo Mobility Hub	\$3,900,000	Transit Capital	1-4	2723
	South Central Storage and Maintenance Facility	\$1,730,000	Transit Capital	1-4	1270
	Southwest Chief Track Improvements - CRISI Grant Match	\$1,000,000	Transit Capital	1-4	2734
	Woodmen Road Mobility Hub	\$600,000	Transit Preconstruction	1-4	2720
	Monument Park-n-Ride	\$100,000	Transit Preconstruction	1-4	2721



# SB Year 3 Project Options

## Region 2

Project	Year 3 Request	Project Type	Pipeline Year	Planning Project ID	
<b>Highway and Transit - Region 2</b>					
SH 21	SH 21 and Research Parkway Interchange	\$19,500,000	Capital	1-4	0011
SH 115	SH 115 - Safety and Paving improvements from MM 20-39	\$42,000,000	Capital	1-4	0018
US 287	US 287 (Park Street South) - Lamar Downtown PCCP (Phase 2)	\$13,000,000	Capital	1-4	0010
SH 12	SH 12 PEL Implementation- Shoulder Widening (Southern Mountain Loop Trail)	\$4,000,000	Capital	5-10	1039
US 285	Fairplay Mobility Hub	\$500,000	Transit Preconstruction	1-4	1084
Non Corridor Specific	Pueblo Administrative and Maintenance Facility - 5339(b) Grant Match and additional funds (Relocation and construction of facility for Pueblo Transit. Also for use by Bustang/Outrider and SRDA.)	\$2,180,000	Transit Capital	N/A	N/A
	Colorado Springs Downtown Transit Center	\$1,500,000	Transit Capital	1-4	2719
	TBD: Region 2 will continue to consider final project needs pending final premium amounts.	\$10,000,000		1-4; 5-10	



# SB Year 3 Project Options

## Region 2

Project	Year 3 Request	Project Type	Pipeline Year
Rural Paving - Region 2			
SH 96 near Eads to Sheridan Lake	\$21,412,500	Rural Paving	1-4
SH 194A Surface Treatment and Drainage Improvements	\$5,982,225	Rural Paving	1-4
SH 67 from SH 96 to Florence	\$5,775,000	Rural Paving	1-4
SH 160 from SH 12 to La Veta Pass	\$9,902,126	Rural Paving	1-4



# SB Year 3 Project Options

## Region 3

Project	Year 3 Request	Project Type	Pipeline Year	Planning Project ID	
<b>Highway and Transit - Region 3</b>					
I-70	I-70B East of 1st to 15th Street	\$7,885,938	Capital	1-4	0041
	I-70 Auxiliary Lane East Frisco to Silverthorne	\$25,000,000	Capital	1-4	0043
I-70 B	Grand Junction Mobility Hub (Grant application and preconstruction for a mobility hub in downtown Grand Junction)	\$500,000	Transit Preconstruction	N/A	N/A
SH 92	SH 92 Rogers Mesa to Hotchkiss	\$7,000,000	Capital	1-4	0039
US 550	US 550 Montrose to Ouray County Line Safety Improvements	\$5,250,000	Capital	1-4	0032
US 50	Intersection Improvements at US 50/550	\$250,000	Capital	1-4	0040
US 6	US 6 Fruita to Palisade Safety Improvements - 20 Road Intersection Road	\$6,400,000	Capital	1-4	0031
	US 6 Fruita to Palisade Safety Improvements - Clifton Roundabout	\$16,450,000	Capital	1-4	0031
	US 6 Clifton to Palisade Safety Study	\$1,500,000	Capital	1-4	0031



# SB Year 3 Project Options

## Region 3

Project	Year 3 Request	Project Type	Pipeline Year	Planning Project ID	
Highway and Transit - Region 3					
SH 135	Gunnison Valley RTA Storage Facility (Previously known as Crested Butte Storage Facility)	\$900,000	Transit Capital	1-4	1110
Non Corridor Specific	Snowmass Transit Center	\$4,500,000	Transit Capital	5-10	1231
	Montrose Multimodal Transit Facility (All Points Transit) (Multimodal center in Montrose serving All Points Transit, San Miguel Authority for Regional Transportation, and Outrider. Funds were repurposed from Western Slope Storage and Maintenance Facility project.)	\$2,985,000	Transit Capital	1-4	N/A
	Region 3 Outrider Storage in Montrose (Storage for 2 to 4 Outrider buses in a Region 3 Maintenance Yard. Funds were repurposed from Western Slope Storage and Maintenance Facility project.)	\$500,000	Transit Capital	1-4	N/A
	Outrider Improvements at Steamboat Springs, Milner, Hayden and Craig	\$320,000	Transit Capital	5-10	1032
	Outrider Improvements at Winter Park and Tabernash	\$160,000	Transit Capital	5-10	1032





# SB Year 3 Project Options

## Region 3

Project	Year 3 Request	Project Type	Pipeline Year
<b>Rural Paving - Region 3</b>			
SH 114 Parlin West & CO 114 Resurfacing and Shoulders	\$4,200,000	Rural Paving	1-4
SH 139 Dinosaur Diamond	\$2,115,000	Rural Paving	1-4
SH 139 Douglas Pass North	\$8,305,000	Rural Paving	1-4
CO 149 Resurfacing and Shoulders North of Creede & SH 149 Lake City North	\$12,100,000	Rural Paving	1-4



# SB Year 3 Project Options

## Region 4

Project		Year 3 Request	Project Type	Pipeline Year	Planning Project ID
<b>Highway and Transit - Region 4</b>					
<b>I-25</b>	Firestone-Longmont Mobility Hub Access Improvements (Safety improvement. Full movement signalized intersection to allow for left turns out of the park-n-ride.)	\$2,000,000	Transit Capital	N/A	N/A
	Firestone-Longmont Mobility Hub - Phase 2 (ROW)	\$1,000,000	Transit Preconstruction	1-4	2732
	Berthoud Mobility Hub	\$1,000,000	Transit Capital	1-4	2729
	Centerra-Loveland Mobility Hub	\$500,000	Transit Capital	1-4	2742
	Harmony Park-n-Ride Expansion	\$500,000	Transit Preconstruction	1-4	2733
<b>Non Corridor Specific</b>	Preconstruction (Preconstruction will go to SH 71 Corridor Improvements & SH 385 Corridor Improvements & SH 119 Safety and Mobility Improvements)	\$1,500,000	Preconstruction	1-4 & 5-10	Multiple
	Bustang Fleet Purchases	\$625,000	Transit Capital	1-4	2736



# SB Year 3 Project Options

## Region 4

Project	Year 3 Request	Project Type	Pipeline Year
<b>Rural Paving - Region 4</b>			
SH 71 Corridor Improvements (Climbing Lanes)	\$6,000,000	Rural Paving	5-10
SH 138 Sterling North from MP 3.0 to MP 13.5	\$1,750,000	Rural Paving	1-4



# SB Year 3 Project Options

## Region 5

Project	Year 3 Request	Project Type	Pipeline Year	Planning Project ID	
Highway and Transit - Region 5					
US 50	Salida Transit Capital Improvements (Two bus stops on US 50 with safe pedestrian crossings and ADA walkway improvements)	\$920,000	Transit Capital	N/A	N/A
US 285	Poncha Springs Outrider Improvements (Improvements to an Outrider stop in Poncha Springs. Funds were repurposed from withdrawn Poncha Springs Welcome Center Improvements project.)	\$80,000	Transit Capital	1-4	1319
Non Corridor Specific	Preconstruction funding (Projects receiving precon funding include US 285 Safety and Mobility Improvements between Center and Saguache, US 160 Elmore's Corner East, Pagosa Springs Main Street Reconstruction and Multimodal Improvements, US 24 between Buena Vista and Granite Rural Paving, SH 17 West of Antonito Rural Paving, SH 151 between Ignacio and Arboles Rural Paving, and SH 172 between New Mexico to Ignacio as funding allows.)	\$1,778,300	Capital / Rural Paving Precon	5-10	Multiple



# SB Year 3 Project Options

## Region 5

Project	Year 3 Request	Project Type	Pipeline Year
<b>Rural Paving - Region 5</b>			
US 160 MP 0-8 Aztec Creek Resurfacing	\$14,000,000	Rural Paving	1-4
US 550 Billy Creek Resurfacing, Wildlife Underpass	\$3,700,000	Rural Paving	1-4
CO 149 Resurfacing and Shoulders North of Creede & SH 149 Lake City North	\$16,016,000	Rural Paving	1-4



**Date:** April 14, 2021  
**To:** High-Performance Transportation Enterprise Board / Colorado Transportation Commission  
**From:** Nick Farber, Director, HPTE  
**Subject:** Burnham Yard Acquisition Update

Purpose

The purpose of this memo is to describe the HPTE/CDOT acquisition of the Union Pacific Railroad (“UPRR”) Burnham Yard Property.

Action

No action at this time - information only. See below for when action is anticipated by the Board and Transportation Commission.

Background:

At the last discussion with the Transportation Commission (TC) and the HPTE Board, Commissioners and Directors expressed some concerns about moving forward with the purchase for the following reasons:

1. Ambiguity about project purpose and concern about moving forward absent clarity that the main purpose was to renovate I-25 and add a managed lane similar to other portions of I-25;
2. Taking too much risk, especially related to non-transportation elements of the project – including risks associated with the resale of future parcels;
3. CDOT/HPTE purchasing (or retaining possession during planning) of the whole property and not just the parcels that might be relevant to transportation;
4. Wariness of CDOT operating outside its scope of responsibility and venturing into vertical development;
5. The amount of money at play in the loan and opportunity cost relative to other projects that could be completed, e.g. several smaller mobility hubs.

Responsive to those concerns, CDOT/HPTE, at the Governor’s direction, are working with peer agencies to develop a clear bifurcation of risk and responsibilities associated with working in and around the area. The concept we are developing would ask other agencies, including at least the Colorado Office of Economic Development and International Trade (OEDIT) and the Colorado Department of Local Affairs (DOLA), to reimburse CDOT for half of the down payment, and then offset the risk to CDOT for the non-transportation portion of the property while also leading discussions about non-transportation topics such as housing and economic development. CDOT will then begin an environmental impact statement (EIS) of a proposed multimodal project combining managed lane infrastructure with a hub for current I-25 rapid transit and prospective future front range rail.

Also, the state has committed to continuing to work to find other funding sources they may use to either purchase parcels of the site from CDOT or to help repay debt obligations in a more expedited manner and to mitigate CDOT and HPTE’s risk on the loan. Given the influx of stimulus funds (federal and state) directed toward housing and economic development, this property presents a unique opportunity for the state to expand economic and housing opportunities for Denver and the metro region while also enhancing mobility options through expanded transit and possible front range rail.

**HIGH PERFORMANCE TRANSPORTATION**

**2829 W. Howard Place, Denver, Colorado 80204 | 303.757.9249 | FAX: 303.757.9179 |**



**Funding Plan:**

Here is the current plan for funding the acquisition of the property:

<u>Sources</u>			<u>Uses</u>		
HPTE Loan		\$40M	Purchase Price		\$50M
CDOT/OEDIT Funds		\$15M	Other Property Costs		\$5M
<b>Total</b>		<b>\$55M</b>	<b>Total Uses</b>		<b>\$55M</b>

HPTE will set aside approximately \$5 million to cover environmental, land use planning, and/or other costs to be spent during the next three to five years on improvements to the property, which would be expected to increase property value and facilitate a disposition to a developer. CDOT and HPTE anticipate retaining around 17 acres for future transportation use and will be working with the City and County of Denver and stakeholders on a two to three-year Small Area Plan to determine specific mobility needs and a purpose and need for other potential projects.

Originally, CDOT and HPTE envisioned using \$50 million of SB 267 highway funds to acquire the property, but when CDOT revenue declined severely in March and early April because of the COVID-19 pandemic, HPTE and the UPRR decided to pause the procurement of the project. In June 2020, HPTE approached the UPRR with a plan to acquire the property with an FRA Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant and a USDOT Railroad Rehabilitation and Improvement Financing (RRIF) loan. In September HPTE found out that it was unsuccessful in obtaining the CRISI grant, and notified the UPRR that it would pursue a 100 percent RRIF loan. Over the next two months, HPTE worked closely with the RRIF loan program, which ultimately came to the conclusion that the property acquisition was not eligible for RRIF loan financing in late December.

**Next Steps:**

HPTE will bring the Purchase and Sale Agreement to the Board for approval in May and bring the CDOT-HPTE Burnham Yard Intra-Agency Lease Agreement (IAA) to the Board and Transportation Commission for approval in May as well. HPTE will also seek approval for the financing from the Board in May and aims to reach financial close by the end of May. IAAs document the terms and conditions of CDOT and HPTE work together on shared projects. Because HPTE has more flexibility to both purchase property and to borrow funds, HPTE can act as a conduit for CDOT. HPTE anticipates that the updated CDOT-HPTE Burnham Yard IAA will outline CDOT’s payment structure to HPTE, which will improve the creditworthiness of the project.

CDOT and HPTE will also enter into negotiations on Intra-Agency Agreements (IGA) with other state agencies, such as OEDIT and DOLA, on up-front contributions in pre-paid lease payments or the defrayal of CDOT and HPTE’s risk on non-transportation related parcels. HPTE will bring the IGAs to the Board and Commission for approval near the time when funded is needed.

Over the next three to five years, HPTE and CDOT will:

- Initiate an EIS on I-25 to identify the exact right-of-way needed and for possible Express Lanes, needed mobility, and transit improvements.
- Work closely with the City and County of Denver on a Small Area Plan (two-and-a-half-year process).
- Engage a planning development consultant.

**HIGH PERFORMANCE TRANSPORTATION**



- Determine the extent of environmental remediation the state will participate in on the property and what can be left to a developer.
- Determine the exact amount of right-of-way needed for future transportation needs.
- Solicit the land for sale.
- Develop and execute a Purchase and Sale Agreement.
- Close on the property.
- Defeasement HPTE land acquisition-related debt.

Attachment

Attachment A: Burnham Yard Update PowerPoint presentation.





# Burnham Yard SB 267 Update



# About Burnham Yard



# About Burnham Yard

**Interstate 25** (I-25) through central Denver **is the busiest and most congested highway in the State of Colorado**, serving over a quarter million vehicles per day moving north-south along the Front Range through the heart of the Denver Metropolitan area. Successive studies have favored improvements between Alameda Avenue and US-6 that **require relocation of the Consolidated Main Line (CML), owned by the BNSF Railway in this area**. Shifting the CML to the Union Pacific Railroad (UPRR) track alignment and through Burnham Yard will benefit I-25 directly and enable many additional regionally transformative improvements.

The benefits of this property purchase enable significant investments and capital improvement construction projects, the work needed to build long-term economic prosperity in the Denver area with \$400+ million in investment possible, creating jobs in structural and track construction, grading, and associated skilled trades to build mainline rail and interstate infrastructure.

Through anticipated partnerships with Denver, RTD, and possibly developer interests, a vision to improve transportation for highway, rail, transit, and all other modes of travel would be realized.

# Property Benefits

## ROADWAY TRANSPORTATION AND SAFETY

- I-25 can become more efficient and safe with the potential addition of auxiliary lanes and braided ramps, eliminating congestion and crashes.
- Significant hazards to vehicle and pedestrians can be eliminated by removing the two most heavily traveled at-grade crossings in Colorado at Kalamath Street and Santa Fe Drive, which have caused 38 crashes, including two deaths.
- Local street network connections can be improved through consolidation of rail track crossings (RTD and heavy) at Alameda, 13th and others. East/West movement enhanced.
- RTD can add light rail system capacity through Burnham Yard, which is currently a system bottleneck, by adding two additional light rail tracks.
- Mode-shift opportunities for travelers will be possible at a Burnham Yard mobility hub, between RTD, BUSTANG, potential Front Range Rail, bicycle and other micro-mobility, and bus service into the Capitol and Civic Center areas.
- Pedestrian/bicycle connections through the Burnham Yard will reconnect neighborhoods to one another and to the South Platte River (and associated trails).
- Moving I-25 away from the S. Platte River will allow space for improvements to the South Platte River environment.
- Front Range Passenger Rail is feasible only if it serves the core of Denver, which can only be accomplished via Burnham Yard. Serving Denver's downtown generates the maximum potential ridership and vehicles removed from I-25.

# Current Property Acquisition Plan



HPTE Pays UP \$50 million for the property

\$7.5 million from SB 267 transit /  
\$7.5 million from OEDIT

HPTE and CDOT retain roughly 15  
acres for future mobility use

\$40 million from HPTE financing -  
Working with other state agencies  
to mitigate CDOT's loan risk

45 acres is sold or leased

# CDOT / HPTE Burnham Yard Intra-Agency Agreement

IAAs document the terms of how CDOT and HPTE work together on shared projects.

Because HPTE has more flexibility to both purchase property and to borrow funds, HPTE can act as a conduit for CDOT.

IAA will outline CDOT's payment structure to HPTE.

If outside financing is needed by HPTE, IAA is usually required by lenders as additional credit guarantee.



# Next Steps



## May 19-20, 2021:

- HPTE Board Approval of Purchase and Sale Agreement, Loan Financing
- HPTE Board/TC approve HPTE and CDOT IAA for purchase of Burnham Yard
- CDOT/HPTE enters into IGA with a state agency (OEDIT/DOLA/DPA) to mitigate CDOT's risk on the loan regarding non-transportation related parcels

## End of May 2021:

- Loan Closes and Property Purchased

## Once the Property is Purchased:

- CDOT initiates EIS to identify exact ROW needs for possible I-25 express lane, mobility and transit needs and railroad track relocation. (24-36 months)
- At same time, City of Denver launches a Small Area Plan (18-24 months). CDOT/HPTE will be highly involved in City of Denver process.
- Near end of both studies, begin process to procure master developer or sell unneeded property. Expect ~45 acres to be sold or leased.



# Questions?







**COLORADO**  
**Department of Transportation**  
Division of Transit & Rail

2829 W. Howard Place 4<sup>th</sup> Floor  
Denver, CO 80204

**DATE:** April 14, 2021  
**TO:** Transportation Commission  
**FROM:** Kay Kelly, Chief, Office of Innovative Mobility  
Sharon Terranova, Planning Manager, Division of Transit & Rail  
**SUBJECT:** Mobility Hub Program Overview

Purpose

The purpose of this memorandum is to provide an overview of CDOT's Mobility Hub Program.

Action

No action is required. The Division of Transit and Rail (DTR) is providing this overview to the Transportation Commission as information.

Background

The state legislature provided new transportation funding through Senate Bill 17-267 (SB 267). SB 267 provides \$192 million for strategic transit capital projects over four years beginning in FY 2019. CDOT, through its planning efforts, has identified multiple locations along the I-25 and I-70 corridors to construct mobility hubs to be funded by SB 267. These mobility hubs are included in CDOT's Statewide Transportation 10-Year Plan.

Details

In addition to the four completed mobility hubs currently served by Bustang, CDOT is planning, designing, and constructing additional mobility hubs over the course of the next 10 years. CDOT has developed a Mobility Hub Handbook that provides a framework to guide and implement these projects. In addition, it outlines the necessary components of the mobility hub area plans for each hub. The mobility hub area plans include the alternatives analysis and supporting research to select the preferred location and preliminary engineering concepts to develop the design and cost estimates. The Mobility Hub Program overview presentation includes additional details on the program and planning process.

Next Steps

May

DTR will present the Mobility Hub Program overview to the Statewide Transportation Advisory Committee and the Transit and Rail Advisory Committee.

Attachments

Presentation

[Mobility Hub Handbook - DRAFT](#)



**COLORADO**

Department of Transportation

# Mobility Hub Program

Transportation Commission Workshop  
April 14, 2021



# Mobility Hub Vision and Goals

**Vision Statement:** CDOT plans to re-envision the traditional park-and-ride transit locations into “Mobility Hubs”—transportation centers at select locations, which emphasize multimodal options, seamless mode to mode transitions, real-time passenger information, convenience, and opportunities to create higher intensity transit friendly development surrounding these hubs.



INCREASE TRANSIT  
RIDERSHIP  
AND MULTIMODAL  
OPTIONS

INCREASE SAFETY, TRAVEL  
TIME, RELIABILITY,  
ECONOMIC VITALITY,  
AND AIR QUALITY

DECREASE THE  
NUMBER OF VEHICLE  
MILES TRAVELED BY  
COLORADO RESIDENTS

DECREASE OR  
MITIGATE AIR  
POLLUTION ACROSS  
THE STATE

DECREASE OR MITIGATE  
GROWING CONGESTION  
ON CORRIDORS  
THROUGHOUT  
THE STATE



# Station Definitions and Characteristics

**Park-N-Rides:** Transit stops that allows drivers to leave their vehicles at a parking lot and take public transportation for the remainder of their trip. Park-and-rides do not typically have connections to other transit routes. Amenities at park-and-rides usually include a parking lot and a shelter.

**Transit Centers:** Locally owned and operated transit facilities that Bustang is stopping at but are not CDOT owned and operated. The local agencies have jurisdiction over the name and operations of the facility.

- Frisco Transit Center
- Pueblo Transit Center

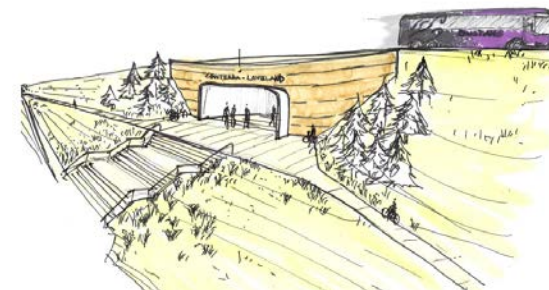
**Mobility Hubs:** Focal point in the transportation network that seamlessly integrates different types of modes of transportation, multimodal supportive infrastructure, and place-making strategies to create activity centers that maximize first- and last-mile connectivity.

- Connectivity to local transit, employment and housing



**Monument Park-and-Ride**

**Colorado Springs Transit Center Schematic**



**Centerra Loveland Mobility Hub Schematic**



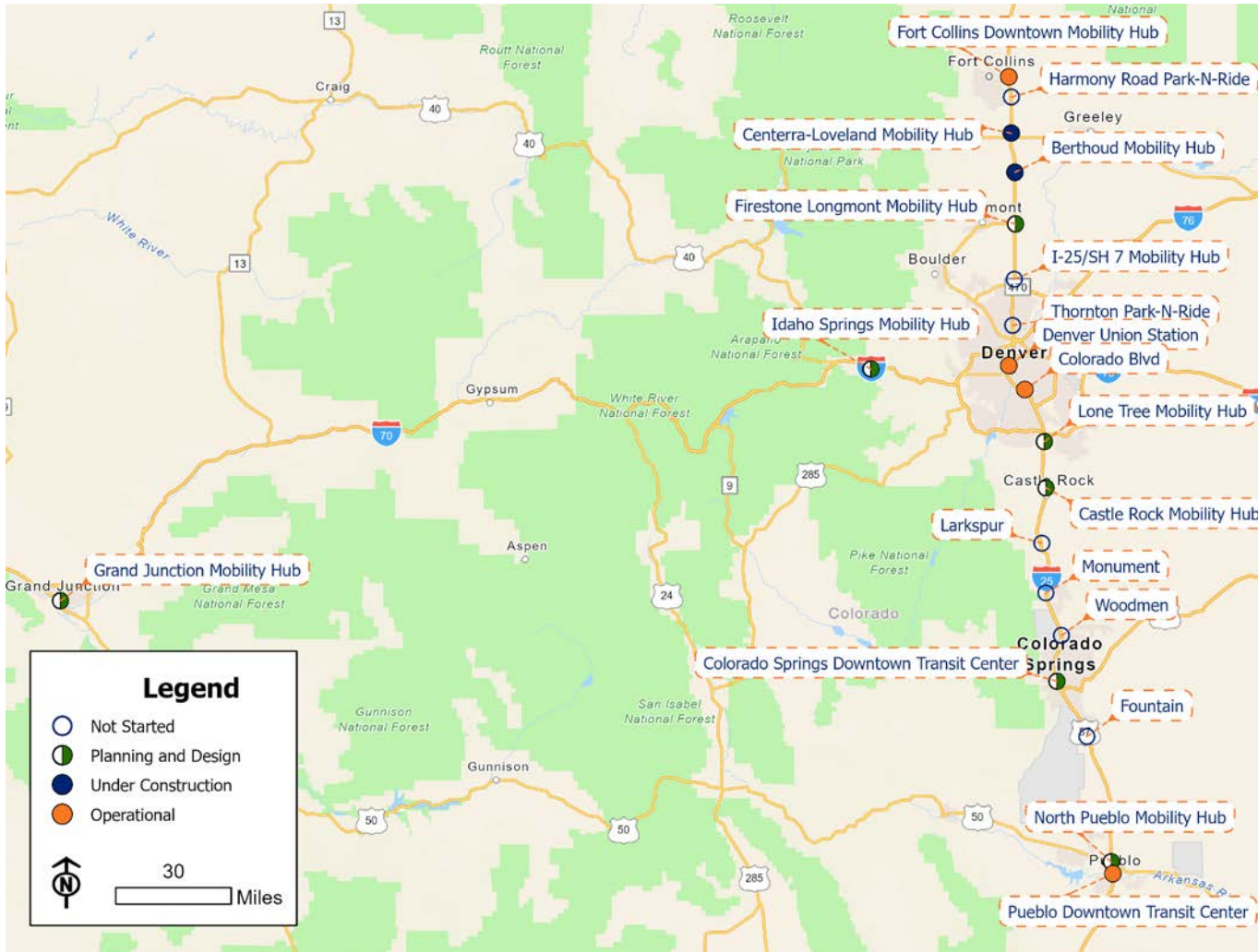
# Bustang History

- 2008 Intercity and Regional Bus Network plan developed
- 2009 DTR created by State Legislation
- 2011 North I-25 FEIS Express Bus Service
- 2014 Intercity and Regional Bus Network plan updated
- 2015 Bustang Interregional Express Bus Service began
- 2018 Outrider Rural Regional Bus Service began
- 2019 1st Mobility Hub approved for construction at Centerra Loveland





# Mobility Hub Program



## Planning and Design Not Started

1. Harmony Road Park-N-Ride
2. I-25/SH 7 Mobility Hub
3. Thornton Park-N-Ride
4. Larkspur
5. Monument
6. Woodmen
7. Fountain

## Planning and Design In Progress

1. Firestone Longmont Mobility Hub
2. Idaho Springs Mobility Hub
3. Lone Tree Mobility Hub
4. Castle Rock Mobility Hub
5. Colorado Springs Downtown Transit Center
6. North Pueblo Mobility Hub
7. Grand Junction Mobility Hub

## Under Construction

1. Centerra-Loveland Mobility Hub
2. Berthoud Mobility Hub

## Completed

1. Fort Collins Downtown Mobility Hub
2. Denver Union Station
3. Colorado Blvd
4. Pueblo Downtown Transit Center

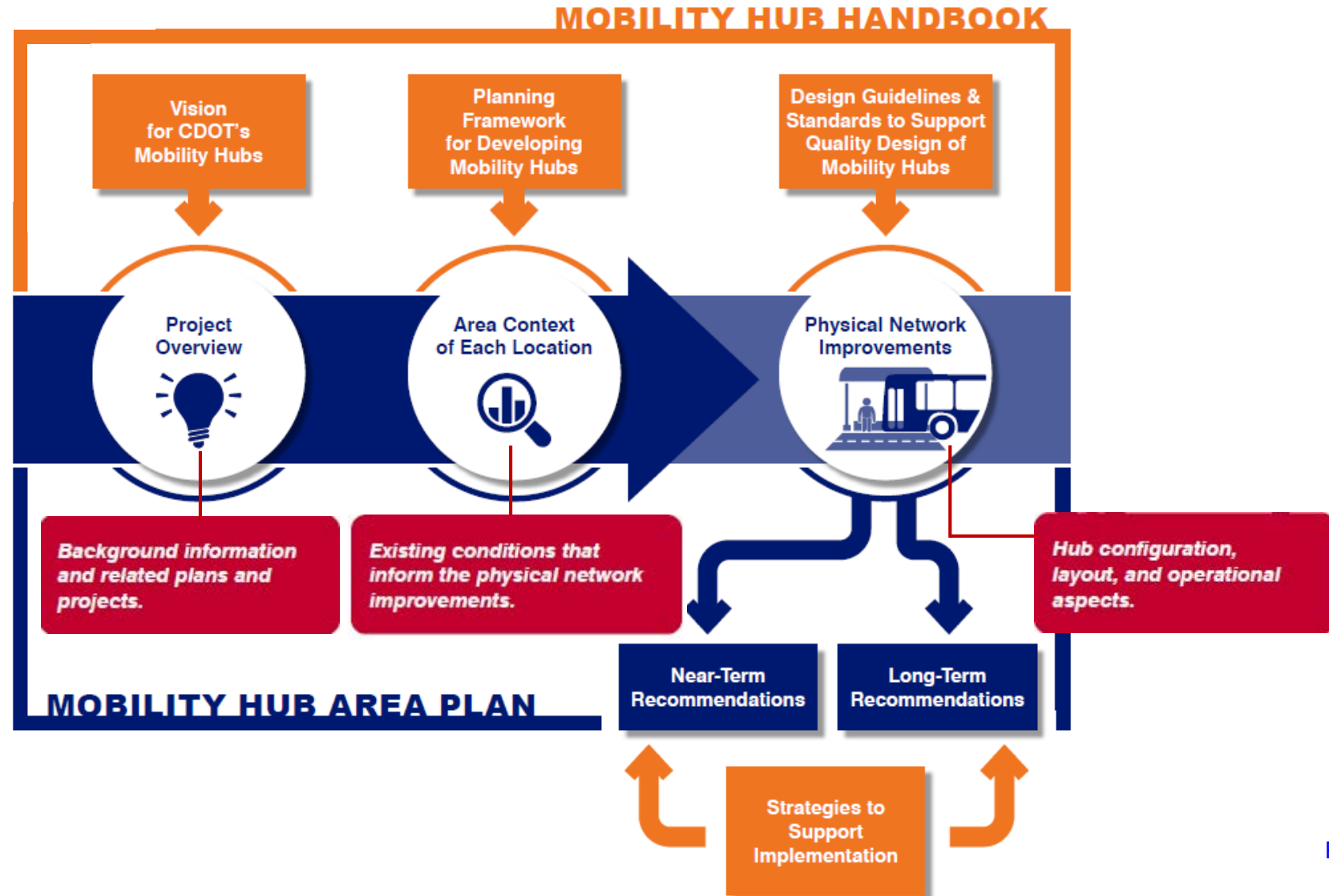


# Project Selection Process





# Mobility Hub Planning Process







# Mobility Hub Location Criteria & Metrics

Criteria	Metrics
Distance from Nearby Mobility Hub	<ul style="list-style-type: none"> <li>• Miles from the nearest mobility hub(s)</li> <li>• Recommended 10 mile spacing on I-25/ 30 mile spacing on I-70</li> </ul>
Transit Operations	<ul style="list-style-type: none"> <li>• Accommodate a center median transit stop</li> <li>• Streamlined operations and routing</li> <li>• Efficient transit travel times</li> <li>• Ability to utilize managed lanes</li> </ul>
Vision and Goals	<ul style="list-style-type: none"> <li>• Alignment with project vision and goals</li> </ul>
Site Constraints	<ul style="list-style-type: none"> <li>• Site accessibility and right-of-way availability</li> <li>• Topography and terrain</li> <li>• Presence of other barriers</li> <li>• Space availability</li> </ul>
Travel Patterns	<ul style="list-style-type: none"> <li>• Average daily traffic volumes</li> <li>• Existing transit ridership (boardings and alightings)</li> <li>• Projected transit ridership (boardings and alightings)</li> </ul>
Connectivity	<ul style="list-style-type: none"> <li>• Miles of existing and planned sidewalk</li> <li>• Miles of existing and planned bicycle facilities</li> <li>• Miles of existing and planned trails</li> <li>• Connections to local transit</li> <li>• Front Range Passenger Rail</li> </ul>
Community Support	<ul style="list-style-type: none"> <li>• Political support</li> <li>• Stakeholder support</li> </ul>
Development and Land Use Characteristics	<ul style="list-style-type: none"> <li>• Existing adjacent supporting land uses</li> <li>• Compatible with local land use zoning</li> <li>• Ability to promote and implement Transit Oriented Development</li> <li>• Planned supporting development is underway</li> </ul>



# Sky Ridge Station Example

Criteria	Metric	Sky Ridge Station
Distance from Nearest Mobility Hub	Miles from the nearest mobility hub(s)	Denver Union Station: 19.2 Castle Rock: 9.7
	Transit Operations	Compatible
Vision and Goals	Accommodate for a center-loading transit stop	Compatible
	Streamlined operations and routing	Compatible
	Efficient transit travel times (NB/SB)	\$9.92/\$10.59
	Ability to utilize managed lanes	Compatible
Site Constraints	Alignment with project vision and goals	Compatible
	Site accessibility and right-of-way availability	Compatible
	Topography and terrain	Somewhat Compatible
	Presence of other barriers	Compatible
Travel Patterns	Space availability	Compatible
	Average daily traffic volumes	157,000
	Existing transit ridership	LRT: 634 FlexRide: 39
	Projected transit ridership	TBD
Regional Connectivity	Miles of existing and planned sidewalk	361
	Miles of existing and planned bicycle facilities	85
	Connections to local transit	LRT and FlexRide
	Front Range Passenger Rail	TBD
Community Support	Political support	TBD
	Stakeholder support	TBD
	Existing adjacent supporting land uses	Somewhat Compatible
Development and Land Use Characteristics	Residents within walking distance (1/2 mile)	383
	Residents within biking distance (3 miles)	15,457
	Residents within driving distance (5 miles)	33,751
	Jobs within walking distance (1/2 mile)	335
	Jobs within biking distance (3 miles)	20,507
	Jobs within driving distance (5 miles)	54,534
	Compatible with Local Land Zoning	Compatible
	Ability to promote and implement Transit Oriented Development	Compatible
	Planned supporting development is underway	Somewhat Compatible
	Projected residents within walking distance (1/2 mile) in 2030	891
	Projected residents within biking distance (3 miles) in 2030	17,140
	Projected residents within driving distance (5 miles) in 2030	41,164
	Projected jobs within walking distance (1/2 mile) in 2030	6,341
	Projected jobs within biking distance (3 miles) in 2030	46,828
	Projected jobs within driving distance (5 miles) in 2030	106,404
	Projected number of service jobs within walking distance (1/2 mile)	5,795
	Projected number of service jobs within biking distance (3 miles)	20,404
Projected number of service jobs within driving distance (5 miles)	71,728	



# Mobility Hub Typologies

Type of Mobility Hub	Contextual Characteristics	Level of Amenities
Type I: Larkspur	<ul style="list-style-type: none"> <li>• <b>Transit Activity:</b> Low number of boardings and alightings</li> <li>• <b>Land Use Characteristics:</b> Low residential or employment density or development potential</li> <li>• <b>Population Demographics:</b> Low percentage of seniors, households living below the poverty level, and zero-vehicle households</li> </ul>	Low
Type II: Berthoud	<ul style="list-style-type: none"> <li>• <b>Transit Activity:</b> Medium number of boardings and alightings</li> <li>• <b>Land Use Characteristics:</b> Medium residential or employment density or development potential</li> <li>• <b>Population Demographics:</b> Medium percentage of seniors, households living below the poverty level, and zero-vehicle households</li> </ul>	Medium
Type III: Centerra Loveland	<ul style="list-style-type: none"> <li>• <b>Transit Activity:</b> High number of boardings and alightings</li> <li>• <b>Land Use Characteristics:</b> High residential or employment density or development potential</li> <li>• <b>Population Demographics:</b> High percentage of seniors, households living below the poverty level, and zero-vehicle households</li> </ul>	High



# Mobility Hub Amenities by Typology

Amenity	Type I	Type II	Type III
<b>Regional Connections</b>			
Connections to State Highway System	Optional	Optional	Recommended
<b>Multimodal Connections</b>			
Local/Regional Transit Connections	Optional	Optional	Recommended
Pedestrian Facility Connections	Optional	Optional	Recommended
Bicycle Facility Connections	Optional	Optional	Recommended
Park-and-Ride	Recommended	Recommended	Recommended
Passenger Pick-Up / Drop-Off	Recommended	Recommended	Recommended
TOD Opportunities Nearby	Optional	Optional	Recommended
<b>Station Amenities</b>			
Route Information	Recommended	Recommended	Recommended
Real-Time Transit Information	Optional	Recommended	Recommended
Universal Ticketing	Optional	Optional	Optional
Furniture	Recommended	Recommended	Recommended
Shelter/Canopy	Recommended	Recommended	Recommended

Amenity	Type I	Type II	Type III
Windscreens	Recommended	Recommended	Recommended
Warming Centers	Recommended	Recommended	Recommended
Lighting	Recommended	Recommended	Recommended
Paper Schedules	Recommended	Recommended	Recommended
Bicycle Racks	Optional	Recommended	Recommended
Bicycle Lockers	Optional	Optional	Optional
Security Cameras	Recommended	Recommended	Recommended
Wayfinding Information	Optional	Optional	Recommended
EV Charging Stations	Recommended	Recommended	Recommended
Parking Counting System	Not Required	Optional	Optional
Bicycle/Scooter Share Parking	Optional	Optional	Optional
Bicycle Maintenance Facilities	Not Required	Optional	Optional

Amenity	Type I	Type II	Type III
Public Space	Optional	Optional	Optional
<b>Enhanced Station Amenities</b>			
Restrooms	Optional	Optional	Optional
Welcome Center	Not Required	Optional	Optional
Artistic Elements	Not Required	Optional	Optional
Emergency Call In Box	Recommended	Recommended	Recommended
Wi-Fi/ Smartphone Connectivity	Optional	Recommended	Recommended
<b>Other Multimodal Connections</b>			
Existing/Future Rail Connection	Optional	Optional	Optional
National Bus Service Connection	Optional	Optional	Optional
Resort Shuttle Connection	Optional	Optional	Optional
Car Share Options	Optional	Optional	Optional
<b>Community Related Facilities</b>			
Parcel Pickup	Optional	Optional	Optional

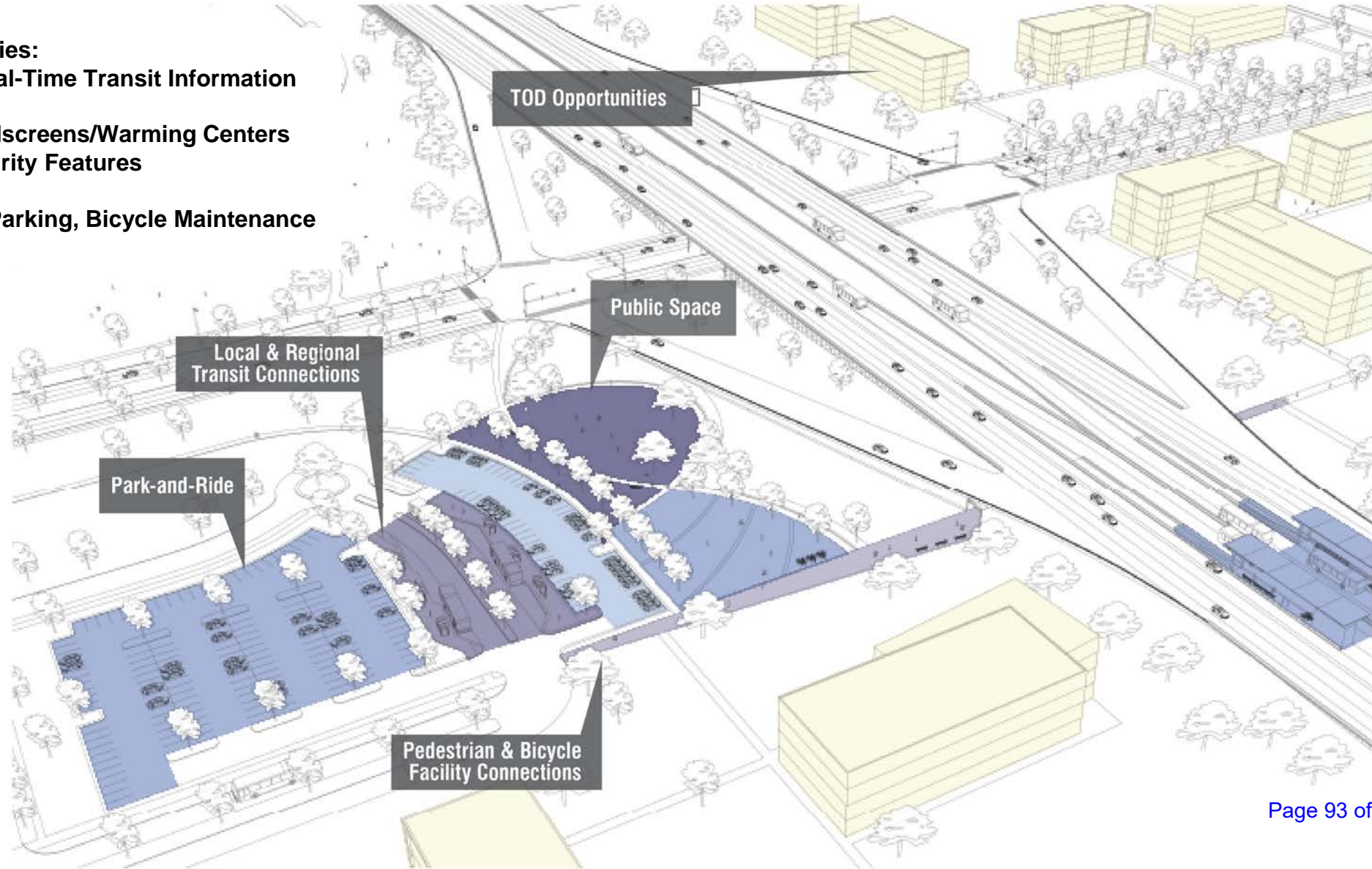
Not Required
Optional
Recommended



# Mobility Hub Design Features

## Examples of Other Amenities:

- Route Information & Real-Time Transit Information
- Furniture
- Shelters/Canopies/Windscreens/Warming Centers
- Adequate Lighting/Security Features
- Wayfinding Information
- Bicycle/Scooter Share Parking, Bicycle Maintenance Facilities





# Typology Approximate Costs

- Costs of mobility hubs are directly tied to the typology and can vary, center loading vs slip ramps, and parking demand
  - These costs include amenities such as Fixtures, EV Chargers, Wayfinding Signs, Passenger Information Display Signs, etc.

Project	Description	Low - High, [Average]
Project 1	A large parking lot (350 spaces) with two slip ramps (similar to Firestone-Longmont)	\$9M - \$18M, [\$13M]
Project 1b	A small parking lot (150 spaces) with two slip ramps	\$6M - \$15M, [\$10M]
Project 2	A small parking lot with off-street bus bays (similar to Fairplay)	\$3.5M - \$8M, [\$6M]
Project 3	A large parking lot and a center loading station (similar to Centerra-Loveland)	\$16M - \$30M, [\$23M]
Project 4	A location w/o parking, but with slip ramps and ped. connections (similar to Lone Tree)	\$7M - \$18M, [\$13M]
Project 5	A downtown transit center with a parking deck and off-street bus bays	\$11M - \$16M, [\$14M]



# Baseline Amenity Approximate Costs

Element	Low	High
Slip Ramps	\$1M	\$3M
Center Loading Station	\$4M	\$7M
Large Parking Lot	\$3M	\$5M
Small Parking Lot	\$1M	\$3M
Off Street Bus Bays	\$500K	\$1.5M
Bike/Ped Connections	\$450K	\$550K
Pedestrian Tunnel/Overpass	\$2M	\$5M
Custom Shelters	\$180K	\$220K
Stock Shelters	\$25K	\$35K
Large Parking Lot EV Charging	\$225K	\$275K
Small Parking Lot EV Charging	\$100K	\$150K
Lighting	\$200K	\$250K
Passenger Information Displays	\$125K	\$175K
Wayfinding Signage	\$80K	\$120K
Street Furniture	\$30K	\$50K



# Partnership Funding

- Partnership funding can come in the form of cash, land donations, or other work that helps with the base project scope
  - Base project scope is defined as the project elements that must be constructed to enable Bustang operations at a hub
- “Partner funds” are defined as any funds which aren’t budgeted to DTR SB 267 Transit
- The amount of match required depends on the type of project (see below)

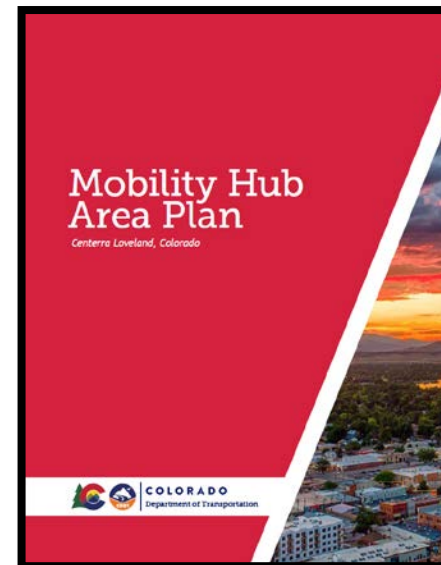
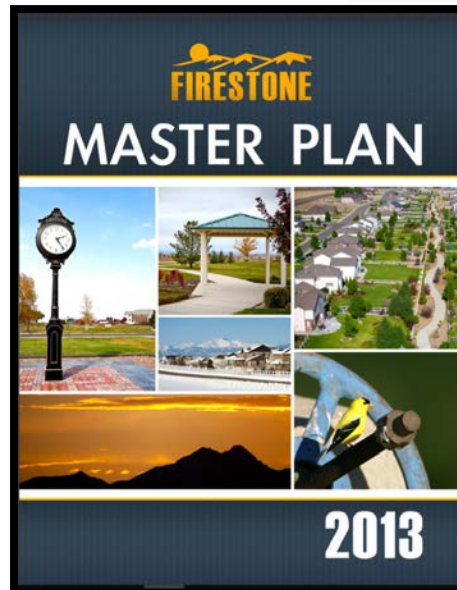
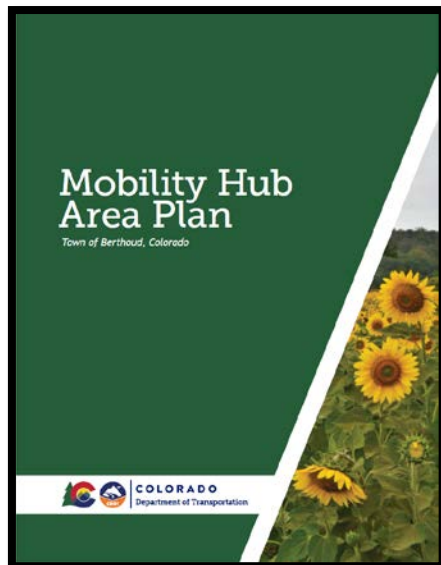
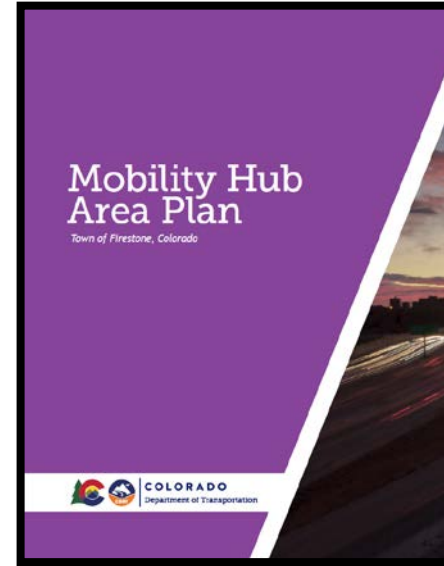
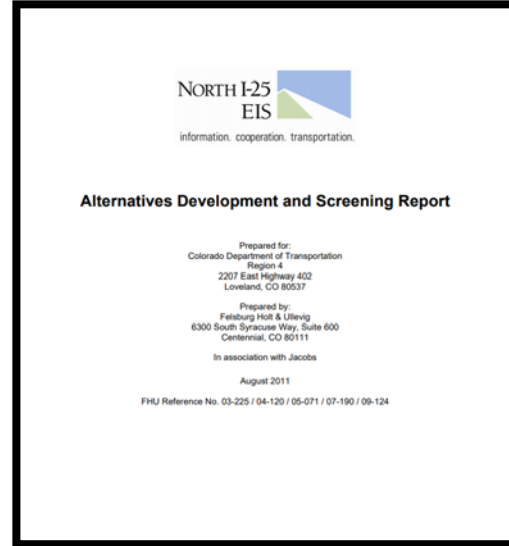
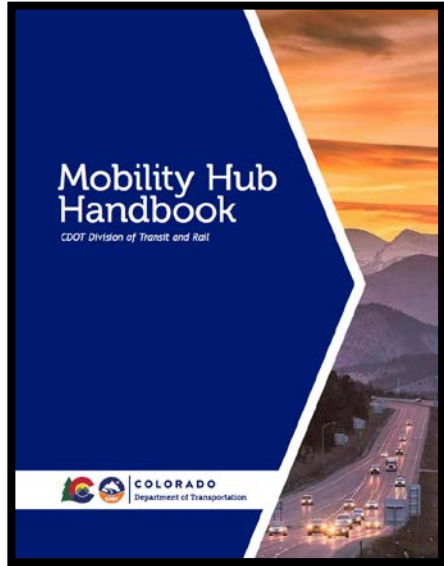
Project Type	Preconstruction	Construction
Mobility Hub - Phase 2 - Fully Built <sup>1</sup>	100% DTR	50% DTR/50% Partner
Mobility Hub - Phase 1 <sup>1</sup>	100% DTR	100% DTR
Local Agency Project < \$2.5M	80% DTR/20% Partner	80% DTR/20% Partner
Partner Project > \$2.5M <sup>2</sup>	50% DTR/50% Partner	50% DTR/50% Partner
DTR Project	100% DTR	100% DTR

1. An Interim Mobility Hub is a location in which CDOT is making an improvement within their existing property. A Long-Term Mobility Hub is a location in which CDOT anticipates acquiring new property to make an improvement.  
 2. The first \$2.5M of project cost will get an 80/20 match; the remaining cost will require a 50/50 match.





# Supporting Documents





# 1601 TDM Process and Mobility Hubs

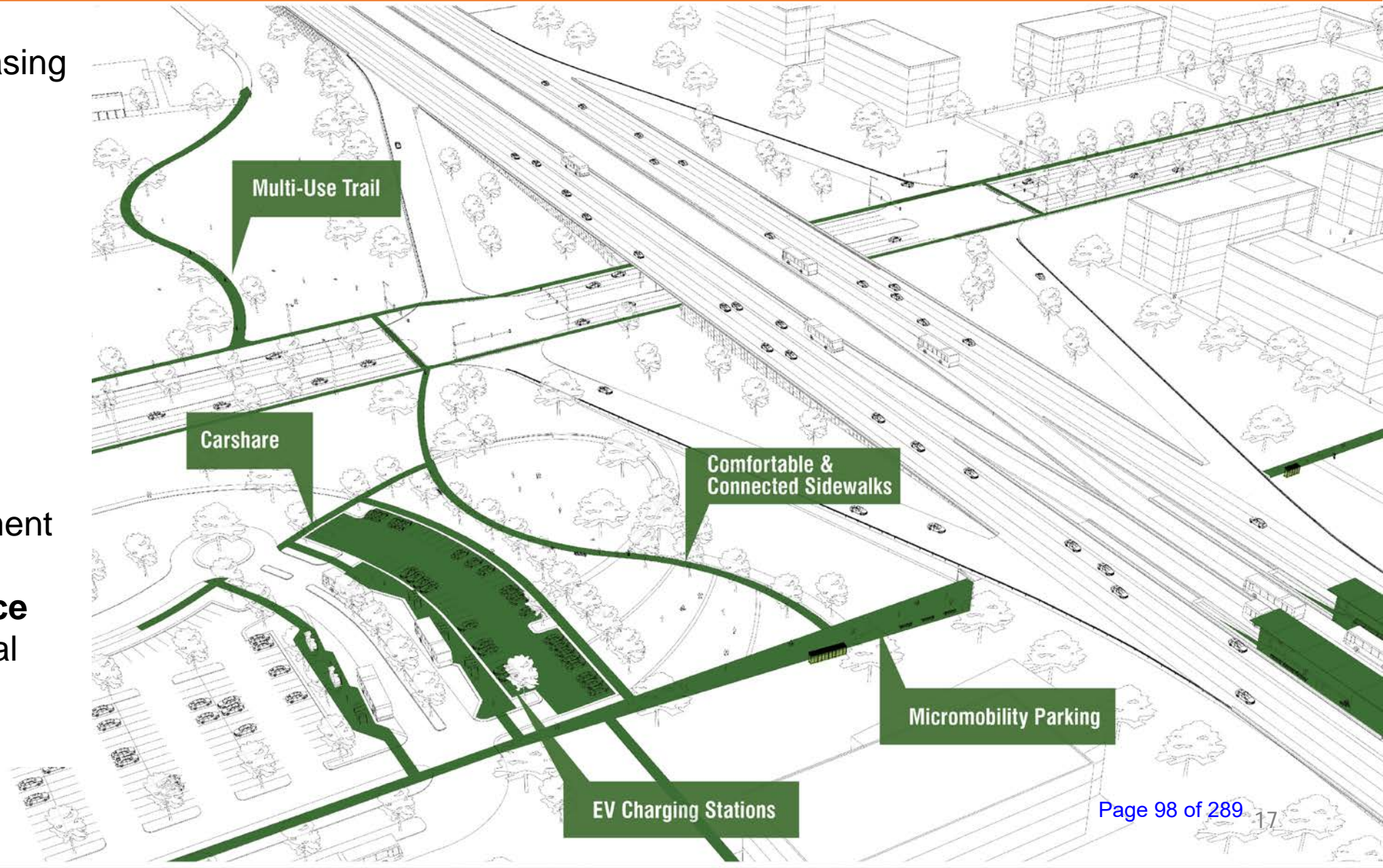
TDM "Core Efforts" = increasing access to:

- Local/Regional/Intercity Transit
- Carpools (Park-n-rides)
- Bike/Walk connections

TDM "Support Strategies" include:

- Parking management

Mobility Hub capital investment supports TDM efforts by encouraging **mobility choice** and streamlining multi-modal connectivity.





**DATE:** April 4, 2021  
**TO:** Colorado Transportation Commission  
**FROM:** Aaron Willis, Acting Statewide and Regional Planning Section Manager  
**CC:** Herman Stockinger, Deputy Executive Director  
Rebecca White, Director, Division of Transportation Development  
**SUBJECT:** Transportation Commission Approval of the Revised Interchange Approval Policy Directive 1601

### Purpose

Staff is seeking Transportation Commission approval of the revised interchange approval policy 1601. Staff will submit the interchange approval procedural directive to the CDOT Executive Director for approval later this month.

### Action

Staff is requesting Transportation Commission approval of the revised 1601 policy directive.

### Background

As a result of the discussion that took place at the Transportation Commission's March workshop, the following changes have been made:

- The staff has made a slight modification to the Transportation Demand Management (TDM) definition as found in the draft policy, so the language now reads: "TDM helps the traveling public by offering access to multiple transportation modes through strategies like promoting increased transit, integrating with mobility hubs, ridesharing, walking, biking, and teleworking in order to reduce reliance on travel in a single-occupant vehicle." This language provides the reader with a clear definition of TDM and the type of modes and infrastructure that fall within the TDM definition.
- The staff has also updated the mobility hub TDM strategy language in the procedural directive, making sure that applicants do not have an expectation of Bustang service or CDOT financial participation if they select a mobility hub strategy as a part of a proposed interchange project. Additionally, the updated mobility hub TDM strategy language also states that mobility hubs should be consistent with the most recent Statewide Transportation Plan and Statewide Transit Plan, and the CDOT Mobility Hub Guidebook. Hyperlinks to all documents will be included in the final version of the procedural directive.

Because the policy and procedural directive are so intrinsically linked, staff has included the draft procedural directive for informational purposes only so the Transportation Commission can see the entire TDM section in context. Please note that the procedural directive is in draft form and is subject to change based on Executive Director and Executive Management Team feedback.

In addition to the aforementioned edits, the revised policy directive also includes administrative and clarifying changes as seen in the 'markup' version.

### Next Steps

Upon approval of policy directive 1601, staff will submit the final version of the procedural directive to the Executive Director for final review and approval. Staff will conduct training sessions for each CDOT

region later this year. Regional staff will be encouraged to share 1601 training materials with local planning partners as appropriate.

**Attachment**

Revised 1601 Policy Directive (Both Clean and Redline Versions)

Revised Draft 1601.1 Procedural Directive (For Informational Purposes Including both Clean and Redline Versions)

1601 Policy Directive Overview Presentation



**COLORADO**  
Department of Transportation

# 1601 Interchange Approval Process

## Colorado Transportation Commission

### April 2021

Aaron Willis, Division of Transportation Development



# Policy Directive (PD) 1601?

- The 1601 policy and procedural directive outline the guiding principles and steps necessary to approve a new interchange or interchange modification on the interstate, freeway, or state highway system.
- Staff is seeking Transportation Commission approval on the revised 1601 policy directive
- The Executive Director approves the procedural directive.



# Key Policy Directive Changes Since the March Workshop

- A slight modification to the Transportation Demand Management (TDM) definition
- Updated mobility hub strategy language making sure there is no expectation of Bustang service or CDOT financial participation
- Mobility hubs should be consistent with the most recent Statewide Transportation Plan and Statewide Transit Plan and the CDOT Mobility Hub Guidebook.



# Interchange Improvement Types

- Type 1 – New Interchanges on the Interstate and Freeway system
  - These are approved by the Transportation Commission
- Type 2 – New interchanges on the remaining state highway system and modifications to interchanges
  - These are approved by the Chief Engineer
- Type 2a – Minor modifications to interchanges, which do not require a system level analysis
  - These can be delegated by the Chief Engineer for approval to the Regional Transportation Director





# Type 1: Eagle County Airport Interchange

**Scope:** Construct a direct connection from I-70 to Eagle County Airport

**Location:**

Approximately MP 143

**Applicant:**

Eagle County

**Estimated cost:**

\$70+ million





# Type 2: I-25 and Broadway

**Scope:** Interchange and adjacent roadway network redesign and replacing the existing Broadway to SB I-25 on-ramps

**Location:**

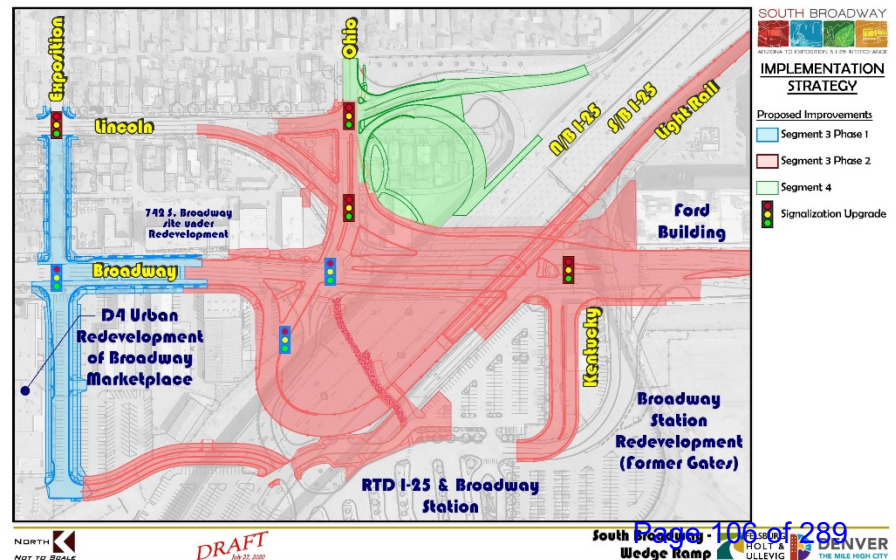
I-25 & Broadway

**Applicant:**

City of Denver

**Estimated cost:**

\$55 Million





# Type 2a: I-76 and SH 52

**Scope:** Bridge widening and ramp reconstruction to accommodate windmill blades for an existing interchange

**Location:**

I-76/SH 52

**Applicant:**

CDOT

**Estimated Cost:**

\$25 Million





# Overview of the TDM Section in the Policy Directive

- Purpose and definition
- Overview of the goals
- Chief Engineer waiver process
- Discussion of the TDM scorecard and target point range used to develop the TDM project specific plan for the System Level Study



# Mobility Hub TDM Strategy

TDM Strategies	Points	Time Commitment of Strategy
<p><b>Multimodal Hubs - the multimodal hub will include two or more transit services/multimodal options available</b></p> <ul style="list-style-type: none"> <li><i>The applicant should not have an expectation of Bustang (or CDOT sponsored regional transit service) or CDOT funding for any proposed mobility hub projects.</i></li> <li><i>Mobility hubs should be consistent with the most recent Statewide Transportation Plan and Statewide Transit Plan and the CDOT Mobility Hub Guidebook.</i></li> </ul>	80	Maintenance of the facility in perpetuity



# Next Steps

- The final draft of the 1601.1 Procedural Directive will be submitted to the Executive Director for approval.
- Staff will develop and deliver regional trainings on the revised policy and procedure.
- Staff will provide an annual report on all interchange proposals to the Commission per the requirement identified in the procedural directive.

<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>		<input checked="" type="checkbox"/> <b>POLICY DIRECTIVE</b> <input type="checkbox"/> <b>PROCEDURAL DIRECTIVE</b>
Subject <b>INTERCHANGE APPROVAL PROCESS</b>		Number <b>1601.0</b>
Effective <b>10/16/08</b> <b>4/15/2021</b>	Supersedes <b>10/16/08</b> <b>12/15/04</b>	Originating Office <b>Division of Transportation Development</b>

**Please Note:** New proposed changes resulting from the Transportation Commission Meeting in March are highlighted in yellow.

## I. PURPOSE

The purpose of this ~~P~~olicy ~~D~~irective is to establish fair and consistent procedures regarding the review and evaluation of requests for new interchanges and major improvements to existing interchanges on the state highway system.

## II. AUTHORITY

~~Policy Directive 701; Transportation Commission, Section~~ § 43-1-106, C.R.S., ~~as amended; Powers and Duties of the Commission; Section~~ § 43-3-101, C.R.S. (Freeway Law); ~~Section~~ § 43-2-147, C.R.S. (Highway Access Law) ~~and the Transportation Commission's Access Code, 2 CCR 601-1 "State Highway Access Code".~~

## III. BACKGROUND

The ~~Colorado~~ Transportation Commission ("~~Commission~~") recognizes that state highways are important to meeting the mobility needs of the public, and that it is important to the quality of life and economic health of the state of Colorado for the state highway system to provide safe and efficient interregional and interstate movement of people and goods. To that end, the Commission must manage the location, design, operations and maintenance of interchanges on the state highway system.

## IV. POLICY

A. It is the policy of the Commission that all requests for new interchanges and major improvements to existing interchanges on the state highway system be reviewed and evaluated in a fair and consistent manner, that sufficient information be available to make an informed decision, and that duplicative analytical, regulatory and procedural requirements be minimized.

B. Since each request for a new interchange or interchange modification has its own unique circumstances, the Commission will take into account these unique circumstances in judging the relative merits of each request for a new interchange or interchange modification on facilities owned by the Colorado Department of Transportation ("CDOT"). To that end, the Commission recognizes that there must be flexibility to ensure a level of analysis appropriate to the circumstances surrounding each proposal.

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C. In order to ensure consistency with local plans, needs and priorities, and the ability to have the long term contractual relationships that are necessary to maintain the infrastructure of the state highway system, applicants must be local governmental units. CDOT-initiated new interchanges or interchange modifications must comply with the same analytical and procedural requirements as local government applicants.

D. The following general policies will apply to all proposals for new or modified interchanges on the state highway system unless otherwise agreed to by the Transportation-Commission:

**1. Approval of Interchanges and Interchange Modifications:** To balance the need for fair and consistent treatment of all proposals to add a new interchange or modify an existing interchange to the state highway system with the need for flexibility to ensure the level of analysis appropriate to the circumstances surrounding each proposal, the Commission has identified threetwo (3) categories of proposals.

a) Type 1: Proposals for new interchanges on the state highway system with a functional classification of Interstate or Freeway will be submitted to the Transportation-Commission for action. The Commission will also take action on other new interchanges or interchange modifications referred to it by the Chief Engineer.

b) Type 2: Proposals for new interchanges not on the Interstate or Freeway System and modifications to existing interchanges will be submitted to the Chief Engineer for action. The applicant may appeal the Chief Engineer’s decision as it relates to this policy to the Transportation-Commission.

c) Type 2a: Proposals for minor interchange improvements that will have little or no impact to the state highway system or surrounding local transportation system, consistent with the definition and guidance provided by FHWA. Approvals for Type 2a proposals are delegated by the Chief Engineer to the Region Transportation Director.

**2. Cost Sharing:**

a) The state highway system shall be owned by CDOT.

b) The applicant is responsible for all costs for the development, administration, and evaluation of proposals for new interchanges or modifications to existing interchanges.

c) The applicant is responsible for all costs including, but not limited to, design, rights of way, construction, maintenance, operations, environmental mitigation and remediation and replacement of structures and ancillary facilities associated with new interchanges in perpetuity.

d) Responsibility for all costs including, but not limited to, design, rights of way, construction, maintenance, operations, Transportation Demand Management strategy implementation, environmental mitigation and remediation and replacement of structures and ancillary facilities owned by CDOT associated with existing interchanges, upgrades of existing intersections on state highways to interchanges, and ancillary facilities on the state highway system will be negotiated through the final Intergovernmental Agreement (“IGA”) consistent with the financial plan identified in a System’s Level StudyAnalysis.



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e) The ~~Transportation~~ Commission must approve CDOT's participation in any cost sharing proposal.

### **3. Connections to the State Highway System:**

a) Interchange connections to the state highway system are intended to improve the operations and safety of the state highway system, serve regional travel purposes or provide access to regional destinations. Therefore, interchange connections from state highways must be to regionally significant roadways or regionally significant publicly owned facilities, or result in a significant improvement in the operations and safety of the state highway system.

b) A regionally significant roadway is defined as a roadway classified as a principal arterial or higher classification in the most recently adopted Metropolitan Planning Organization transportation plan in urban areas, or if the roadway has been identified as regionally significant within an adopted Regional Transportation Plan, NEPA/environmental study, feasibility study, corridor optimization plan, or access management plan ~~on~~ in which CDOT staff has participated and the Chief Engineer finds acceptable.

c) Access to local land uses must be provided to the extent reasonable and feasible by the local transportation system.

### **4. Inclusion of Transportation Demand Management Strategies**

a) To preserve the overall functionality and operability of the state of Colorado's highway system, the applicant will implement traffic reduction or Transportation Demand Management ("TDM") strategies to preserve the long-term functionality of the constructed interchange improvement. The effectiveness of TDM strategies is highly dependent on the specific location, complementary strategies, the nature of the travel segment being targeted, and implementation and promotion. TDM requirements apply to new Type 1 and Type 2 interchange proposals. The TDM requirement does not apply to Type 2a proposals. The proposed TDM improvements will be included for analysis in the Systems Level Study.

b) As background, TDM helps the traveling public by offering access to multiple transportation modes through strategies like promoting increased transit, integrating with mobility hubs, ridesharing, walking, biking, and teleworking in order to reduce reliance on travel in a single-occupant vehicle. TDM helps the state by optimizing the use and available capacity of the existing transportation infrastructure. This TDM requirement intends to implement appropriate TDM strategies that preserve the functionality of interchanges on the state highway system in order to maximize the benefit created from new infrastructure investments. Therefore, the implementation of TDM strategies reduces vehicle miles traveled, highway congestion, and the subsequent greenhouse emissions.

c) At the discretion of the CDOT Chief Engineer, TDM strategies would apply to Type 2 interchange modifications on interstate facilities where the current operational Level of Service ("LOS") is an F, for the current year, during peak hours for the mainline in at least one direction of travel as identified in the System Level Study. Additionally, TDM strategies would be required if the LOS is predicted to be at level 'F' at the 20-year design year timeframe under a no-build scenario.

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d) As a goal, the recommended TDM strategies should result in a 3% or greater average daily traffic (“ADT”) reduction for the preferred alternative in Metropolitan Planning Organization (“MPO”) Boundary Areas and a 1% or greater ADT reduction for the preferred alternative outside the MPO Boundary Areas. –The reduction threshold goal shall be calculated from the opening day of the new facility, or 5-years from opening day if the TDM strategies are implemented on a phased schedule for traffic conditions with the assumption that the interchange improvements have been built. The trip reduction goal applies to the traffic volumes for the interchange ramps (all movement) as identified in the ~~S~~systems ~~L~~Level ~~S~~study.

e) The final ~~I~~ntergovernmental ~~A~~greement (~~I~~GA) will outline TDM–related commitments along with a phased implementation schedule, if necessary. Any phased implementation schedule should be based on a combination of traffic volume ADT and LOS forecasts identified in ~~the P~~rocedural ~~D~~irective 1601.1.

f) It is the discretion of the Chief Engineer if TDM strategies could be reduced for interchange applications based on factors such as changes in land use and existing TDM programs or strategies. –The factors used by the Chief Engineer are identified during the Pre-Application Meeting and are detailed in ~~the 1601.0~~ Procedural Directive 1601.1.

g) The applicant should also recognize that TDM strategies require some level of education and outreach to multiple stakeholders. –TDM strategies can be highly effective and range in cost and should be accompanied by local capacity enhancements. These suggested strategies can be considered individually or grouped depending on the location, population, employment, land use, and if there is an existing transit system available. Lastly, CDOT recognizes that the suggested TDM strategy list identified in the ~~P~~rocedural ~~D~~irective requires a range of possible partnerships that could include, but are not limited to, the private sector, local and regional transit agencies, Transportation Management Organizations or Transportation Management Associations, Business Improvement Districts, homeowners associations, special districts and other quasi-government and non-profit organization to fully execute the agreed-upon TDM improvement(s).

h) The ~~P~~rocedural ~~D~~irective provides the applicant with a TDM scorecard and a target point system based on the type and location of the proposed improvement, to develop a project-specific TDM plan that will be included in the ~~S~~ystems ~~L~~Level ~~S~~ Study. The project-specific TDM plan will include an analysis of the proposed TDM improvement, and how that proposed improvement will achieve the goals identified in ~~the 1601.0~~ Procedural Directive 1601.1.

**54. Approval Process:**

a) An initial ~~I~~GA ~~I~~ntergovernmental ~~A~~greement must be developed between the applicant and CDOT addressing responsibility for administrative and application costs, analytical procedures and responsibilities, anticipated level of design detail, approval process, anticipated schedule and other necessary issues following a project scoping meeting between the applicant and CDOT. An initial IGA Intergovernmental Agreement may be developed for Type 2a proposals at the discretion of the Region Transportation Director.

b) The ~~T~~ransportation Commission (for Type I proposals) and the Chief Engineer (for Type 2 proposals) shall take action on a ~~S~~ystems ~~L~~Level ~~S~~ Study of the impacts of the proposed

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interchange or interchange modification on the state and local transportation system and surrounding area. The Systems Level Study must include a preliminary financial plan that identifies which parties are responsible for applicable costs.

c) Following the Systems Level Study approval, the new interchange or interchange modification proposal must be determined consistent with the applicable fiscally constrained regional transportation plan, receive approval of the applicable environmental documents consistent with the CDOT Environmental Stewardship Guide and receive NEPA approval and access approval by FHWA for all Interstate related proposals.

d) A final ~~IGA Intergovernmental Agreement~~, consistent with the approved Systems Level Study and approved by the Chief Engineer, that addresses all necessary commitments by the applicant including, but not limited to, construction, mitigation, operations, TDM strategies, maintenance, ownership will be negotiated after the ~~System Level Study~~ is approved and the applicable environmental and design requirements are addressed.

e) As an incentive to encourage cooperative corridor planning, a full systems analysis is not required when a proposed interchange or interchange modification is consistent with an approved corridor optimization and access control plan. In such cases, the Chief Engineer may define additional information necessary to ensure the proposed interchange meets acceptable design, safety, operational, and other applicable requirements.

f) The applicants must demonstrate significant progress, as defined by milestones in the IGA, towards implementation of the project within three (3) years of approval of the ~~System Level Feasibility Study~~ by the ~~Transportation Commission~~ or Chief Engineer. If the applicant has not made significant progress toward implementation of the interchange project within three (3) years of this approval, the applicant may submit a written request to the Chief Engineer for a one (1) year time extension. No more than two (2) one-year extensions may be granted by the Chief Engineer.

## V. IMPLEMENTATION PLAN

This ~~P~~olicy Directive shall be implemented by all Regions, ~~Branches, and Divisions, and Offices~~ of the Colorado Department of Transportation. ~~A procedural directive shall be developed to provide more specific direction on procedures to implement this policy.~~

The Office of Policy and Government Relations shall post this Policy Directive on CDOT's intranet as well as on public announcements.

## VI. REVIEW DATE

This ~~P~~olicy Directive shall be reviewed before ~~September~~ April 2026.

\_\_\_\_\_  
 Herman Stockinger, III  
 Transportation Commission Secretary

\_\_\_\_\_  
 Date

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<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>		<input checked="" type="checkbox"/> <b>POLICY DIRECTIVE</b> <input type="checkbox"/> <b>PROCEDURAL DIRECTIVE</b>
Subject <b>INTERCHANGE APPROVAL PROCESS</b>		Number <b>1601.0</b>
Effective <b>4/15/2021</b>	Supersedes <b>10/16/08</b> <b>12/15/04</b>	Originating Office <b>Division of Transportation Development</b>

**Please Note:** New proposed changes resulting from the Transportation Commission Meeting in March are highlighted in yellow.

## I. PURPOSE

The purpose of this Policy Directive is to establish fair and consistent procedures regarding the review and evaluation of requests for new interchanges and major improvements to existing interchanges on the state highway system.

## II. AUTHORITY

Transportation Commission, § 43-1-106, C.R.S.  
 § 43-3-101, C.R.S. (Freeway Law)  
 § 43-2-147, C.R.S. (Highway Access Law)  
 2 CCR 601-1 “State Highway Access Code”

## III. BACKGROUND

The Transportation Commission (“Commission”) recognizes that state highways are important to meeting the mobility needs of the public, and that it is important to the quality of life and economic health of the state of Colorado for the state highway system to provide safe and efficient interregional and interstate movement of people and goods. To that end, the Commission must manage the location, design, operations and maintenance of interchanges on the state highway system.

## IV. POLICY

A. It is the policy of the Commission that all requests for new interchanges and major improvements to existing interchanges on the state highway system be reviewed and evaluated in a fair and consistent manner, that sufficient information be available to make an informed decision, and that duplicative analytical, regulatory and procedural requirements be minimized.

B. Since each request for a new interchange or interchange modification has its own unique circumstances, the Commission will take into account these unique circumstances in judging the relative merits of each request for a new interchange or interchange modification on facilities owned by the Colorado Department of Transportation (“CDOT”). To that end, the Commission recognizes that there must be flexibility to ensure a level of analysis appropriate to the circumstances surrounding each proposal.

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C. In order to ensure consistency with local plans, needs and priorities, and the ability to have the long term contractual relationships that are necessary to maintain the infrastructure of the state highway system, applicants must be local governmental units. CDOT-initiated new interchanges or interchange modifications must comply with the same analytical and procedural requirements as local government applicants.

D. The following general policies will apply to all proposals for new or modified interchanges on the state highway system unless otherwise agreed to by the Commission:

**1. Approval of Interchanges and Interchange Modifications:** To balance the need for fair and consistent treatment of all proposals to add a new interchange or modify an existing interchange to the state highway system with the need for flexibility to ensure the level of analysis appropriate to the circumstances surrounding each proposal, the Commission has identified three (3) categories of proposals.

a) Type 1: Proposals for new interchanges on the state highway system with a functional classification of Interstate or Freeway will be submitted to the Commission for action. The Commission will also take action on other new interchanges or interchange modifications referred to it by the Chief Engineer.

b) Type 2: Proposals for new interchanges not on the Interstate or Freeway System and modifications to existing interchanges will be submitted to the Chief Engineer for action. The applicant may appeal the Chief Engineer’s decision as it relates to this policy to the Commission.

c) Type 2a: Proposals for minor interchange improvements that will have little or no impact to the state highway system or surrounding local transportation system, consistent with the definition and guidance provided by FHWA. Approvals for Type 2a proposals are delegated by the Chief Engineer to the Region Transportation Director.

**2. Cost Sharing:**

a) The state highway system shall be owned by CDOT.

b) The applicant is responsible for all costs for the development, administration, and evaluation of proposals for new interchanges or modifications to existing interchanges.

c) The applicant is responsible for all costs including, but not limited to, design, rights of way, construction, maintenance, operations, environmental mitigation and remediation and replacement of structures and ancillary facilities associated with new interchanges in perpetuity.

d) Responsibility for all costs including, but not limited to, design, rights of way, construction, maintenance, operations, Transportation Demand Management strategy implementation, environmental mitigation and remediation and replacement of structures and ancillary facilities owned by CDOT associated with existing interchanges, upgrades of existing intersections on state highways to interchanges, and ancillary facilities on the state highway system will be negotiated through the final Intergovernmental Agreement (“IGA”) consistent with the financial plan identified in a System Level Study.

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e) The Commission must approve CDOT’s participation in any cost sharing proposal.

**3. Connections to the State Highway System:**

a) Interchange connections to the state highway system are intended to improve the operations and safety of the state highway system, serve regional travel purposes or provide access to regional destinations. Therefore, interchange connections from state highways must be to regionally significant roadways or regionally significant publicly owned facilities, or result in a significant improvement in the operations and safety of the state highway system.

b) A regionally significant roadway is defined as a roadway classified as a principal arterial or higher classification in the most recently adopted Metropolitan Planning Organization transportation plan in urban areas, or if the roadway has been identified as regionally significant within an adopted Regional Transportation Plan, NEPA/environmental study, feasibility study, corridor optimization plan, or access management plan in which CDOT staff has participated and the Chief Engineer finds acceptable.

c) Access to local land uses must be provided to the extent reasonable and feasible by the local transportation system.

**4. Inclusion of Transportation Demand Management Strategies**

a) To preserve the overall functionality and operability of the state of Colorado’s highway system, the applicant will implement traffic reduction or Transportation Demand Management (“TDM”) strategies to preserve the long-term functionality of the constructed interchange improvement. The effectiveness of TDM strategies is highly dependent on the specific location, complementary strategies, the nature of the travel segment being targeted, and implementation and promotion. TDM requirements apply to new Type 1 and Type 2 interchange proposals. The TDM requirement does not apply to Type 2a proposals. The proposed TDM improvements will be included for analysis in the System Level Study.

b) As background, TDM helps the traveling public by offering access to multiple transportation modes through strategies like promoting increased transit, integrating with mobility hubs, ridesharing, walking, biking, and teleworking in order to reduce reliance on travel in a single-occupant vehicle. TDM helps the state by optimizing the use and available capacity of the existing transportation infrastructure. This TDM requirement intends to implement appropriate TDM strategies that preserve the functionality of interchanges on the state highway system in order to maximize the benefit created from new infrastructure investments. Therefore, the implementation of TDM strategies reduces vehicle miles traveled, highway congestion, and the subsequent greenhouse emissions.

c) At the discretion of the CDOT Chief Engineer, TDM strategies would apply to Type 2 interchange modifications on interstate facilities where the current operational Level of Service (“LOS”) is an F, for the current year, during peak hours for the mainline in at least one direction of travel as identified in the System Level Study. Additionally, TDM strategies would be required if the LOS is predicted to be at level ‘F’ at the 20-year design year timeframe under a no-build scenario.

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d) As a goal, the recommended TDM strategies should result in a 3% or greater average daily traffic (“ADT”) reduction for the preferred alternative in Metropolitan Planning Organization (“MPO”) Boundary Areas and a 1% or greater ADT reduction for the preferred alternative outside the MPO Boundary Areas. The reduction threshold goal shall be calculated from the opening day of the new facility, or 5-years from opening day if the TDM strategies are implemented on a phased schedule for traffic conditions with the assumption that the interchange improvements have been built. The trip reduction goal applies to the traffic volumes for the interchange ramps (all movement) as identified in the System Level Study.

e) The final IGA will outline TDM-related commitments along with a phased implementation schedule, if necessary. Any phased implementation schedule should be based on a combination of traffic volume ADT and LOS forecasts identified in Procedural Directive 1601.1.

f) It is the discretion of the Chief Engineer if TDM strategies could be reduced for interchange applications based on factors such as changes in land use and existing TDM programs or strategies. The factors used by the Chief Engineer are identified during the Pre-Application Meeting and are detailed in Procedural Directive 1601.1.

g) The applicant should also recognize that TDM strategies require some level of education and outreach to multiple stakeholders. TDM strategies can be highly effective and range in cost and should be accompanied by local capacity enhancements. These suggested strategies can be considered individually or grouped depending on the location, population, employment, land use, and if there is an existing transit system available. Lastly, CDOT recognizes that the suggested TDM strategy list identified in the Procedural Directive requires a range of possible partnerships that could include, but are not limited to, the private sector, local and regional transit agencies, Transportation Management Organizations or Transportation Management Associations, Business Improvement Districts, homeowners associations, special districts and other quasi-government and non-profit organization to fully execute the agreed-upon TDM improvement(s).

h) The Procedural Directive provides the applicant with a TDM scorecard and a target point system based on the type and location of the proposed improvement, to develop a project-specific TDM plan that will be included in the System Level Study. The project-specific TDM plan will include an analysis of the proposed TDM improvement, and how that proposed improvement will achieve the goals identified in Procedural Directive 1601.1.

**5. Approval Process:**

a) An initial IGA must be developed between the applicant and CDOT addressing responsibility for administrative and application costs, analytical procedures and responsibilities, anticipated level of design detail, approval process, anticipated schedule and other necessary issues following a project scoping meeting between the applicant and CDOT. An initial IGA may be developed for Type 2a proposals at the discretion of the Region Transportation Director.

b) The Commission (for Type I proposals) and the Chief Engineer (for Type 2 proposals) shall take action on a System Level Study of the impacts of the proposed interchange or



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interchange modification on the state and local transportation system and surrounding area. The System Level Study must include a preliminary financial plan that identifies which parties are responsible for applicable costs.

c) Following the System Level Study approval, the new interchange or interchange modification proposal must be determined consistent with the applicable fiscally constrained regional transportation plan, receive approval of the applicable environmental documents consistent with the CDOT Environmental Stewardship Guide and receive NEPA approval and access approval by FHWA for all Interstate related proposals.

d) A final IGA, consistent with the approved System Level Study and approved by the Chief Engineer, that addresses all necessary commitments by the applicant including, but not limited to, construction, mitigation, operations, TDM strategies, maintenance, ownership will be negotiated after the System Level Study is approved and the applicable environmental and design requirements are addressed.

e) As an incentive to encourage cooperative corridor planning, a full systems analysis is not required when a proposed interchange or interchange modification is consistent with an approved corridor optimization and access control plan. In such cases, the Chief Engineer may define additional information necessary to ensure the proposed interchange meets acceptable design, safety, operational, and other applicable requirements.

f) The applicants must demonstrate significant progress, as defined by milestones in the IGA, towards implementation of the project within three (3) years of approval of the System Level Study by the Commission or Chief Engineer. If the applicant has not made significant progress toward implementation of the interchange project within three (3) years of this approval, the applicant may submit a written request to the Chief Engineer for a one (1) year time extension. No more than two (2) one-year extensions may be granted by the Chief Engineer.

**V. IMPLEMENTATION PLAN**

This Policy Directive shall be implemented by all Regions, Branches, Divisions, and Offices of the Colorado Department of Transportation.

The Office of Policy and Government Relations shall post this Policy Directive on CDOT’s intranet as well as on public announcements.

**VI. REVIEW DATE**

This Policy Directive shall be reviewed before April 2026.

\_\_\_\_\_  
Herman Stockinger, III  
Transportation Commission Secretary

\_\_\_\_\_  
Date

<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>		<input type="checkbox"/> POLICY DIRECTIVE <input checked="" type="checkbox"/> PROCEDURAL DIRECTIVE
<b>Subject</b> <b>Implementation of Policy Directive 1601 – Requests for Interchange Access and Modifications to Existing Interchanges on the State Highway System</b>		<b>Number</b> <b>1601.1</b>
<b>Effective</b> <u>09/08/05</u>	<b>Supersedes</b> <u>N/A 09/08/05</u>	<b>Originating Office</b> <b>Division of Transportation Development</b>

**Please Note:** This is a draft version of Procedural Directive 1601.1., which is subject to further change as the procedural directive is vetted and finalized. **The new TDM language is highlighted in yellow.**

**I. PURPOSE**

The Colorado Transportation Commission of Colorado (the Transportation Commission) has directed in Policy Directive 1601 that all requests for new interchanges and major improvements to existing interchanges be reviewed and evaluated in a fair and consistent manner; that sufficient information be available to make an informed decision; and that duplicative analytical, regulatory and procedural requirement be minimized. To that end, this Procedural Directive provides guidance that encourages the integration of the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA) environmental and access permitting and approval procedures into the 1601 interchange approval process. The integration of these procedures can reduce unnecessary duplication, while still complying with applicable requirements.

The Transportation Commission recognized that each request has unique circumstances, and directed that the Procedural Directive ensure a level of analysis appropriate to the circumstances surrounding each proposal. Therefore, this Procedural Directive provides increased latitude to the Chief Engineer to determine the appropriate level of analysis at each step in the process and describes different approval procedures for three (3) different categories of proposals as outlined within the definitions section of these procedures.

It is the intent of this Procedural Directive that the analysis completed through this procedural ~~Procedural directive~~ Directive serve as the Interchange Management Plan required under the Colorado State Highway Access Code, 2 CCR 601-1, ~~Colorado State Access Control Code~~ and be an integral part of the applicable required NEPA and FHWA analyses.

Finally, in order to clarify expectations and reduce the likelihood of misunderstanding by both CDOT and the applicant, this Procedural Directive requires the development of an initial Intergovernmental Agreement that identifies the procedural, timing, and cost expectations for any proposal.

**II. AUTHORITY**

Subject <b>Implementation of Policy Directive 1601—Requests for Interchange Access and Modifications to Existing Interchanges on the State Highway System</b>	Number <b>1601.1</b>
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Executive Director, § 43-1-1056, C.R.S.  
~~Transportation Commission~~ Chief Engineer, § 43-1-110, C.R.S.

**III. DEFINITIONS**

“Interchange” - a system of interconnecting roadways in conjunction with one or more grade separations that provides for the movement of traffic between two or more roadways at different grades and provides directional ramps for access movements between the roadways. Interchanges vary from single ramps connecting to local streets or transit facilities to complex and comprehensive layouts.

“Freeways” - Highways that meet the functional classification definition of freeway. Please reference the CDOT’s website – Straight Line Diagram at:

<http://dtdapps.coloradodot.info/otis/SLD>  
<http://arcimsexternal.dot.state.co.us/SLD>

“Access Code” - State of Colorado State Highway Access Code, Colorado Code of Regulations 2 CCR 601-1, as adopted and ~~amended~~ updated by the Transportation Commission.

“Cost Sharing Agreement” – An agreement, proposed by a non-CDOT applicant, to share costs of an interchange or interchange modification with CDOT.

“Environmental Stewardship Guide” – Transportation Commission adopted document that outlines CDOT’s environmental ethic as well as the policies and procedures used to carry out that ethic. The guide is available online at:

<https://www.codot.gov/programs/environmental/resources/guidance-standards/cdot-environmental-stewardship-guide-nov-2017>  
<http://www.dot.state.co.us/environmental/StandardsForms/ESGuide5-12-05PrePress.pdf>

“NEPA” – National Environmental Policy Act of 1969, the national charter for protecting the environment.

“Regional Transportation Plan” – the fiscally constrained long-range regional transportation plan adopted by Metropolitan Planning Organizations (MPOs) or Transportation Planning Regions (TPRs).

“Regionally Significant Publicly Owned Facility” – A major facility owned by a unit of government, such as a major athletic or cultural facility, that serves a majority of vehicle trips from throughout the larger region.

“Regionally Significant Roadway” - A roadway classified as a principal arterial or higher classification in the most recently adopted Metropolitan Planning Organization (MPO) ~~R~~egional ~~T~~ransportation ~~P~~lan, or, in non-MPO areas, if the roadway has been identified as regionally

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significant within an adopted Regional Transportation Plan, NEPA/environmental study, feasibility study, corridor optimization plan, or access management plan on which CDOT staff has participated and the Chief Engineer finds acceptable.

“Transportation Demand Management” – Transportation Demand Management (TDM) helps the traveling public by offering access to multiple transportation modes through strategies like promoting increased transit, integrating with mobility hubs, ridesharing, walking, biking, and teleworking in order to reduce reliance on travel in a single-occupant vehicle.

“Type 1 Improvements” - Consists of two categories: (1) proposals for new interchanges on the state highway system with a functional classification of Interstate or Freeway; and (2) Any type of proposal on the state highway system not initiated by CDOT that anticipates CDOT cost-sharing participation. Type 1 improvements must be approved by the Transportation Commission.

“Type 2 Improvements” - Proposal for new interchange not on the Interstate system or Freeway system and all modifications or reconfigurations to existing interchanges. Type 2 improvements must be approved by the Chief Engineer, and may be elevated by the Chief Engineer to the Transportation Commission for consideration.

“Type 2a Improvements” – A minor interchange improvements that will have little or no impact to the state highway system or surrounding local transportation system, consistent with the definitions and guidance provided in the FHWA Colorado Division Guidance on Minor Interchange Modifications Requests (Appendix ED). Type 2a approvals are delegated by the Chief Engineer to the Regional Transportation Director.

**Appendices**

- Appendix A: [Policy Directive 1601.0](#)
- Appendix B: [System Level Study Guidance/FHWA Interstate Interchange Modification Request guidance – 2 CCR 601-1 “State Highway Access Code”, Rule 2.3\(5\) \(Traffic Impact Studies\)](#)
- Appendix C: [Access Control Code Traffic Impact Analysis Requirements FHWA Policy on Access to Interstate System \(effective May 22, 2017\)](#)
- Appendix D: [FHWA Colorado Division Control of Access to the Interstate and its Right-of-Way \(effective February 2005\)Minor Interchange Modification Request Guidance](#)
- Appendix E: [FHWA Colorado Division Guidance for Interstate Access Request](#)
- Appendix EF: [FHWA Colorado Division Guidance for the Preparation of a Minor Interchange Modification Request \(effective February 2005\)Sample Initial and Final Intergovernmental Agreements](#)

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Appendix ~~FG~~: [FHWA Colorado Division Guidance for Temporary Construction Access on the Interstate \(effective February 2005\)](#)~~Sample resolution for approval TC action for Type 1 Interchange Requests~~

Appendix ~~GH~~: [Sample Initial and Final Intergovernmental Agreements](#)  
[Sample Transmittal Memo to Chief Engineer for Type 2 Interchange Requests](#)

Appendix ~~HF~~: [Sample Resolution for approval TC Action for Type 1 Interchange Requests](#)  
[Process Flow Chart](#)

Appendix I: [Sample Transmittal Memo to Chief Engineer for Type 2 Interchange Requests](#)

Appendix J: [Process Flow Chart](#)

#### IV. PROCEDURES

**A. Principles:** In accordance with Policy Directive 1601.0, the procedures included in this procedural Directive should be followed when considering a potential 1601 application.

1. Due to the long-term financial commitments and other legal limitations associated with the requirements of this policy directive, only governmental or quasi-governmental entities or agencies (~~which includes political subdivisions and quasi-governmental entities such as special districts, public highway authorities such as E-470 and NW Parkway, and regional transportation authorities~~)~~as special districts, E470, NW Parkway~~ may be an applicant under this process.
2. Applicants must notify the Regional Transportation Director for the applicable CDOT Region and the applicable Transportation Planning Region of their desire to initiate development of a new interchange or major improvements to an existing interchange. The applicable CDOT Regional Transportation Director will serve as the point of contact for all 1601-related issues.
3. The CDOT Chief Engineer has approval authority for all 1601 related Intergovernmental Agreements (IGAs).
4. The CDOT Chief Engineer shall make an annual report to the Transportation Commission summarizing the number, type and location of all 1601 interchange applications initiated over the previous year, the cost to CDOT of processing the applications, the reimbursement received from the applicants, the distribution of the costs and responsibilities identified in ~~IGAs~~~~Intergovernmental Agreements~~ finalized in the previous year, other pertinent information and any recommended changes in the policy or procedures.

#### **B. Interchange Requests Initiated By CDOT:**

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1. Interchange requests initiated by CDOT are often identified and evaluated through the NEPA/project development process. The information and analysis developed during the initial stages of the NEPA effort should be used to supplement the System Level Study presented to the Transportation Commission (Type 1 requests) or Chief Engineer (Type 2 requests), as appropriate.

2. Type 1 interchange requests, and when the Region chooses to submit a separate System Level Study prior to submission of the NEPA document to the Chief Engineer for consideration, should consist of a technical memorandum clearly summarizing:

- a) the purpose and need for the project,
- b) the range of alternatives considered,
- c) the criteria used to evaluate the alternatives (consistent with Step 3 of this Procedural Directive),
- d) public comment received to date,
- e) the results of the screening,
- f) the preliminary financing plan, and
- g) recommended “reasonable” alternative(s) that meet the purpose and need for the project and should proceed to the next levels of evaluation in the NEPA process.

3. Type 2 system interchange requests initiated by CDOT may combine the System Level Study with the NEPA document prepared in compliance with the CDOT Environmental Stewardship Guide and submitted for approval by the Chief Engineer.

**C. Interchange Requests Initiated by Governmental or Quasi-Governmental Entities or Agencies**

**STEP 1: 1601 Pre-Application Meeting(s)**

1. Applicants are required to have a pre-application project scoping meeting, or a series of pre-application meetings, with the appropriate CDOT Region representatives to determine the scope and anticipated process and schedule for any proposed interchange project. A process flowchart is attached as Appendix J. The following are the preferred sequence of steps for the 1601 interchange approval process. Any adjustments to this preferred sequence should be discussed at the pre-application meeting. CDOT staff from the following offices should participate in the pre-application meeting with the applicant: program and project engineer, traffic, planning, environmental, access, MPO/TPR staff and other parties as deemed appropriate by the Regional Transportation Director. FHWA shall be invited to participate when an access request affects the Interstate System or when there is the potential to use federal funds. This meeting may also serve as the initial scoping meeting required in the Environmental Stewardship Guide as well as the pre-application meeting to discuss compliance with the Access Code.

2. The purpose of the pre-application meeting(s) is to:

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a) Determine whether the proposed interchange is consistent with Transportation Commission Policy [Directive 1601.0](#) regarding connections to the state highway system.

b) Identify significant issues: Evaluate the general feasibility of a proposed project, including early identification of any anticipated operational, environmental, air quality conformity, access management, public concern and other technical and/or controversial issues. CDOT staff will determine if any recently adopted and/or approved corridor optimization plans, access control plans or other related studies which CDOT staff deems relevant to the potential application can contribute to the analysis required for the application. [The applicant should be aware that FHWA has issued guidance on temporary interstate access during construction \(see Appendix F\).](#)

c) Plan consistency: Review the proposed project for consistency with the Regional Transportation Plan and the applicable corridor vision, goals and strategies in the Statewide Long Range Transportation Plan.

d) Identify the improvement type: Type 1, 2, 2a and the appropriate scope of study required for the Systems Level Study will be determined at the pre-application meeting. The appropriate level of detail and effort will be determined at the pre-application meeting depending on the type and complexity of the interchange proposal. For new interchanges and major interchange modifications, CDOT will expect the applicant to analyze the proposed improvement using the [FHWA Interstate Interchange Modification Request Guidance Policy on Access to the Interstate System](#) (Appendix ~~CB~~).

e) Initial determination of NEPA category: CDOT staff will provide an initial assessment of whether the proposal should be classified as a Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement as well as any other permits that may be required. This initial assessment is subject to revision and modification if additional environmental issues arise.

f) Identify access permitting requirements: CDOT staff will outline access permitting procedures and circumstances when modifications to existing access permits are necessary. Special emphasis will be placed on ensuring the project applicant understands any ~~State Highway~~ Access Code requirements and an Interchange Management Plan is required for any proposed new interchanges – Type 1 or Type 2. Interchange Management Plans require approval from the Chief Engineer.

g) Discuss the cost of application processing: The applicant is responsible for all costs associated with the preparation and processing of the application. An initial estimate of CDOT costs associated with application review and processing should be prepared by the Region and provided to the applicant following this step in the process.

h) Discuss FHWA consultation and involvement: The FHWA representative shall be consulted to determine if the proposal requires federal involvement and if so, the

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necessary level of detail and the most appropriate time to submit a formal request for a determination of engineering and operations acceptability. Additionally, regarding access control to the Interstate and its right-of-way, CDOT staff will determine FHWA involvement consistent with Appendix D.

i) The applicant will implement traffic reduction or Transportation Demand Management (TDM) strategies to preserve the long-term functionality of the constructed interchange improvement. TDM requirements apply to new Type 1 and Type 2 interchange proposals. The proposed TDM improvements will be included for analysis in the ~~Systems~~ Level Study. At the discretion of the Chief Engineer, TDM strategies would apply to all Type 2 interchange modifications on interstate facilities where the current LOS is F, for the current year, during peak hours for the mainline in at least one direction of travel as identified in the System Level Study. Additionally, TDM strategies would be required for Type 2 interchange modifications, if the LOS is predicted to be at level 'F' at the 20-year design year timeframe under a no-build scenario.

Commented [1]: Under no-build condition or with the selected alternative? A build scenario without a LOS F in 20 years does not require TDM strategies ?

As a goal, the recommended TDM strategies should result in a 3% or greater average daily traffic (ADT) reduction for the preferred alternative in Metropolitan Planning Organization (MPO) Boundary Areas and a 1% or greater ADT reduction for the preferred alternative outside the MPO Boundary Areas. The reduction threshold goal shall be calculated from the opening day of the new facility, or 5-years from opening day, if the TDM strategies are implemented on a phased schedule for traffic conditions with the assumption that the interchange improvements have been built. The trip reduction goal applies to the traffic volumes for the interchange ramps (all movements) as identified in the ~~systems level study~~System Level Study. The 3% ADT reduction threshold would apply for Type 2 interchange modifications.

The trip reduction goal applies to the new interchange ramps for opening day (or 5 years if TDM strategies are implemented on a phased approach) as identified in the ~~systems level study~~System Level Study. The applicant shall demonstrate how the project will achieve this goal by implementing a strategy or set of strategies identified in the TDM scorecard corresponding to the scoring range for the interchange type and location. If TDM strategies are implemented incrementally, the reduction goal should be set at an interim point (5-years after opening day) and a design year of 20-years.

CDOT staff and the applicant will agree upon whether the proposed interchange is located inside or outside of an MPO Boundary Area. Additionally, consideration will be given in instances where the proposed interchange is located in a rural area that is adjacent to an MPO Boundary Area. For proposed interchanges outside of the MPO Boundary Area, but are within a census designated Urbanized Area (UZA) areas, the Chief Engineer will consider if the MPO Boundary area scoring range would apply.

The applicant may appeal to the Chief Engineer for a waiver or reduction of the required TDM strategies. That determination may be made based on the following factors:



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- (i) The project interchange is being installed for access to a freight transfer or intermodal facility and TDM strategies would have minimal effectiveness on ADT at the proposed interchange location.
- (ii) The project interchange is being installed in an area that already has functioning TDM strategies, capable of sufficiently reducing future traffic demand at the interchange location.
- (iii) The project interchange is being installed in a rural area to improve safety and resiliency of the overall system, and by its rural nature, is not conducive to TDM strategies at the interchange. In such cases, exemptions or corridor-based TDM strategies may be considered as identified in the rural area consideration section.

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CDOT staff and the applicant will use the TDM scorecard to identify a range of appropriate TDM strategies to implement and help to achieve the desired traffic reduction goal. The TDM scorecard is consistent with the [Statewide Transportation Demand Management Plan \(2019\)](#) and can be used to arrive at the following scoring goals based on the following types of interchange improvements:

<i>Interchange Improvement Type</i>	<i>MPO Boundary Area / Rural Area</i>	<i>Scoring Range (Total Points)</i>
Type 1 (New Interchange / Interstate System)	MPO Boundary Area	100-80
Type 1 (New Interchange / Interstate System)	Rural Area	80-60
Type 2 (New Interchange / State Highway System)	MPO Boundary Area	80-50
Type 2 (New Interchange / State Highway System)	Rural Area	60-40
Type 2 Modification (Interstate System)	MPO Boundary Area	70-50

### **Rural Area Consideration**

CDOT recognizes that TDM strategies can be challenging to implement in parts of the state with low population density and that are rural in nature. To that end, when an applicant is seeking a waiver or reduction of the TDM requirements, staff will consider a rural area waiver or reduction in certain areas of the state, that are rural low density areas that fall both within and outside of MPO boundary areas. Therefore, if the proposed interchange is located in a census defined rural area, and none of the interchange specific strategies identified in this procedural directive are deemed effective, CDOT will consider the following TDM approach:

- (i) If an existing Planning and Environmental Linkage (PEL), NEPA (National Environmental Policy Act 42 U.S.C. Section 4321) Study or other type of transportation planning study that has been adopted that includes the proposed interchange location, and that study also includes TDM strategies within the same corridor, the applicant could implement those strategies and receive the corresponding TDM scoring point value.
- (ii) TDM strategies identified in the PEL or planning study should be within the same MPO boundary area, if applicable, and within the project study area as identified in the System Level Study. TDM strategies must be identified in a planning study that has been approved within the last 5 years from the pre-application meeting.

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### **STEP 2: Initial Inter-Governmental Agreement Approval (IGA)**

3. The Regional Transportation Director must approve the progression of any application to Step 2.

### **STEP 2: Initial Inter-Governmental Agreement Approval (IGA)**

a. The applicant is responsible for all costs associated with the development, administration, and evaluation of proposals for new interchanges or modifications to existing interchanges.

b. An initial Intergovernmental Agreement (IGA) must be developed for Type 1 and 2 improvements, and may be developed for a Type 2a improvement at the discretion of the Regional Transportation Director. If an IGA is developed, then the IGA must between the applicant and CDOT addressing responsibility for:

- (i.a) Anticipated improvement type – Type 1, 2, 2a.
- (ii.b) Anticipated administrative and application costs,
- (iii.e) Anticipated analytical procedures, identification of existing applicable studies
- (iv.d) Anticipated level of design detail
- (v.e) Anticipated schedule
- (vi.f) NEPA category
- (vii.g) Consistency with Regional and Statewide Plan(s)

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- (viii.) Access Permitting Requirements
- (ix.) Other necessary issues identified in the pre-application scoping meeting in Step 1.

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~~Initial IGA's for Type 2a proposals may be developed at the discretion of the CDOT Regional Transportation Director.~~

**STEP 3: Systems Level Study (SLS) Preparation and Interchange Management Plan**

4. A sample IGA is included in Appendix G.

~~**STEP 3: Systems Level Study (SLS) Preparation and Interchange Management Plan**~~

a) A Systems Level Study and Interchange Management Plans are required for both Type 1 and Type 2 proposals.

b) Type 2a proposals do not require a Systems Level Study but should have sufficient data to substantiate the determination of “no potential for significant impact”. Type 2a projects are evaluated in accordance with the FHWA Minor Interchange Modification Request Criteria (Appendix E) and any other procedures necessary to address specific characteristics of the proposal as determined by the Chief Engineer and Regional Transportation Director.

c) The purpose of the Systems Level Study is to identify the short and long-term environmental, community, safety and operational impacts of the proposed interchange, or interchange modification, on the State Highway system and surrounding transportation system to the degree necessary for the Transportation Commission, Chief Engineer, and/or the FHWA Federal Highway Administration as appropriate, to make an informed decision whether a proposed new interchange or interchange modification is in the public interest.

d) The design years for the Systems Level Study shall be the anticipated opening year of the proposed interchange and the year of the applicable long range transportation plan.

5. The Systems Level Study should include substantive information necessary to identify the general location of the proposed improvement and a reasonable range of improvement alternatives necessary for the Chief Engineer and Transportation Commission to make an informed decision on whether to proceed with consideration of the proposed improvement. The data and analysis used to support the Systems Level Study should be used as appropriate in subsequent analysis and evaluation procedures, such as NEPA, access permitting and FHWA Interchange Acceptability Review requirements.

6. The Chief Engineer and/or the Transportation Commission will inform the applicant if the Systems Level Study contains sufficient data and analysis to make an informed decision.

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7. See Appendix B for more detailed guidance on the System~~s~~ Level Study.

8. The System~~s~~ Level Study must address the following requirements:

~~A.a) FHWA Interchange Access Modification Request and Acceptability/Transportation System Analysis: FHWA has established eight policy points which the interchange application must address for interstate related proposals in the FHWA Interstate Interchange Modification Request guidance. These policy points should also be used to guide evaluation of proposals not on the interstate system. The necessary detail and extent of analysis will depend on the location and/or complexity of the interchange application and be determined during the initial scoping meeting(s).~~

~~Recently completed applicable environmental studies, corridor optimization studies and/or access control plans, or other related technical analyses may be used to fulfill the System Level Study requirements in whole or part at the discretion of the Chief Engineer.~~

~~As of May 2017, FHWA has updated the Policy on Access to the Interstate System (see Appendix C). The policy focuses on the technical feasibility of any proposal change in access in support of FHWA's determination of safety, operational, and engineering acceptability. CDOT is allowed to submit one technical report describing the types and results of technical analyses conducted to show that the change in access will not have significant negative impact on the safety and operations of the Interstate System. FHWA will rely on the information developed for NEPA reviews to account for the social, economic, and environmental impacts of the change in access. FHWA will consider and analyze information regarding the technical feasibility of the change in access as a separate review. FHWA's determination of acceptability, along with the supporting information, will be included as an appendix to the NEPA documentation.~~

~~B. FHWA Acceptability: FHWA should be involved in all system level studies that have the potential to affect the interstate system or have the potential of using federal funding or requiring other federal action. Prior to completion of the System Level Study and identification of a range of alternatives for proposals on or affecting the interstate system, CDOT staff should meet with the FHWA Colorado Division Operations Engineer to discuss if any of the alternatives have flaws that would prevent a determination of engineering and operational acceptability. Continuous coordination with FHWA is critical to ensure that any significant FHWA concerns with a proposal are known at the time of consideration of the Systems Level Study by the Chief Engineer and/or Transportation Commission.~~

~~During the Systems Level Study FHWA should be consulted to determine if the proposal requires federal involvement and if so, the necessary level of detail and the most appropriate time to submit a formal request for a determination of engineering and operations acceptability. The request typically occurs after the preferred~~

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~~alternative is identified in the NEPA process. The FHWA Colorado Division Guidance for the Preparation of a FHWA Interstate Access Request is included in Appendix B.~~

**b)C. Environmental Analysis Documentation:**

~~(i) Unless otherwise determined by CDOT staff during the pre-application phase, the applicant should include in the Systems Level Study a screening level evaluation of all reasonably appropriate alternatives for the location of the proposed interchange.~~

~~(ii) The System Level Study should include the draft purpose and need for the proposed interchange/modification and summarize, at a screening level, any potentially significant environmental implications for the range of possible alternatives evaluated in the systems-level analysisSystem Level Study.~~

~~(iii) Public involvement and agency coordination activities related to the proposal that have occurred prior to initiation of this process should be summarized and documented in the System Level Study report. This public involvement and systems level environmental analysis and documentation should be incorporated into and support the subsequent appropriate NEPA document.~~

~~c)D. Access Code Analysis: In addition to the analyses necessary to support items A - C above, analysis necessary to comply with the traffic impact study required under the Access Code should be incorporated into the systems-level analysisSystem Level Study. If this is done, the systems-level analysisSystem Level Study may be used as the traffic impact analysis study required under the Access Code (Appendix B). includes the requirements for a Traffic Impact Study required under the Access Code).~~

~~d)E. Preliminary Financial Plan: The Systems Level Study must include a preliminary financial plan that identifies all sources of funding necessary to construct the proposed improvement, as well as the costs, and responsibility, for design, right of way acquisition, construction, mitigation, operations, maintenance, and replacement of all components of the proposed interchange, as well as the proposed ownership of all components associated with the proposal. The financial plan should discuss the effect of proposed funding on the fiscally constrained Regional Transportation Plan.~~

9. Interchange Management Plan: The Interchange Management Plan should consider local agency public improvement plans, capital improvement plans, and metro districts and should consider implementation timeframe or illustration of phasing. The Interchange Management Plan should illustrate the support for local roadway network.

**10. TDM Requirement**

a) CDOT recognizes that local conditions combined with complex TDM strategies may make it difficult for a traffic model to accurately estimate trip reductions

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due to implementation of TDM. To that end, CDOT has developed the following TDM scorecard that identifies numerous strategies. Strategies with higher point levels provide a higher probability of an applicant reaching the stated goal for the proposed interchange improvement. The point values are intended to serve as a guide and the applicant must still demonstrate how the proposed strategies will achieve the stated reduction goal. The selection of these strategies serves as a good-faith effort by the applicant to achieve the stated traffic reduction goal for the proposed interchange improvement.

**TDM Strategy Scorecard:**

TDM Strategies	Points	Time Commitment of Strategy
<p><b>Mobility Hubs</b> – the mobility hub will include two or more transit services/multimodal options available) The applicant will be responsible for the construction of the mobility hub site and funding for two or more multimodal services or multimodal options for 5 years.</p> <p>The applicant should not have an expectation of Bustang (or CDOT sponsored regional transit service) or CDOT funding for any proposed mobility hub projects.</p> <p>Mobility hubs should be consistent with the most recent Statewide Transportation Plan and Statewide Transit Plan and the CDOT Mobility Hub Guidebook.</p>	80	Maintenance of the facility in perpetuity
<p><b>Shuttles, Feeders, and Paratransit</b> - a public or privately operated shuttle service that serves the new development located at the new interchange.</p>	80	5 Years
<p><b>Vanpool Programs*</b>- A vanpool program that provides service to the development located at new interchange.</p>	80	5 Years

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<b>Mixed-Use/Development</b> - the new interchange is constructed within a high-quality pedestrian-friendly environment with transit-oriented development features and is identified and approved in a local comprehensive plan.	80	Maintenance in perpetuity
<b>Intercity Transit</b> – transit improvements include a new applicant sponsored service that serves the development at the new interchange. The new transit service could be implemented on adjacent or parallel facilities if that approach is determined appropriate by CDOT staff and the applicant.	80	5 Years
<b>Comprehensive ITS Solution</b> – Examples include congestion-reducing adaptive signal optimization, connected vehicles, transit signal priority, count stations, and CCTV cameras to monitor the traffic and safety of all modes.	80	Maintenance in perpetuity
<b>Parking Management</b> - located at the new interchange at business parks, commercial retail locations, or residential communities; the applicant will consider free parking for vanpools and carpools and paid parking for employees.	60	10 Years
<b>Bus Only Lanes, Transit Queue Jumps, Bus Slip Ramps</b> - facilities can be either on-system or off-system and can be built on adjacent or parallel facilities if CDOT staff and the applicant determine that is the preferred approach for improved connectivity.	60	Maintenance in perpetuity

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<b>Local Transit</b> – the expansion of local transit must serve any new development that will be located at the new interchange location.	60	5 Years
<b>Park-and-Ride Lots</b> – applicant would include a park-and-ride as a part of the interchange proposal.	50	Maintenance in perpetuity
<b>Creation of a Transportation Management Organizations (TMO) or Transportation Management Associations (TMA)</b> or financial participation in an existing TMO or TMA that would implement the TDM strategies.	50	3-5 Years
<b>Event-Related TDM Program*</b> examples include Winter or Summer Bike to Work Day, Alternative Mode Challenge Programs and Incentives, and include three or more events held per year.	50	5 Years
<b>School Pool Program</b> – the applicant can implement this program for either K-12 or Higher Education locations or both.	50	3 Years
<b>CV &amp; AV (Connected Vehicle and Autonomous Vehicle) Readiness Projects</b> – examples include implementing a fiber network, Real-time driver information, etc.	50	Maintenance in perpetuity

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<p><b>Telecommuting (Remote work) Program</b> – a telecommuting program offered to employees located at the businesses at the new interchange location. The telecommuting program could be managed by a TMO/TMA or Metropolitan Planning Organization.</p>	<p>40</p>	<p>5 Years</p>
<p><b>Bicycle and Pedestrian Facilities</b> – the interchange proposal would including infrastructure such as bike lanes, bike trails, multi-use trails, sidewalks, or a pedestrian overpass. Bike and pedestrian improvements can be built, at the new interchange location or on adjacent or parallel facilities, if CDOT staff and the applicant determine that is the preferred approach for connectivity or safety reasons.</p>	<p>40</p>	<p>Maintenance in perpetuity</p>
<p><b>Regional Ridesharing Programs</b> - including carpool matching and vanpool programs that could be provided by a Metropolitan Planning Organization or TMA/TMO.</p>	<p>40</p>	<p>5 Years</p>
<p><b>Car-Sharing</b> – a partnership with a carsharing service provider that would serve the development at the new interchange and include designated car-share parking spaces.</p>	<p>40</p>	<p>5 Years</p>
<p><b>Micro-Mobility Sharing Programs</b> - including bike-sharing, scooter-sharing, and E-bikes that would be located at the businesses at the new interchange location.</p>	<p>40</p>	<p>3 Years</p>
<p><b>Conventional Transit Service Upgrades</b> - this may include operational improvements such as bus signal queue jumps, or infrastructure improvements such as covered bus shelters.</p>	<p>40</p>	<p>Maintenance in perpetuity</p>
<p><b>Modal Subsidies and Vouchers</b> - examples include RTD Eco-passes or vanpool program subsidies.</p>	<p>40</p>	<p>5 Years</p>

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<b>Transportation Management Organization's Participation</b> – applicant becomes a financial participant or member of an already established TMA/TMO.	30	3 Years
<b>Bicycling to Work</b> - implementation of a Bike to Work Day event or program	20	5 Years
<b>Variable Work Hours</b> – implementation of variable work hours program for employees located at the businesses at the new interchange	20	5 Years
<b>Guaranteed Ride Home*</b> - implementation of the Guaranteed Ride Home Program for employees who commute by alternative modes.	20	5 Years
<b>Bike and Pedestrian Supporting Infrastructure</b> - infrastructure like bike repair station or E-Bike chargers, bike parking, bike lockers, and/or bike shelter*	10	Maintenance in perpetuity
<b>Applicant funds staff position to implement TDM program</b>	10	3 Years
<b>Education and promotions of the recommended TDM strategies and programs*</b>	10	3 Years

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\* Complimentary or supportive strategies that should be combined with existing TDM programs or other proposed TDM strategies that have a higher point value.

Subject

Number

**Implementation of Policy Directive 1601—Requests for Interchange Access and Modifications to Existing Interchanges on the State Highway System**

**1601.1**

**d)** The applicant will pair one or more of the TDM strategies to meet the desired scoring range of the respective interchange improvement type. Applicant and CDOT staff are encouraged to use the TDM strategy list to determine appropriate TDM strategies. If the applicant proposes an additional TDM strategy, which is not listed on the scorecard, the applicant will analyze the strategy for its potential to reduce ADT and improve LOS and provide this assessment to CDOT. CDOT will then decide and assign a point value to the proposed TDM strategy.

**e) Project Specific TDM Plan**

Upon review of the proposed TDM scoring goal and strategy scorecard, the applicant will develop a project-specific TDM plan, as a part of the System Level Study, which will demonstrate how the selected TDM strategy/strategies will achieve the appropriate target goal. The applicant is expected to put forth a good-faith effort in developing a project-specific TDM plan that includes the following elements:

- **(i)** Explanation of the proposed TDM strategy or strategies. If the applicant selects more than one strategy, the applicant will include a discussion on how those strategies function together and provide co-benefits.
- **(ii)** Inclusion of the TDM strategy in the interchange design if applicable.
- **(iii)** Explanation of how proposed TDM strategies will function within the context of the proposed new interchange improvement.
- **(iv)** TDM strategy implementation schedule.
- **(v)** Explanation of how the proposed TDM strategies will function to complement existing TDM programs and infrastructure to ensure that the proposed TDM improvements do not detract or serve as a replacement from existing TDM strategies. The applicant will include a discussion on how the proposed strategies will coordinate with existing TDM efforts.
- **(vi)** Analysis of how the proposed TDM strategies will achieve the stated goal. This analysis can be performed through traffic modeling or a reasonable estimate developed by a traffic engineer.
- **(vii)** An estimated cost for the proposed TDM strategies and a discussion of the funding sources and the amounts committed from each of the respective sources.
- **(viii)** Description of any marketing or promotion strategies for the proposed TDM improvements
- **(ix)** If appropriate, the applicant could consider interim TDM strategies that are implemented to improve mobility during construction.
- **(x)** Identification of responsible parties and partner organizations for TDM implementation and include any agreements in the final IGA.
- **(xi)** The applicant should propose a TDM evaluation framework to identify strategy effectiveness and report TDM performance to CDOT for a minimum of one-year after the opening of the new interchange facility.

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The agreed-upon TDM strategies will be included in the final IGA identified in Step 7 of this process.

**STEP 4: Approval of Systems Level Study**

1. Approval of the Systems Level Study does not pre-determine a preferred alternative or screen out other alternatives before the supporting analyses are presented for comment to the public through the appropriate NEPA process (The NEPA public involvement/scoping process should be initiated prior to consideration of the Systems Level Study by the Transportation Commission or Chief Engineer).

a) 2. Types of Proposals

Type 1 Proposals: The Transportation Commission will take action following consideration of the Systems Level Study report for Type 1 proposals. If the preferred alternative identified in the environmental document is materially different from that identified in the Type I Systems Level Study approved by the Transportation Commission, the Chief Engineer must consult with the Transportation Commission prior to signing the applicable environmental document. A sample resolution for approval by the Transportation Commission is attached as Appendix H.

Type 2 Proposals: The Chief Engineer will take action following consideration of the Systems Level Study report for Type 2 proposals. A transmittal memo to the Chief Engineer is attached as Appendix I. The Chief Engineer may elevate any Type 2 proposal to the Transportation Commission for consideration.

Type 2a Proposals: The Chief Engineer may delegate Type 2a proposals to the Regional Transportation Director. No System Level Study is required for a Type 2a proposal.

b) 3. Chief Engineer Appeals: An applicant may appeal the Chief Engineers decision to the Transportation Commission only if the applicant alleges the decision is inconsistent with Transportation Commission policy.

c) 4. Approval Conditions: Approvals of the Systems Level Study by the Transportation Commission or the Chief Engineer are conditioned on:

(i) 1. The proposed interchange being included in the fiscally constrained portion of the applicable Regional Transportation Plan, Transportation Improvement Program, State Transportation Plan and State Transportation Improvement Program. Approval of a 1601 application by the Transportation Commission or the Chief Engineer does not ensure incorporation of the proposed interchange in the fiscally constrained Regional Transportation Plan by the corresponding MPO/TPR.;

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~~(ii)~~<sup>2</sup>. Approval of the applicable FHWA interchange access, design and environmental decision documents by the Chief Engineer and/or FHWA as described in Step 6; and

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~~(iii)~~<sup>3</sup>. Approval of the Final Maintenance and Operations IGA by the Chief Engineer consistent with the financial plan included in the Systems Level Study report as described in Step 7.

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~~d)~~<sup>5</sup>. **Demonstration of Progress:** The Systems Level Study approval lapses if the applicant has not shown significant progress towards implementation within three ~~(3)~~ years of the System Level Study approval. The applicant may submit a written request to the Chief Engineer for a one-year time extension. No more than two ~~(2)~~ one-year extensions may be granted by the Chief Engineer.

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**STEP 5: MPO/TPR Board Approval**

~~12.~~ The applicant shall provide a copy of the Systems Level Study to the affected MPO/TPR upon completion, for consideration during the regional plan amendment process.

~~13.~~ The proposed interchange must be consistent with the applicable fiscally constrained Regional Transportation Plan and Transportation Improvement Program (TIP) in air quality non-attainment areas before the environmental decision document can be signed by FHWA or the Chief Engineer.

~~14.~~ If the project is not already identified in the current Regional Transportation Plan RTP, the applicant should allow for the necessary time necessary for the MPO/TPR to consider regionally significant interchange modifications to the system if the project is not already identified in the current RTP. The applicant should work with CDOT staff and the applicable MPO/TPR to ensure the plan amendment process is followed and to minimize delays. The plan amendment process may be initiated prior to the approval of the application by the Transportation Commission or the Chief Engineer; however, the final MPO/TPR Board action should not occur until the proposal has been acted on by the Transportation Commission or Chief Engineer.

~~15.~~ On occasion a Regional Planning Council/MPO may have included an interchange in the fiscally constrained Regional Transportation Plan prior to 1601 consideration by the Transportation Commission or Chief Engineer. In such cases, CDOT should request that the Regional Planning Council explicitly note in the regional plan:

- ~~a)~~<sup>1</sup>-that the interchange must be funded with local dollars; and
- ~~b)~~<sup>2</sup>-that inclusion of the interchange in the plan does indicate support or approval of the interchange by the Transportation Commission or CDOT; and
- ~~c)~~<sup>3</sup>-that the proposed interchange is subject to the requirements of Policy Directive 1601, and

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~~d) 4.~~ May not be implemented unless approved in accordance with Policy Directive 1601.

**STEP 6: Design and NEPA Approval Process**

~~16.~~ Conceptual design and environmental documents must be approved by the Chief Engineer and FHWA as appropriate with the exception of Type 2a improvements that have been delegated by the Chief Engineer to the Regional Transportation Director.

~~172.~~ The final environmental document must comply with all applicable NEPA requirements and be consistent with the policies and procedures outlined in CDOT’s Environmental Stewardship Guide.

~~183.~~ Design must be consistent with applicable state standards and specifications and completed to the detail necessary for the Chief Engineer to ensure the safe and functional operation of the interchange through the design year and to ensure that construction, mitigation, operations, maintenance, and ownership agreements are clearly analyzed and documented at a level necessary to support the Design and Operations IGA specified in Step 7.

~~19.4.~~ The Chief Engineer may not give final approval of any application will not be given unless and until the following findings can be made:

a) Regional/Statewide Transportation Plan: The proposed project is consistent with the fiscally constrained Regional and Statewide Transportation Plan.

b) Environmental Analysis: The NEPA process has been completed and an appropriate decision document has been approved by the CDOT Chief Engineer (non-federal action) or FHWA (federal action), as appropriate. If the preferred alternative identified in the environmental document is materially different from the Type I ~~systems-level study~~ System Level Study, approved by the ~~Transportation~~ Commission, the Chief Engineer must consult with the ~~Transportation~~ Commission prior to signing the applicable environmental document.

c) FHWA Interchange Access Approval: FHWA has granted final approval of the access for interstate-related proposals. This may require additional FHWA review after completion of the NEPA decision document.

d) Access Code: The design report addresses any Access Code related requirements not already addressed in the design, NEPA or ~~S~~systems ~~L~~level ~~S~~studies.

**STEP 7: Final IGA**

~~204.~~ Upon completion and approval of the final IGA, CDOT will issue a CDOT state highway access permit and a notice to proceed given by the Region Transportation Director or delegee. The IGA must define a funding plan which identifies all sources of funding

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necessary to construct the proposed improvement, the costs and responsibility for design, right-of-way acquisition, construction, mitigation, operations, maintenance, and replacement of all components of the proposed interchange, as well as the proposed ownership of all components associated with the proposal. This funding plan must clearly identify the costs associated with each of the elements identified in item 2 below, which are the responsibility of the applicant unless otherwise agreed to by the Transportation Commission as documented in the IGA.

~~a)2.~~ The applicant is responsible for all costs associated with construction, operation, maintenance and replacement of a new interchange on the state highway system at a level sufficient to safely and efficiently handle design year traffic levels.

~~3.b)~~ In instances where a ~~Ce~~ost-~~S~~sharing ~~A~~greement in a proposed IGA is materially different from the preliminary financial plan approved by the Transportation Commission as part of the ~~Systems-System~~ Level Study report, the financial plan must be resubmitted to the Transportation Commission for approval before proceeding to the next step.

~~4.c)~~ Any funding plan that anticipates federal or state highway funds that are not included in, or are inconsistent with, the adopted State and Regional Transportation Plans, Transportation Improvement Program (TIP) and/or Statewide Transportation Improvement Program (STIP), and the current annual construction budget cannot proceed until the applicable Transportation Plan, TIP and STIP is amended by the MPO and ~~the Transportation~~ Commission, as appropriate, to reflect the changed use of state or federal funds.

~~215.~~ The applicant must complete a final ~~IGA~~Inter-Governmental Agreement, consistent with ~~the Policy Directive 1601.0~~, which addresses the following:

~~a)a-~~ Designation of ownership of all physical features and related facilities including but not limited to the following:

- ~~(i)~~ The interchange structure including associated signing, lighting, culverts, etc.
- ~~(ii)~~ Right-of-way (ROW) and access management associated with the interchange
- ~~(iii)~~ Ramps associated with the interchange
- ~~(iv)~~ Other related facilities such as signals, traffic control devices, bike paths, pedestrian facilities, park-n-ride facilities, environmental mitigation, etc.

~~b) b-~~ The costs associated with the development and construction of the interchange to standards prescribed by the Chief Engineer, including but not limited to the following categories:

- ~~(i)~~ Completion of all environmental studies and permits
- ~~(ii)~~ Costs for any environmental mitigation (including long-term monitoring) identified in the environmental document and applicable permits
- ~~(iii)~~ Access Permit fees

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- (iv) Preliminary design
- (v) Purchase of any required ROW
- (vi) Utility relocation costs
- (vii) Final design
- (viii) Actual construction costs
- (ix) Costs for construction management
- (x) Costs for minimum landscaping
- (xi) Costs for landscaping above minimum standards, consistent with mitigation measures identified in the environmental document.
- (xii) Costs for minimum lighting
- (xiii) Costs for lighting above minimum standards
- (xiv) Traffic control signals and signs
- (xv) Additional improvements to the corridor/Future capacity improvements
- (xvi) Transit Related improvements
- (xvii) Upgrades or redesigns of the structure in the future
- (xviii) CDOT staff costs for design reviews, construction inspection and oversight

c) e- The costs for maintenance activities which are to be conducted as prescribed by generally accepted CDOT practices, including but not limited to the following categories:

<b>Maintenance</b>	<b>Rehabilitation</b>	<b>Replacement</b>
Surface condition on ramps/structures	Resurfacing ramps/structures	Roadway reconstruction on ramps/structures
General maintenance of the structure	Rehabilitation of the structure/painting	Replacement of the structure
Landscaping	Landscaping	Landscaping
Lighting	Lighting	Lighting
Traffic signals/ITS devices	Traffic signals/ITS devices	Traffic signals/ ITS devices
Signs	Signs	Signs
Structure inspection costs		
Utilities	Utilities	Utilities
Drainage	Drainage Rehab.	Drainage Reconstruction
Frontage and service roads	Frontage and service roads	Frontage and service roads
Safety features such as guardrail, etc.	Safety features such as guardrail, etc	Safety features such as guardrail, etc.
Pavement markings	Pavement markings	Pavement markings
Snow and ice control		
Overall general maintenance such as sweeping, painting, trash pick-up, etc.		
Bike paths, pedestrian, park-n-Ride, etc. facilities	Bike paths, pedestrian, park-n-Ride, etc. facilities	Bike paths, pedestrian, park-n-Ride, etc. facilities
Operation of traffic control equipment		Replacement of traffic control equipment
Other transportation demand management activities		



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d) In instances where an interim intersection or phased interchange construction is planned prior to the construction of the complete interchange, the final IGA shall include a phasing plan, indicating milestones, and define performance, financial or other triggers that will mandate construction of the various phases planned.

e) The final IGA shall be submitted to the Chief Engineer for action. The applicant will be notified of the Chief Engineers decision.

f) Upon completion and approval of the Final IGA, CDOT will issue a CDOT state highway access permit. The Final IGA and the access permit will serve as the enforcement document to ensure all parties abide by the items agreed upon within the IGA. A sample Final IGA is attached as Appendix G.

**V. FISCAL IMPACT**

This Procedural Directive should result in a positive fiscal impact to CDOT since it requires local applicants to cover CDOT costs for processing and administering these procedural requirements and reduces duplicative regulatory procedures.

**VI. IMPLEMENTATION PLAN**

Upon adoption, all divisions of the Colorado Department of Transportation shall implement this Procedural Directive.

The Office of Policy and Government Relations shall post this Procedural Directive on CDOT's intranet as well as on public announcements.

**VII. REVIEW DATE**

This Procedural Directive shall be reviewed on or before November 2026

\_\_\_\_\_  
Shoshana Lew  
Executive Director

\_\_\_\_\_  
Date of Approval



**COLORADO**  
**Department of Transportation**

Division of Transportation Development  
Environmental Programs Branch  
2829 W. Howard Place, 4<sup>th</sup> Floor  
Denver, CO 80204-2305

TO: Transportation Commission

FROM: Rebecca White - Director, Division of Transportation Development (DTD)  
Jane Hann - DTD, Environmental Programs Branch Manager

DATE: April 14, 2021

RE: CDOT Environmental Program Overview

**Purpose:** The purpose of this memorandum is to provide a summary of a presentation on CDOT's Environmental Program.

**Action:** Informational. No action required.

**Background:**

CDOT's Environmental Program is managed statewide by a combination of headquarters and regional staff.

Headquarters staff in the Environmental Programs Branch (EPB) is part of the Division of Transportation Development under Rebecca White. EPB creates guidance, manuals, and trainings, provides permit compliance support, and adds staff to the regions to cover resources such as paleontology, archaeology, history, biology including wetlands and endangered species. EPA also supports water quality, sustainability, air quality, noise abatement, greenhouse gases, environmental documentation that satisfies the National Environmental Policy Act (NEPA), landscape architecture and revegetation/soil management support, visual resource impact assessment and mitigation, regulatory and compliance assistance, Section 4(f) of the Department of Transportation Act (parklands, recreation, historic resource, and wildlife study area protections), Section 6(f) of the Land and Water Conservation Act protections (protecting resources where these kinds of funds have been utilized).

Additionally, each region has its own environmental program that handles project development in planning and in construction, and provides input and support to EPB's efforts to create guidance, trainings, and templates that help streamline and support their efforts at the project level. There is a Regional Planning and Environmental Manager in each region (or in R1's case, both a Regional Environmental Manager and a Regional Planning Manager) that leads the regional program. Each region also has some specialists that are supplemented by specialists in EPB (e.g., EPB has the only paleontologist, and the only archaeologists in the state.)

**Details:**

CDOT's Environmental Program is successful because of the highly skilled and motivated staff that work in this program. The staff support each other regardless of region or HQ focus, work across division boundaries to make sure the program improvements are helpful and accepted across the board, work with outside agencies and municipalities including assisting in training them to understand the needs of the environmental regulations and the streamlining efforts that have been accomplished within CDOT's processes, and work with the regulators in a supportive and helpful fashion where they share their expertise with them to develop innovative and nationally-recognized programs, guidance, templates, and tools. Environmental has a great relationship with engineers, regulators, and other organizations because we keep our eye on the goal of doing what's right, but doing it in the most streamlined way possible to have a win-win for all concerned.

**Next Steps:** None

**Attachments:** Attachment A: Environmental Programs Presentation





**COLORADO**

**Department of Transportation**

# Environmental Programs Overview, April 14, 2021



# Environmental Statewide Program



HQ & Region  
Planning and Environmental Managers  
*HQ: Jane Hann (30)*  
R1: Vanessa Henderson (20)  
Jordan Rudel  
R2: Rob Frei (9)  
R3: Dave Cesark (9)  
R4: Jim Eussen (10)  
R5: Tony Cady (8)  
Property Management (5), Maintenance (others)



# Environmental Programs | Key Messages

## What We Do:

Environmental helps CDOT transportation actions subject to 40+ federal and state environmental laws

- **Program Support:** Developing environmental policy, procedures, specs, templates, programmatic agreements, guidance, and training.
- **Project Support:** Provides additional environmental staff from HQ to the regions to help with actions that disturb structures or the ground.  
(e.g. paleontologist, archaeologists, landscape architects, water quality staff, biologists, etc. )

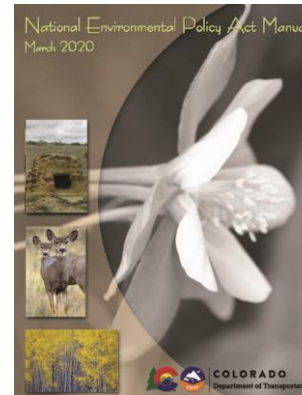
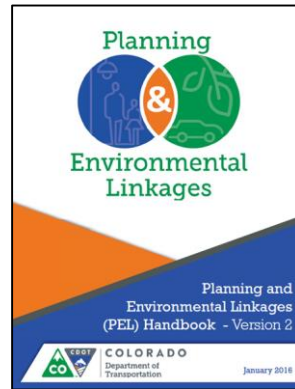
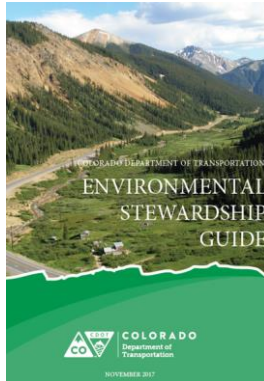
**And We Have Accomplished Some Great Things for Colorado's Environmental Resources!!**



# Environmental Programs | Environmental Policy

This group includes NEPA Specialists that know about various regulations, Hazardous Materials Specialists, GIS

NEPA/PEL Programs



Hazardous Materials



Section 4(f) Dept. of Transportation Act

Section 6(f) Land & Water Conservation Act

Virtual Public Meetings

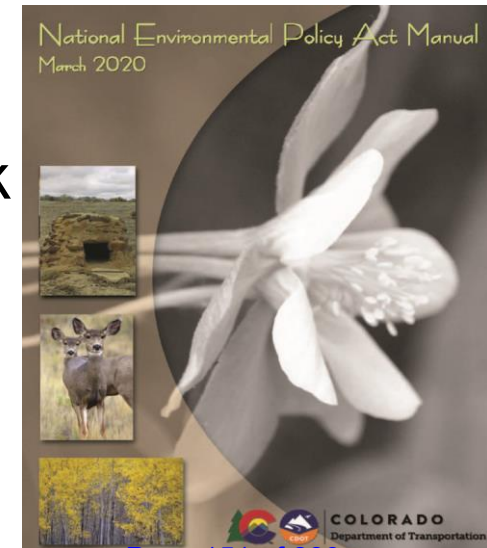




# Environmental Programs | Environmental Policy

## Notable Successes

- 1) I-270 virtual meetings
- 2) Many Programmatic Agreements (PA)
- 3) *de minimis* Section 4(f) guidance document
- 4) Developed a Section 6(f) map of resources
- 5) CDOT's NEPA Manual - AASHTO's model
- 6) EA/FONSI/Catex Templates
- 7) Planning and Environmental Linkages (PEL) Program Handbook
- 8) Environmental Stewardship Guide
- 9) Environmental Template for design/build procurement
  - first in the nation





# Environmental Programs | Cultural Resources/Paleontology

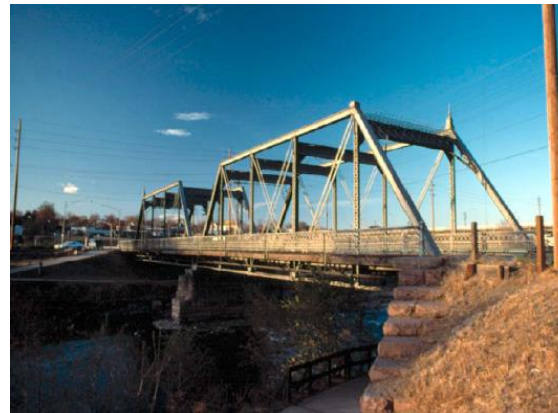
Historians, archaeologists, and paleontologists work on these resources

History project examples

**Irrigation Ditches**



**Old Bridges**



**Rock Walls**



Archaeology site example

**Pit Houses**



**Leaf Fossils**



Paleontology fossil example





# Environmental Programs | Cultural Resources/Paleontology

## Notable Successes

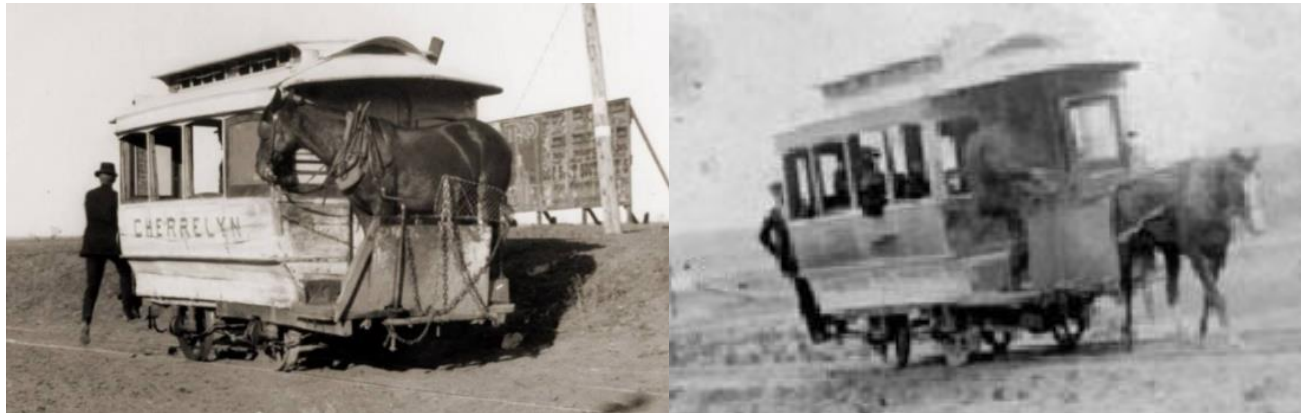
- 1) CDOT's History Colorado Programmatic Agreement as a national example
- 2) Outstanding Award-Winning Cultural Resources Program; staff interviewed
- 3) Largest Archaeo Dig in CDOT history  
In R5's US550/160 project





## Notable Successes Cont.

- 4) 46 Bridges now on CO Most End Places
- 5) Phase I of Historic Bridge Management Plan highlighted eligible bridges remaining
- 6) R2 Cimmaron Project incorporated old building rubble (decorative stones) into trail project nearby
- 7) Georgetown Historic District Rock Fall Mitigation - Netting Matched Rock Color
- 8) Conducted a Historic Streetcar Study statewide

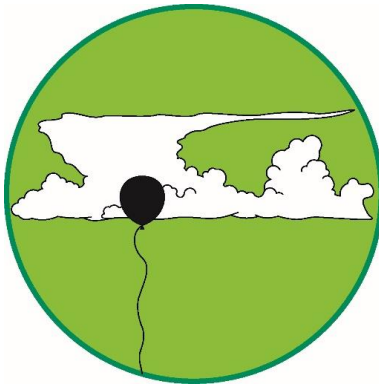




# Environmental Programs | Air Quality/Noise/GHG/Sustainability

This group includes air quality/GHG, sustainability, and noise specialists

Air Quality  
Improvement



Noise  
Abatement



Greenhouse Gas  
Reduction



Sustainability  
Program





# Environmental Programs | Air Quality/Noise/GHG/Sustainability

## Notable Successes

- 1) AQ Project-Level Analysis Guidance - More detail than most DOTs
- 2) Just hired a GHG Climate Action Specialist
- 3) Major Update to Noise Analysis & Abatement Guidelines that may get a National Award Noise Report Template Developed/Revised
- 4) Sustainability Accomplishments: Community Solar Gardens Subscriptions, Sustainability On-Line Training, Electric Vehicle Charging Stations support, energy audit and resulting savings, Reclaimed Asphalt Pavement use, Auto Vehicle Locators.



- 5) Haz Mat: R2 Ilex Project - first ever Voluntary Clean Up & also have an internal Haz Mat Database subscription



# Environmental Programs | Biological Resources

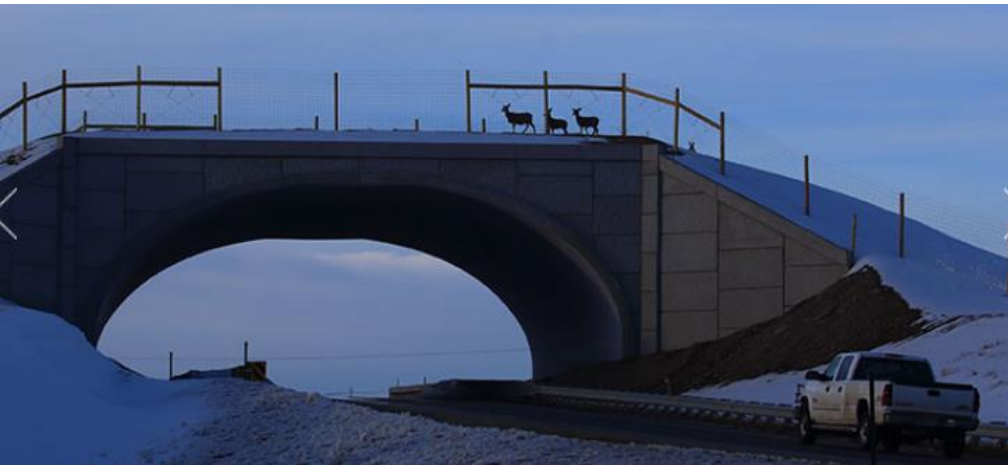
## Endangered Species



## Wetlands Tasks Requiring a Permit



## Wildlife/Vehicle Protections



## Bats on Bridges

Is a Bat Using This Bridge?





## Notable Successes

- 1) USFWS Liaison Reduces Endangered Species Clearance times
- 2) Prebles (PMJM) mitigation success standard developed & Mitigation Banks established
- 3) Statewide Impact Findings Tables (SWIFT)
- 4) Bats and Bridges Training Video 2020



Is a Bat Using This Bridge?

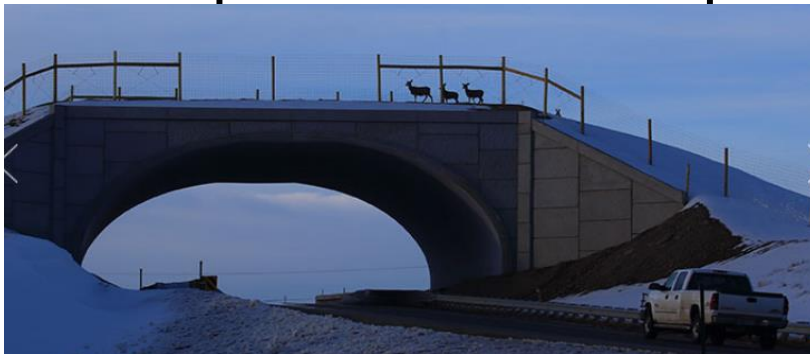


Type of Consultation	Standard USFWS days until due (working days)	CDOT – USFWS Liaison Average Days
Technical Assistance	30	10
Informal	60	18
Formal*	135	67



## Notable Successes Cont.

- 5) CDOT Pollinator Videos and Management Plan 2020 (I-76)
- 6) In lieu fee mitigation program for the endangered Canada Lynx
- 7) Wetland Mitigation Fund that pre-purchases wetland mitigation credits
- 8) Successful Prairie Dog Relocations
- 9) Westslope Wildlife Transportation Study





This group includes Water Pollution Control Managers and Stormwater Specialists and are responsible for:

- Construction Monitoring for Erosion and Sediment Control
- Permanent Water Quality Facility Installation & Maintenance
- Public Education and Outreach
- Pollution Prevention & Good Housekeeping at CDOT facilities
- Wet-Weather Monitoring
- Illicit Discharges by others in our ROW and Highway Spills







# Environmental Programs | Water Quality

## Notable Successes

- 1) Old WQ Training Facility was built as a result of an audit/2005; sun-setted the audit; and our new “Tom Boyce Water Quality Training Facility” is now in Aurora
- 2) EPA just bragged about CDOT’s success story on cleaning up Straight Creek from sediment impairment
- 3) CDOT has built a strong WQ program that withstood an EPA audit in 2015 without fines. Yet, we continue to improve on it, impressing the regulators and building trust.
- 4) Our stormwater program has a relationship with Colorado Stormwater Council and the Colorado Infrastructure Catalog now complete.
- 5) Use of Survey 123 aps and GIS to strengthen regulatory compliance, and streamline processes.



**NONPOINT SOURCE SUCCESS STORY**

*Colorado*

Restoration of Straight Creek along I-70 at the Continental Divide



# Environmental Programs | Landscape Architecture

This group includes licensed Landscape Architects and Landscape Specialists

They do  
Urban and Corridor Design



They are Protecting  
Landscapes

They are Stabilizing  
Disturbed Areas



They consider and assess  
Visual Resources



## Notable Successes

- 1) Visual Impact Assessment Guidance - simplified FHWA's guidance for CDOT
- 2) Stormwater Management Plan Preparation and Review Classes to communicate what is required by regulation by CDOT-created templates.
- 3) Improvement of revegetation specifications on projects to close out projects sooner; piloted this on a number of projects before implementing. This is borrowed by others.
- 4) Developed standardized seed lists by ecotype to assist projects in seed-mix selection.
- 5) Create corridor visions and landscaping successes, as well as select artwork for projects



*CDOT applied design guidelines and visual mitigation goals to create naturalized rock cuts and to retain native forest vegetation along SH 74 (Evergreen Parkway) using an interdisciplinary design process.*



I-70 near Grand Junction - CDOT Region 3

NATURAL



# Environmental Programs | Emergency Event Planning

1) TERC - Transportation Environmental Resources Council since 2002



2) Environmental Flood Response/  
Environmental Compliance Assistance - 2013



3) Environmental Fire Response/Revegetation

Hermosa Creek- a year after the fire





# Environmental Programs | Emergency Event Planning

## Notable Successes:

- 1) The River and the Road book was developed after the 2013 Big Thompson Flood. FEMA was so impressed with the quickness of response by CDOT - and credited this to our relationship with TERC
- 2) Vegetation regrowth already showing up from the 2020 burns along I-70 due to CDOT's rapid and innovative response to soil management
- 3) CDOT Environmental Staff is efficient at collaboratively working across divisional, regional/HQ groups, local governments, and agency regulators.



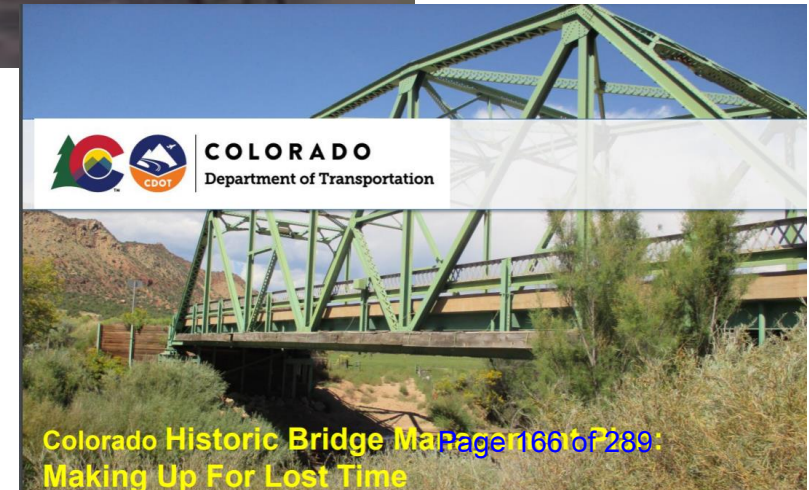
County Road 202 – during 416 fire County Road 202 - a year after fire





# Environmental Programs | Wrap Up Future Features Being Worked On

- 1) Statewide Paleo Database being built
- 2) Visual Impact Assessment Preparer Training
- 3) East-slope & Plains Wildlife Prioritization Study
- 4) Phase II Bridge Management Plan
- 5) Drone research for water quality compliance and wetland mapping



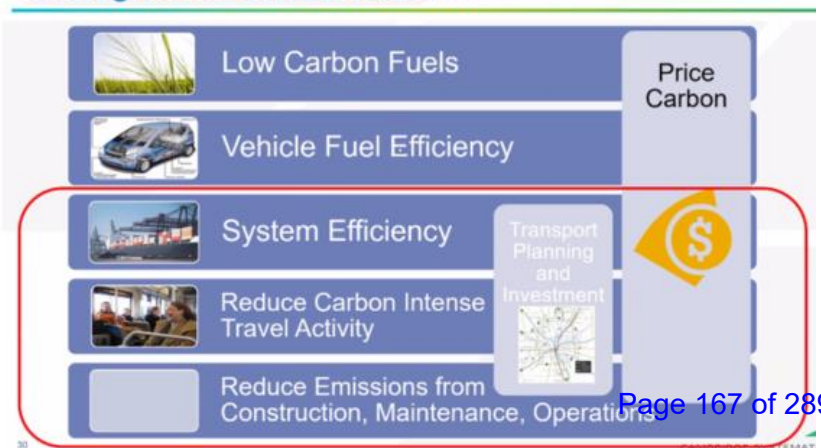
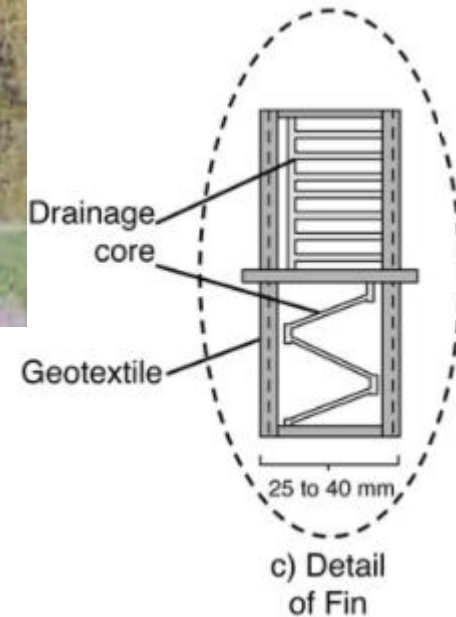


# Environmental Programs | Wrap Up Future Features Being Worked On, cont.

- 6) Look at fiber optics as a way to detect wildlife
- 7) Moving the e-inspections for stormwater to a new system that will be even more supportive of program and project compliance.
- 8) Studies to improve stormwater compliance - product evaluation and facility review such as for infiltration basins and median filter drains
- 9) Revegetation & soil prep training videos for use in the field
- 10) GHG reduction regulations coming and CDOT working to figure out how this can be implemented in planning
- 11) Sustainable Construction (GHG, PM2.5, dust)



Strategies for GHG Reduction





# Environmental Programs | Wrap Up Future Features Being Worked On, cont.

- 12) Ozone standards are getting tougher, so working on how this affects CDOT projects
- 13) Virtual meetings and how to use them better - working on templates to do this in-house
- 14) Increased partnership with DNR/Dept of Ag/CO Land Board for living snow fences/pollinator study
- 15) Air monitoring for various construction projects
- 16) Changes in US/DOT administration direction - CDOT will be working with FHWA to implement changes as soon as guidance comes out of FHWA HQ



***The ask - do you have a focus or goal that we have not mentioned that you would like us to look into?***





# ENVIRONMENTAL SUCCESS IS CREATED BY EVERYONE

**Many Thanks to Everyone Who Supports CDOT's  
Environmental Stewardship Without Whom this  
Program Would not be Successful**

**“CDOT will support and enhance efforts to  
protect the environment and quality of life for  
all of Colorado's citizens in the pursuit of  
providing the best transportation system and  
services possible”**

**CDOT's Environmental Ethics Statement**



**COLORADO**  
Department of Transportation

Division of Transportation Development  
2829 W. Howard Place  
Denver, CO 80204-2305

MEMORANDUM

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**TO:** THE TRANSPORTATION COMMISSION  
**FROM:** REBECCA WHITE, DIR, DTD  
THERESA TAKUSHI, GREENHOUSE GAS CLIMATE ACTION SPECIALIST  
**DATE:** APRIL 14, 2021  
**SUBJECT:** GHG TRANSPORTATION POLICY/RULEMAKING

Purpose

This memo explains the status of the GHG Transportation Policy/Rulemaking Process.

Action

N/A

Background

One of the key recommendations stemming from the Governor's Greenhouse Gas Pollution Reduction Roadmap is the adoption of a new GHG Pollution Standard for the transportation sector. This rule is being developed via the Air Quality Control Commission process with the parallel development of a CDOT Policy Directive. The timeline for this effort is to draft a policy directive (and draft reg text) by May 2021 with final approval occurring in August 2021. In addition to having an active role in the rule development, CDOT is also working to ensure this effort is fully informed by transportation stakeholders from around the state.

To date, CDOT has held over 25 stakeholder meetings, including 6 regional meetings, and reached over 125 stakeholders. The outreach has focused on seeking input on the overall concept of setting a GHG budget for transportation plans; including identifying concerns and factors CDOT should consider. Some of the main themes that have been heard as a result of the stakeholder meetings completed to date include the following: rural and regional differences, incentives vs. penalties/unfunded mandate (carrots vs. sticks), equity considerations, enforcement, MPO roles and responsibilities, clarification on capacity projects, how this impacts the 10 year plan and adopted regional plans, and cost concerns.



In collaboration with CDPHE, CDOT has drafted preliminary regulatory language with considerations of the stakeholder input received to date. CDOT has also drafted an initial policy directive. Both the rule and the policy will soon be available to stakeholders for comments and feedback.

Another round of regional meetings will occur in early April, as listed below for discussion of the modeling, draft regulation and draft policy directive. The Department plans to continue to engage stakeholder groups on an ongoing basis in the development of the policy directive. CDOT continues to meet twice a month with a statewide advisory group formed to advise CDOT throughout this process.

#### **Next Regional - GHG Stakeholder Meetings**

Friday April 9 - 1-2:30pm (Region 1 - Denver Metro Area)

Monday April 12 - 10:30-12pm (Region 2 - South/Southeast)

Monday April 12 - 1-2pm (Region 3 - Northwest)

Friday April 16 - 10:30-12pm (Region 4 - Northeast)

Friday April 16 - 1-2pm (Region 5 - Southwest)

If you are interested in attending these regional meetings please register on [CDOT's GHG Webpage](#). An invitation has been sent to all attendees from the February and March regional meetings.

CDPHE will be hosting additional listening sessions on the Transportation Rulemaking package. Those meetings will be posted on their [website](#).

#### **Next Steps**

CDOT staff will provide monthly updates throughout the rulemaking and policy development process.





**COLORADO**

Department of Transportation

# Greenhouse Gas Pollution Standard For Transportation Planning

Transportation Commission - April 14, 2021



# Agenda

1. Background - Colorado's Climate Legislation & GHG Goals
2. Proposed rule and policy for transportation sector
3. GHG Modeling for Transportation in Colorado
4. Next Steps



# Colorado's Efforts To Address Climate Change

## HB-1261

- Colorado General Assembly passed House Bill-1261 in 2019  
*The Climate Action Plan to Reduce Pollution*
- GHG reduction targets:
  - 26% by 2025, 50% by 2030, and 90% by 2050 from 2005 levels

## GHG Roadmap

- Lays out near/long term actions in every sector to meet the established targets





# Regulatory Approach

## CDPHE GHG Rule

Initial Draft Rule development led by CDOT & Transportation Stakeholders

Rulemaking Process led by CDPHE & supported by CDOT

Approved by the Air Quality Control Commission

## CDOT GHG Policy

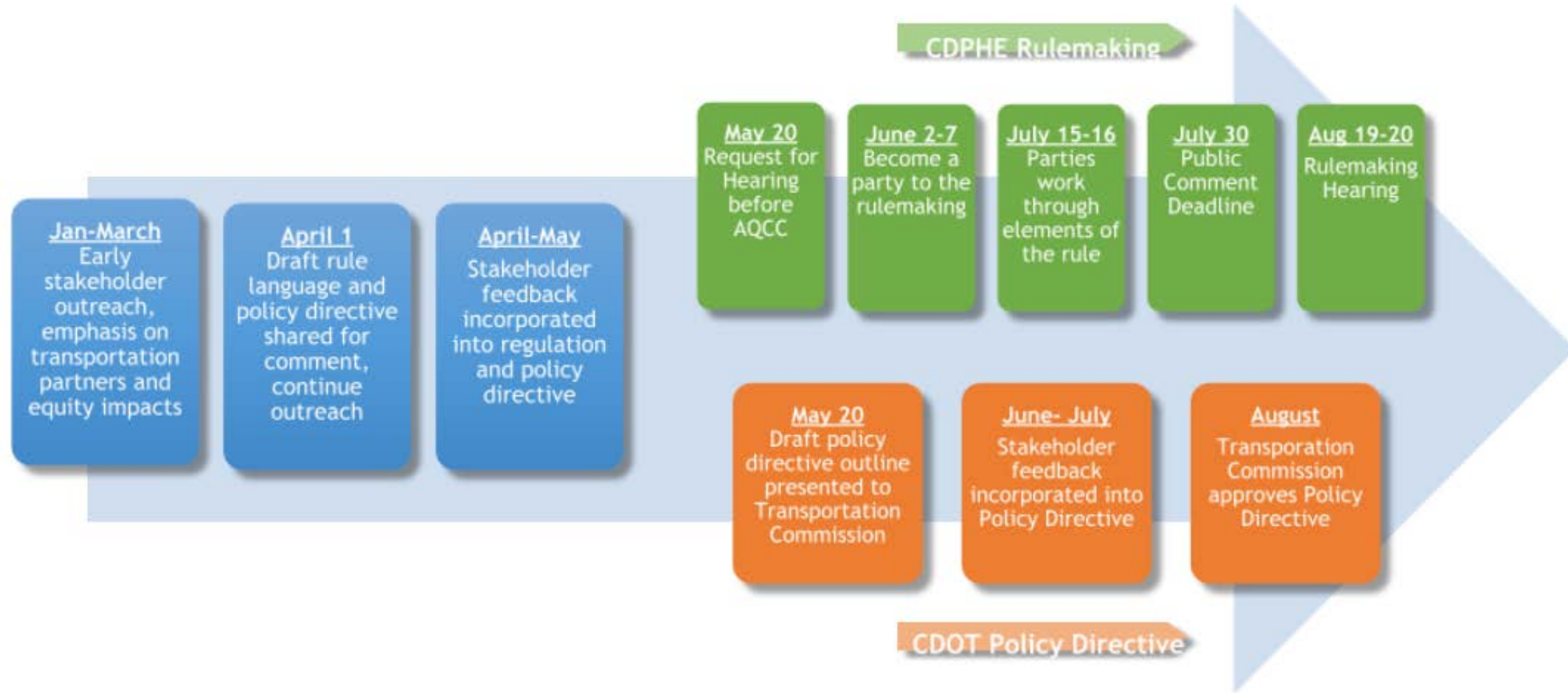
Led by CDOT

Informed by Stakeholders, Advisory Group

Approved by the Transportation Commission



# Timeline: GHG Transportation Planning Rule and Policy







# Incorporating Stakeholder Feedback

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Over 25 Meetings Held, Over 125 Participating Stakeholders

CDOT Advisory Group

Regional - GHG Stakeholder Meetings

CDPHE/CDOT Listening Sessions

Other Smaller Stakeholder Meetings as Requested



# GHG Transportation Planning Rule

## Main Elements of the Draft RULE

Statewide budget for future years -2025, 2030, 2040 & 2050

Begin with 2022 STIP submittal

Sub-budgets for MPOs

Phased implementation, TIP Schedule

Inter-Agency Coordination with CDPHE/CDOT/CEO

Contingency/Mitigation Measures available to meet budget

Transparent reporting requirements including modeling and mitigation measures



## Main Elements of the Draft POLICY

Describes the GHG reduction requirements in HB19-1261 & the GHG Pollution Reduction Roadmap

Outlines the Transportation Commissions certification of the GHG Budget

Includes a schedule for incorporation of GHG in STIP and TIPs

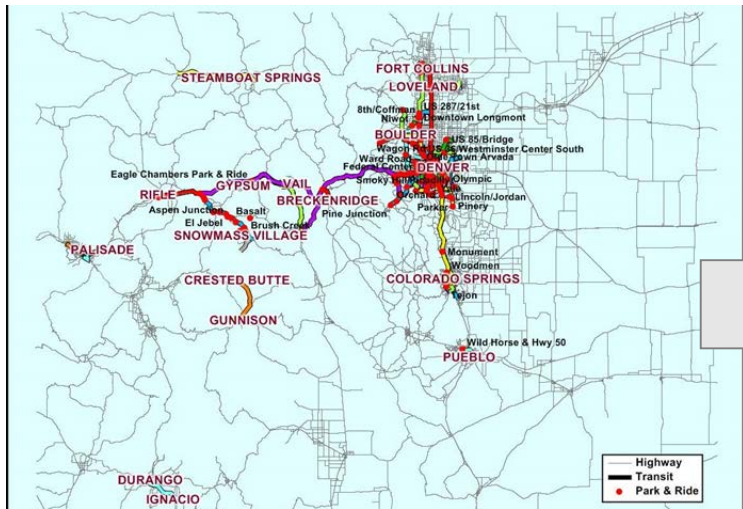
Describes opportunities for GHG reductions in project delivery and maintenance

Explains Equity consideration of GHG reductions in areas where mitigation occurs



# Modeled Data - Transportation Sector

## CDOT TRAVEL MODEL



Outputs: VMT,  
congestion/speed

## CDPHE MOVES MODEL



Fleet Mix/Age & Fuel Type

TOGETHER  
these models  
show

TRANSPORTATION  
GHG  
EMISSIONS



# Modeled Data - Transportation Sector

## Energy & Emissions Reduction Policy Analysis Tool (EERPAT)

### FHWA simplified tool - *Policy* → *GHG emissions*

Scenario	Measures Included
1. Travel choices	<ul style="list-style-type: none"> <li>a. Non-worksite travel reduction/demand management, e.g.,               <ul style="list-style-type: none"> <li>i. Neighborhood and school-based trip reduction programs.</li> <li>ii. Tele-shopping, tele-medicine, tele-school, etc.</li> <li>iii. Regional carpool and rideshare programs.</li> </ul> </li> <li>b. Bicycle, pedestrian, and micromobility facilities, policies, and incentives.</li> </ul>
2. Travel choices + transit	<ul style="list-style-type: none"> <li>a. Scenario 1 measures.</li> <li>b. Rapid bus and rail service expansion.</li> <li>c. Enhanced bus frequency, reliability, and/or service hours.</li> <li>d. Free or reduced-fare transit.</li> </ul>
3. Travel choices + transit + land use	<ul style="list-style-type: none"> <li>a. Scenario 2 measures.</li> <li>b. Land use measures - Incentives (funding, project selection criteria) and technical support to encourage transit-supportive land use/walkable neighborhoods.</li> </ul>



## Rule

- CDPHE Rulemaking Process will begin with a
  - Request for Hearing - May 20, 2021
    - Petition for Party Status
    - Formal Public Comment process

## Policy Directive

- CDOT will continue meeting with the Advisory Group and stakeholders to inform the PD and mitigation measures through project delivery
- Transportation Commission will approve



Theresa Takushi

GHG Climate Action Specialist

[theresa.takushi@state.co.us](mailto:theresa.takushi@state.co.us)

303.757.9977

<https://www.codot.gov/programs/environmental/greenhouse-gas/ghg-transportation-policy-rulemaking-process>

## **Transportation Commission Workshops**

### **Wednesday, March 17, 2021, 12:00 pm – 5:30 pm**

#### **Call to Order, Roll Call:**

Nine of the existing seated Commissioners were present: Commissioners Karen Stuart (TC Chair), Kathy Hall (TC Vice Chair), Barbara Vasquez, Shannon Gifford, Gary Beedy, Kathleen Bracke, Donald Stanton, Sidny Zink, Eula Adams, and Lisa Tormoen Hickey. Commissioner Bill Thiebaut joined at 12:59am.

#### **Joint Workshop with HTPE: Floyd Hill Update (Paul Jesaitis and Nick Farber)**

**Purpose:** This workshop provides a status update for the Floyd Hill to Veterans Memorial Tunnel Project along I-70, a potential strategy for a phased project delivery, and how portions of the project could be implemented in the near term using Senate Bill 267 Year 3 funding.

**Action:** No action is required.

#### **Discussion Summary:**

- Staff recommendation proposes approximately \$135 million of SB267 Year-3 funding towards the total \$450 million required for completion of Phase 0 and Phase 1.
- The total project cost (Phases 0-2) of \$700 million includes cost contingencies to mitigate risk of cost escalations. Meanwhile, staff are looking at alternative delivery methods to minimize risk and costs and may consider separately letting individual sub-components of the larger phases, if doing so reduces total costs.

#### **Right of Way Condemnation Authorizations (2) (Steve Harelson)**

##### **Post Americo Real Property Condemnation Authorization Requests**

**Purpose:** Summary presentations on proposed right-of-way (ROW) condemnation authorization requests related to:

- Region 4:
  - I-25 North: SH 402 to SH 14, Project Code: 21506
  - I-25 Express Lanes SH 7 to SH 1, Project Code: 22811

#### **Discussion Summary:**

- Staff explained that often CDOT's appraised value is different from the owner's appraised value because CDOT evaluates the property based on its current allowed land uses, whereas owners are often inclined to evaluate based on the best possible uses. No additional public comments were received.
- Expenses related to any ROW acquisitions necessary for CDOT projects are budgeted into project costs at the onset, and adjusted as actual costs are finalized.

#### **Budget Workshops – FY 22 Annual Budget Allocation Plan and FY 21 Annual Budget Amendment Workshop (Jeff Sudmeier and Bethany Nichols)**

**Purpose:** (1) To present the FY 2021-22 Final Annual Budget Allocation Plan for Transportation Commission (TC) adoption. (2) To review the eighth amendment to the FY 2020-21 Annual Budget in accordance with Policy Directive (PD) 703.0.

**Action:** (1) The Division of Accounting and Finance (DAF) is requesting that the TC adopt the FY 2021-22 Final Annual Budget Allocation Plan. (2) DAF is requesting TC review and approval of the eighth amendment to the FY 2020-21 Annual Budget. The eighth amendment consists of three items that require TC approval, resulting in the reallocation of \$29.8 million from the TC Program Reserve Fund to the Maintenance Reserve Fund, Contingency Fund, and Debt Service to balance the FY 2021-22 Final Annual Budget Allocation Plan to forecasted revenue.



**Discussion Summary:**

- In general, CDOT's base budget is not sufficient to meet all of Policy Directive 14's performance goals. The additional funding the State has secured in the last couple of years through SB267 and Senate Bill 1 have helped the state improve those conditions, such as the rural pavement conditions.

**SB 267 Year 3 Project Options (Rebecca White, Marissa Gaughan and Sharon Terranova)**

**Purpose:** Last month, staff provided a recap of the Senate Bill 17-267 (SB 267), Senate Bill 18-001 (SB 1), Senate Bill 19-262 (SB 262) funding decisions and fluctuations, and projects funded to date in Years 1 and 2 along with federal stimulus funding. This workshop builds onto the information presented last month and provides an overview of where we are in terms of regional equity, and presents project options for SB 267 Year 3 funding.

**Action:** No action is required.

**Discussion Summary:**

- Current transit investments include Multimodal Hub locations along I-25 and I-70, and expansion of the Bustang vehicle fleet for increased services along those routes. Those vehicle purchases do not include any Electric Vehicle (EV) purchases currently, as the motorcoach EVs currently available on the market cannot viably serve these long mileage routes. Meanwhile, CDOT is supporting local agencies to develop EV transit capabilities on local routes. The Commission expressed support for CDOT to develop EV transit services whenever possible.
- Some projects funded with the Years 1 & 2 SB267 proceeds were selected from years 5-10 of the 10-Year Pipeline for various reasons, including partnership match funding or other supplemental grant opportunities. The Year 3 SB267 project proposal recommended today also includes pre-construction investments in a number of Years 5-10 Pipeline projects throughout the state.
- The widely varying amount of investment into the Mobility Hubs throughout the state is due to many elements, including location and amount of partnership funding. Some hubs, such as those located along I-25, are built within the highway ROW and therefore entail greater infrastructure cost relative to other locations that may be off-highway. Mobility Hubs may entail a widely varying array of elements, benefits and purposes. The Commission expressed a desire to have a future workshop discussion focused solely on exploring this topic to refine our definition and understanding of Mobility Hubs generally.
- Commissioners also expressed a desire to begin looking at regional equity comparisons, including equity between Interstate investments and non-interstate investments separately, and also equity of investments between the various mobility options among different socio-economic groups.

**Revitalizing Main Streets Grant Program (New State Stimulus Funding (Rebecca White and Molly Bly)**

**Purpose:** To brief the Commission on plans to use \$30 million in new state stimulus funding approved by the state legislature (SB-110).

**Action:** Staff is seeking Commission support via a resolution to utilize these dollars by re-launching the Revitalizing Main Streets (RMS) grant program. This re-launch would incorporate the safety, active transportation, and COVID resiliency components of current grants while applying lessons learned from the past few months of implementation.

**Discussion Summary:**

- The relaunched program allocates \$8 million for small community grants, similar to those in the current RMS program that provide COVID-related public health mitigation benefits, while increasing the grant amount from \$50,000 to \$150,000. The remaining \$22 million will be available for larger capital projects with safety and active transportation benefits targeted in the current Safer Main Streets program.
- Small Community Grants will continue to require local funding equal or greater than 10% of the grant funding. Large Capital Grant program applicants are encouraged to meet the 20% local match as required in the current federally-funded Safer Main Streets program. However, applicants may be

eligible for reduced match, if evidence is demonstrated in the application that local financial conditions limit applicants' ability to meet those match expectations.

- Promotion of the relaunched program will be made through social media, email notifications, and through direct outreach to MPOs, rural TPRs and local government associations.
- CDOT has filled two of the five expansion staff positions that will support the implementation of project awards, and the other three positions are in various stages of applicant selection.
- Commissioners considered whether the small grants for COVID-related economic mitigation will be needed and continue to be beneficial once the pandemic has eased. Some see this program as something that will continue to be needed and will offer benefits to improve pedestrian access in local communities long-term.

### **Bustang Workshop (Mike Timlin and Kay Kelly)**

**Purpose:** The purpose of this workshop is to present the TC with the proposed Bustang I-70 Mountain Corridor Micro-Transit Plan.

**Action:** CDOT staff was seeking TC input at the Commission Workshop in March, and will request approval to implement the plan at the April 2021 Commission meeting. A White Paper describing the I-70 Mountain Corridor Micro-transit Plan is contained in the TC Packet for April.

#### **Discussion Summary:**

- The service is not expected to compete with existing private eco-transit providers who target out-of-state visitors coming into airports, as this service would target Coloradans who want to get to the mountains from urban areas.
- Approximately 1% of current Bustang riders require handicap accessibility. Having two handicap accessible vehicles in this initial micro-transit fleet is expected to offer flexibility for CDOT to effectively serve these riders.
- Commissioners discussed whether this kind of service might more equitably serve Coloradans by also being available to help rural residents to urban centers, particularly for veterans' medical trips and other services not available locally. CDOT staff is looking to provide new Outrider services in and out of Sterling, and could potentially expand this service to other rural areas to augment the existing Outrider services.
- Discussion also centered around the trade-off of the costs to CDOT to reduce vehicle miles traveled (VMT) on the highways versus those costs being a subsidy to skiers. CDOT staff also drew the comparison and scale of this investment versus the cost of expanding mountain corridor highway lanes as VMT increases.

### **Off-Highway Vehicle (OHV) Pilot Program (Mike Goolsby on behalf of Hinsdale County)**

**Purpose:** Adopt a resolution in place of the previously approved #TC 18-07-17 that will reflect a time extension of the resolution, with additional terms and conditions as agreed upon with Hinsdale County and the Town of Lake City.

**Action:** TC 18-07-17 allowed CDOT to enter into an agreement with Lake City and Hinsdale County to allow OHV travel on a segment of SH 149. General terms of the agreement included:

- The route starts at MP 73.11 (Ocean Wave Drive) in Lake City and travels south to MP 69.85 (CR 30) with no deviations
- Total length of the project was about 3.26 miles
- The program lasted for the summer seasons (May through Sept) of 2019 and 2020
- A final report on the program was required of the applicants, Lake City and Hinsdale County

Hinsdale County and the Town of Lake City are requesting a time extension in this program for another three years of implementation. In addition to the time extension, several new special terms and conditions are proposed to the permit to address concerns raised by the TC, other stakeholders, and citizens in Hinsdale County.

**Discussion Summary:**

- Commissioners were appreciative of the additional considerations and commitments added to the revised permit.
- Local officials expressed the value in permitting this extension for three years instead of two, considering the local investment made under the assumption of this permitted use.
- The Commission considered whether extending the end milepost on one end of the segment is warranted. To be fair, the applicant ultimately felt it would be unfair to consider that extension considering there are other businesses on both ends of the segment that also want an extension. The Commission will consider the current draft Resolution for adoption at the regular meeting.

**Policy Directive 1601- Interchange Approval Policy Revision (Aaron Willis)**

**Purpose:** CDOT staff is seeking TC approval of the revised interchange approval process (Policy Directive 1601). Staff will submit a companion interchange approval procedural directive to the CDOT Executive Director for approval later this month.

**Action:** TC approval of the revised 1601 Policy Directive (PD1601).

**Discussion Summary:**

- Concern was expressed in putting Mobility Hubs as a required Transportation Demand Management (TDM) strategy in the Procedural Directive as they are currently in locations being selected by CDOT and may not be viable or economical in other locations. Staff explained that the Procedural Directive directs only that mobility hubs are included in the systems-level study that's required.

**Transportation Commission Regular Meeting  
Thursday, March 18, 2021, 9:00 am to 11:00 am**

**Call to Order, Roll Call:**

Eleven Commissioners were present: Commissioners Karen Stuart (TC Chair), Kathy Hall (TC Vice Chair), Shannon Gifford, Gary Beedy, Kathleen Bracke, Sidny Zink, Eula Adams, Lisa Tormoen Hickey, Donald Stanton and Barbara Vasquez. Commissioner Bill Thiebaut was not present for roll call (arrived at 10:10 am, and voted on all action items).

**Public Comments**

- Clear Creek County Commissioner, Randall Wheelock, expressed his support to incorporate micro transit into the Floyd Hill project. He has lived in Clear Creek for 50 years, and is well aware of how the increasing congestion and related air quality issues that have plagued the I-70 corridor. He noted that although Clear Creek County is not part of the resort communities that generate a lot of the congestion, Clear Creek County still deals with the impacts. Commissioner Wheelock is particularly concerned with the impacts to air quality and safety with congestion impeding the flow of emergency vehicles. Because Bustang is precluded from using the express lane due to its size, micro-transit provides a unique opportunity to address both the congestion and the transit needs of the corridor. He also noted the advantage of using shuttles, which carry as much as 6 car loads in one vehicle, with a much lower emissions profile than larger buses.
- Additional public comments received are included in the Commission packet.

## Comments of Individual Commissioners

- Commissioner Hickey – thanked the CDOT team for all of the hard work preparing and responding to the blizzard last week. She also noted how impressed she was with all of the work CDOT is doing on the Greenhouse Gas (GHG) Roadmap outreach and with including so many diverse voices on the advisory council. Commissioner Hickey urged the public to get involved in that effort. She found the updates on the I-25 South Gap project fascinating, particularly with regard to the safety improvements that were made without compromising the scenic aspects of the corridor. Commissioner Hickey is also taking part in an effort locally to convene local leaders for a discussion about transportation funding and safety, and to call attention to the dramatic increase in pedestrian and bike fatalities. She thanked the public for providing such thoughtful comments, which were considered very carefully.
- Commissioner Vasquez – congratulated Commissioner Wheelock for his eloquent championing of micro-transit. She thanked the public for all of the comments that were provided regarding the request from Hinsdale County for OHV permits. Commissioner Vasquez indicated that all comments were extremely helpful to the discussion and were considered very carefully.
- Commissioner Zink – thanked CDOT for all the work to address the concerns regarding the Little Blue Canyon project. She also thanked Central Federal Lands for their work providing analysis and commentary presenting the pros and cons of each scenario. Commissioner Zink is looking forward to the upcoming open house.
- Commissioner Stanton – appreciated Commissioner Randy Wheelock’s comments, and was appreciative of the emphasis on how connected we are. He thanked CDOT for the ongoing efforts to improve the poor bridges on I-70 West, and particularly the efforts on the Ward Road Bridge.
- Commissioner Adams – thanked CDOT staff for the herculean efforts to respond to the snow storm. He commented on a meeting attended on the I-25 S Gap project, and said that he is very pleased with the progress that has been made. Commissioner Adams also remarked that the progress around diversity and inclusion has been very encouraging. He indicated that he is involved in meetings with the Conference of Minority Transportation Officials (COMPTO), a minority transit organization, and sits on a panel with State Senators, Faith Winter and Matt Gray, talking about transportation in those communities. Commissioner Adams also appreciates all the CDOT support, and for the work being done to make CDOT a more inclusive organization.
- Commissioner Gifford – called attention to a Legislative Bill that is set to be introduced today for transportation funding, and including funds for multimodal funding. She urged the Commission to do everything in their power to support this bill, and indicated that she looks forward to doing what she can to make sure it passes.
- Commissioner Bracke – thanked the public for all of their thoughtful comments, and thanked CDOT for the efforts to keep the public safe through the snow storm. She also expressed appreciation for all the work that was done on the GHG emissions stakeholder workshops. Commissioner Bracke indicated that she is excited about additional funding for transportation. The congressional delegation was thanked for all the work in DC to pass stimulus funding. She expressed excitement for the recent \$30 million in stimulus funding that the legislature passed to revitalize main streets throughout the state.
- Commissioner Beedy – Although activity in his district has been relatively quiet recently, he indicated that he did attend a Transportation Planning Region (TPR) meeting and discussed scheduled projects including the US 287 passing lane projects, which will move forward shortly to hopefully help alleviate safety issues. Commissioner Beedy thanked Commissioner Wheelock for his interesting perspective on how load weight and energy consumption are connected, and looking at optimizing flexibility and energy efficiency through micro transit. He urged similar ideas to be considered in the freight sector.
- Commissioner Thiebaut – Not present
- Commissioner Hall – expressed enthusiasm for a meeting she attended to discuss development of a mobility hub in Grand Junction with the potential to increase mobility and accessibility by connecting Greyhound, Grand Valley Transit, and Amtrak all in one location, and she remarked on how exciting it is to witness the planning coming together in preparation of the Better Utilizing Investments to Leverage Development (BUILD) grant application submittal. Commissioner Hall reported on the Little Blue Canyon project in Gunnison Valley that has become a really complicated and time consuming project. CDOT Executive Director, Shoshana Lew, Jason Smith, Raelene Shelly, and Mike Goolsby were thanked and

recognized for all of the work they have been putting into addressing the concerns of the stakeholders and community to mitigate the impacts that such a complex project will inevitably have communitywide.

- Commissioner Stuart –echoed the other Commissioner’s comments thanking CDOT, and expressed excitement to see what the new transportation bill looks like, and the potential that it will facilitate implementation of the 10 Year Vision. She also thanked Heather Paddock, CDOT Region 4 Transportation Director, and Paul Jesaitis, CDOT Region 1 Transportation Director, for all of their help keeping her up to date with what is going on in her district.

#### **Executive Director’s Report (Shoshana Lew)**

- CDOT Executive Director Lew indicated that CDOT is making progress on a lot of fronts. One of the big highlights of the month was all the extraordinary work that went into preparing and responding to the snowstorm as spring storms always come with extra challenges. One of the big challenges was how it caught the public off guard after becoming accustomed to the spring weather. A lot of the incidents and road closures could have been avoided with better compliance to the chain law. She remarked on how well CDOT worked and coordinated with the Colorado State Patrol to respond to this difficult event, and the communication between teams was really incredible. This event was a great reminder of how important CDOT is, in response to large storm events, to the safety of the traveling public.
- Regarding the Little Blue Canyon project – CDOT is working closely with the Federal Highway Administration (FHWA) to work through problems related to the project through a collaborative process. The solutions that FHWA came up with are really sensitive to the needs and concerns of the public, but obviously even with all of the work that has gone into mitigating the impacts to the community, it’s still going to be a project that causes pain for a lot of people.
- As already mentioned there is a pending funding bill, and there will be more information about that very soon.
- Director Lew toured the Central 70 project, and commented on how impressive the progress was, and it’s remarkable how much has gotten done, and it’s changed from excavation to a piece of infrastructure, and it is really incredible.
- One fun note, is that CDOT announced the “Name That Plow Competition” winners. The team that won the competition got to name the plow “Gold Rush”.

#### **Chief Engineer’s Report (Steve Harelson)**

- CDOT Chief Engineer Harelson walked the commissioners through photos demonstrating the progress on the Central 70 project from last week’s tour.
- CDOT maintenance staff did a great job at responding to the blizzard. It was inspiring to see all the engineering staff that mobilized to work on road closures, to free up the maintenance crew, and the engineers who volunteered to give up their weekend for that were recognized and thanked for that.
- Tom Bovee was congratulated on his retirement, and his efforts in Region 5 to develop Project Wise to improve the system of storing engineering drawings were highlighted. Tom is a wonderful example of a CDOT employee who saw a problem and worked his tail off to resolve it, instead of complaining about it.
- Commissioner Vasquez asked about the avalanche on SH 14, and if there was any indication that the fire scar from the summer contributed to it.
- The response to Commissioner Vasquez was that there has been no word that the fire scar was cited as a contributing factor to the avalanche, but it will be looked into further.

#### **High Performance Transportation Enterprise (HPTE) Director’s Report (Nick Farber)**

- The interagency agreement (IAA) with CDOT that you will come before you later today was approved at the HPTE Board meeting yesterday.
- The Board approved the FY22 budget. One thing to note, is that toll revenue was down because of lower volumes so the budget is drawing on ramp up reserve, Operations and Maintenance (OM) reserve and trust venture, which are fully funded. They are anticipating growth in express lane volumes by summer and fall, hopefully reaching 90 percent of 2019 volumes by end of year.

- On E-470 they are currently meeting the debt service, but if the project fails to cover any coverage test for June through December timeframe they will be required to get a revenue consultant for increasing revenues on the corridor
- The HPTe Board approved a resolution in support of the I-270 Infrastructure for Rebuilding America (INFRA) grant application. Nick thinks \$200 million in toll back revenue financing is reasonable. Currently staff is working on a revenue study that will be done by summer taking into account COVID volumes. If a larger portion can be financed we will adjust the \$200 million up, but if it shows we can't make the \$200 million, we will have to identify other funding.
- HPTe is working with the rating agency to get a rating for I-25 North Transportation Infrastructure Finance and Innovation Act (TIFIA) loan to hopefully reach financial close by late summer/early fall.
- Nick met with Utah's director for P3 Plus. Discussed partnerships and how they can develop a program in their state.

#### **Office of Government and Policy Relations Legislative Report (Andy Karsian)**

- The CDOT project limit bill (thresholds for public project bidding requirements) was laid over based on labor concerns that need to be addressed. CDOT will bring the bill back to committee next Thursday.
- The Joint Tech Committee considered an Office of Information Technology (OIT) revamp bill this morning. It will have minimal impact on CDOT except that it potentially could provide more flexibility in managing the contract with OIT.
- Received permission to pursue a late bill on outdoor advertising based on a pending court that CDOT is trying to get ahead of, to preserve regulations pertaining to outdoor advertising in the right of way.
- The Ray Scott procurement bill was delayed for a week, and will be discussed next Thursday.
- They also moved the EV charging bill that Representative Pico brought forward that creates a study group to come up with a registration fee.
- There are some information sharing bills coming up and both are being amended in ways that are beneficial to CDOT. As part of this there will be a study looking at things that CDOT is already doing in terms of electronic records.
- Finally the GHG conversations are continuing, one having to deal with green materials and the other having to do with outreach that the department does on larger projects.

#### **Federal Highway Administration (FHWA) Colorado Division Administrator's Report (John Cater)**

- John highlighted the success of a pilot initiative to hire locally and build talent locally as part of the Central 70 project.
- This is a workforce training program that started from the national workforce training program, Work Now that has since expired. It has been hugely successful with 167 enrolled, 9 of which were part of the Central 70 project. Wages on average have increased from \$12.59/hour to \$20.43/hour through the course of the program.
- There are 691 employees from local zip codes, and they have worked a total of close to 1 million hours, and then they go on to work on other projects, so this is a great way to get folks into the industry and to give them training and a foot in the door.

#### **Statewide Transportation Advisory Committee (STAC) Report (STAC Chair, Vince Rogalski)**

- STAC adopted new bylaws last year, and one of the changes requires all information to be provided a week before the STAC meets. Any newly added items require STAC approval. This came up at the last STAC meeting regarding a resolution on statewide transportation needs. Ultimately the resolution was added and passed with some amended language that will be discussed further.
- Herman announced the new Regional Transportation Director (RTD) for Region 5, Julie Constan.
- The Legislature is considering new transportation revenue programs. And STAC is moving along to provide advice which is exciting.
- John Lorme, CDOT Director of Operations and Maintenance, gave a presentation on everything CDOT was doing to prepare for the anticipated storm.
- Safe Routes to School (SRTS) was reviewed. STAC unanimously approved 12 applications awarding \$6 million, but didn't comment on the left over funds.

- STAC recommended that PD 1601 be approved.
- Regarding the budget, a summary of the FY 2022 budget was presented. STAC unanimously recommended that TC approve the budget for the Governor's consideration.
- Rebecca White, CDOT Division of Transportation Development Director, and Sharon Terranova, CDOT Planning Manager of the Division of Transit and Rail presented on the proposed list of projects for SB 267 year 3 funding, and \$15 million of that will go to transit projects across the state. Denver Regional Council of Governments (DRCOG) expressed a desire for their Transportation Advisory Committee (TAC) to discuss preconstruction priorities in the 5-10 year list of the 10 year vision. The Upper Front Range TPR representative expressed concern for the amount of funding going to mobility hubs without clear evidence for a demand or a clear plan for service to the hub.
- Pertaining to statewide transportation needs, CDOT staff provided an overview of the statewide needs that are going to be addressed through the 10 year plan. A draft resolution was presented urging the legislature to work on sustainable funding for transportation. STAC unanimously approved the resolution to identify increased reliable long term funding for statewide transportation needs.
- Vince thanked the Transportation Commissioners for attending the STAC meetings.
- Vince also recognized Scott James, of Weld County, and Dick Elsner, of Park County, as the new STAC representatives to serve on the Freight Advisory Council (FAC).

**Act on Consent Agenda – Passed unanimously on March 18, 2021. Motion by Commissioner Hall, Second by Commissioner Beedy**

- Proposed Resolution #1: Approve the Regular Meeting Minutes of January 4<sup>th</sup> (Special Meeting) and February 18, 2021 (Herman Stockinger)
  - Proposed Resolution #2: IGA Approval >\$750,000 (Steve Harelson)
  - Proposed Resolution #3: Disposal: US 287 Berthoud Bypass (Parcel 222F) (Heather Paddock)
  - Proposed Resolution #4: Disposal: I-25 & Bijou St. (Parcel 130-EX) (Richard Zamora)
  - Proposed Resolution #5: FY 21-22 Safe Routes to School Awards (Nate Vander Broek)
- Beedy asked for the IGA approval can't find the project list in the packet, and wants to make sure they are in the documents.

**Discuss and Act on Proposed Resolution #6: Condemnation Authorization: (Steve Harelson) – Passed unanimously on March 18, 2021. Motion by Commissioner Bracke, Second by Commissioner Stanton**

**Discuss and Act on Proposed Resolution #6B: Condemnation Authorization: (Steve Harelson) – Passed unanimously on March 18, 2021. Motion by Commissioner Bracke, Second by Commissioner Vasquez**

**Discuss and Act on Proposed Resolution #7: Scope of Work/Fee for Service Intra- Agency Agreement (IAA) between HTPE and CDOT (Nick Farber) – Passed unanimously on March 18 2021. Motion by Commissioner Stanton, Second by Commissioner Vasquez**

- Nick Farber, HPTE Director, reported that every year HPTE comes to TC to approve the IAA between HTPE and CDOT. Of note this year, HPTE will be developing a toll equity program for the Central 70 project because of a new requirement, and HPTE is leading a compliance and monitoring framework for the Central 70 project, and lastly there is an effort to finalize the I-25 North TIFIA loan by the end of this year. Our Scope of Work takes into account the cost of the loan. The ask of CDOT has historically been \$5.6 million, which was reduced 28% to \$4 million because of increased toll revenue that was shifted over to cover costs.

**Discuss and Act on Proposed Resolution #8: 8<sup>th</sup> Budget Supplement of FY 2021 (Jeff Sudmeier) – Passed unanimously on March 18, 2021. Motion by Commissioner Gifford, Second by Commissioner Hall**

- Requesting amendment to FY 21 budget which complements the FY22 budget later on the agenda. This amendment accomplishes the offset needed to compensate for the losses we experienced due to the pandemic.

**Discuss and Act on Proposed Resolution #10: Off-Highway Vehicle Resolution (Mike Goolsby) – Passed unanimously on March 18, 2021. Motion by Commissioner Hall, Second by Commissioner Beedy**

- This is to allow Hinsdale County and Lake City to allow OHV on a portion of SH 149 to complete the Alpine loop.
- Commissioner Vasquez thanked members of the public who contributed their opinions on this issue. She congratulated CDOT and Hinsdale County Commissioner Herd for addressing all of the safety concerns that were raised. She remarked on how much has been learned about the importance of this issue to Hinsdale County and Lake City.
- Commissioner Zink pointed out that she heard from those that supported and opposed this measure, and provided assurance that all perspectives were considered and discussed very seriously. Commissioner Zink also assured those who were opposed to the bill on safety grounds, that if at any time there are indications that this is creating a safety issue the TC can take another look, and reiterated how important the local participation was, and appreciated it.

**Discuss and Act on Proposed Resolution #11: INFRA Grant Proposal (Herman Stockinger and Julie George) – Passed unanimously on March 18, 2021. Motion by Commissioner Gifford, Second by Commissioner Hall**

- Herman Stockinger requested the TC's support for the I-70 INFRA grant application, which is due tomorrow. He pointed out one change in that they are looking at a match of up to \$90 million, and not \$80 million as it currently states. With that edit to the resolution, approval was requested.
- Commissioner Stuart commented that the I-70 project is a top priority in her district.

**Postponed: Discuss and Act on Proposed Resolution #12: Policy Directive 1601 Approval (Aaron Willis)**

**Discuss and Act on Proposed Resolution #13: FY 22 Budget (Jeff Sudmeier) – Passed unanimously on March 18, 2021. Motion by Commissioner Bracke, Second by Commissioner Hall**

- This amendment reflects the closure of a \$46 million funding gap.
- Commissioner Beedy noted for the record and to educate the public that there is a difference between an allocation plan and a spending plan. Whereas an allocation plan represents the planned budget, the spending plan represents current projects under construction.
- Commissioner Zink commented on how impressed she has been with how CDOT thinks outside the box to make it all work.

**Discuss and Act on Proposed Resolution #14: Revitalizing Main Streets Grants State Stimulus selection process – Passed unanimously on March 18, 2021. Motion by Commissioner Vasquez, Second by Commissioner Hickey**

- This resolution responds to the recent bill from the legislature to support Revitalizing Main Streets and Safer Main Streets. This would relaunch last year's program which successfully addressed safety needs along urban arterials and rural main streets. CDOT is proposing two different grant programs to address the various needs along Main Streets both housed under the Revitalizing Main Streets umbrella

**Adjourned 10:36am**

**ADDITIONAL WORKSHOP**

**Freight Workforce Issues (Rebecca White, Michelle Scheuerman, & Craig Hurst)**

**Purpose:** The purpose of this workshop is to provide a brief overview of the Freight Industry Sector Partnership that was launched in June of 2020 and its achievements to date. See the TC packet for further details on the accomplishments of this initiative to date.



**Action:** Information only. No action is required.

**Discussion:**

- Commissioner Adams advised that he sits on the board of Career Wise, and has been in discussions with CDOT to develop a commercial driver's license (CDL) program, and expressed a desire to collaborate on the efforts. Commissioner Adams further elaborated that the Career Wise program is identifying youngsters mostly out of high school, and investing in training them
- Commissioner Zink asked for clarification on what type of entity the Workforce Council is.
- Michelle Scheuerman responded that they are a sister state governmental agency with a mission to help others address workforce issues.
- Commissioner Stanton asked about the level of involvement with the Veteran's Administration, and asked if they were aware of or building off of the work they are already doing to get veterans CDLs. He also mentioned that there are already a lot of great resources at Fort Carson in this area and suggested the Freight Industry Sector Partnership tap into.
- Michelle Scheuerman responded that they are currently working on connecting with veterans and Fort Carson.
- Craig Hurst added that they have an existing relationship with Fort Carson based on all the permitting, and that they are working on partnering with the U.S Army on a pilot program that they launched.
- In response to a follow up question from Commissioner Stanton about Troops2Logistics, Michelle Scheuerman indicated that they are a private recruiter.
- Commissioner Hall said that in her experience as Chair of the Workforce Council, the CDL problem is a longstanding issue, and that she found it remarkably difficult to get the smaller trade schools involved. She noted the importance of working with both community colleges and high schools.
- Commissioner Adams echoed Commissioner Hall's comments about the importance of looking to kids in high school for recruitment.
- Craig Hurst indicated that during his time working in the industry they had success recruiting high schoolers into the industry by offering them opportunities to work as forklift operators.
- Commissioner Adams indicated that Commissioner Beedy invited him to see all the technology involved in operating the vehicles and all the skills that are needed in farming, which shed light on why these CDL occupations require six figure salaries.

**Meeting Adjourned at 11:00 pm.**



**COLORADO**  
**Department of Transportation**  
Office of the Chief Engineer

Engineering Contracts  
2829 W. Howard Place, Ste. 339  
Denver, CO 80204-2305

## Memorandum

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**TO: Transportation Commission**

**FROM: Marci Gray & Lauren Cabot**

**DATE: March 16, 2021**

**SUBJECT: Intergovernmental Agreements over \$750,000.00**

Purpose Compliance with CRS §43-1-110(4) which requires intergovernmental agreements involving more than \$750,000 must have approval of the Commission to become effective. In order stay in compliance with Colorado laws, approval is being sought for all intergovernmental agencies agreements over \$750,000 going forward.

Action CDOT seeks Commission approval for all IGAs contracts identified in the attached IGA Approved Projects List each of which are greater than \$750,000. CDOT seeks to have this approval extend to all contributing agencies, all contracts, amendments and option letters that stem from the original project except where there are substantial changes to the project and/or funding of the project.

Background CRS §43-1-110(4) was enacted in 1991 giving the Chief Engineer the authority to negotiate with local governmental entities for intergovernmental agreements conditional on agreements over \$750,000 are only effective with the approval of the commission.

Most contracts entered into with intergovernmental agencies involve pass through funds from the federal government often with matching local funds and infrequently state money. Currently, CDOT seeks to comply with the Colorado Revised Statutes and develop a process to streamline the process.



Next Steps Commission approval of the projects identified on the IGA Project List including all documents necessary to further these projects except where there are substantial changes to the project and/or funding which will need reapproval. Additionally, CDOT will present to the Commission on the Consent Agenda every month listing all of the known projects identifying the region, owner of the project, project number, total cost of the project, including a breakdown of the funding source and a brief description of the project for their approval. CDOT will also present any IGA Contracts which have already been executed if there has been any substantial changes to the project and/or funding.

Attachments IGA Approved Project List





**TO:** Colorado Transportation Commission (“TC”)  
**FROM:** Keith Stefanik, Deputy Chief Engineer  
**DATE:** April 15, 2021  
**RE:** Request for Approval of Amended and Restated Central 70 Intra-Agency Agreement

### Purpose

The purpose of this memorandum is to summarize recent revisions to the Intra-Agency Agreement (“IAA”) among CDOT, HPTE, and BE for the Central 70 Project, and to request the TC’s approval.

### Action

The Central 70 Project team requests that the TC approve the Central 70 IAA.

### Background

The Boards approved the first IAA on August 22, 2017, the First Amendment on November 15, 2017 and a Second Amendment on November 18, 2018. Given that there have been these various amendments to the IAA between CDOT-HPTE-BE, the Parties have decided to amend and restate the IAA for ease of reference, which fully incorporates all changes to the agreement. Changes to this version are summarized below.

### Revisions to IAA

The following revisions have been made to the IAA:

- Added definitions for clarity related to Performance Payments during the Operating Period. (Section IV.1)
- Updated the matrix for Milestone Payment Contribution (Table III-1, Section III)
- Adjusted the OMR Payment timing as a result of the settlement agreements and Project Agreement amendments (Section IV.4-5)
- Inclusion of Performance Payment Start Date, beginning at Milestone 5A (Section IV.4)
- Inclusion of early termination if financial close not reached (I.X.15)

### Commission Options / Decision Matrix

- 1) **Staff Recommendation: Approve the Amended and Restated Central 70 IAA.**
- 2) Review, but do not approve the Amended and Restated Central 70 IAA. Provide feedback on desired changes.

### Recommendation

The Central 70 Project team requests that the TC approve the Amended and Restated Central 70 IAA.



**AMENDED AND RESTATED  
CENTRAL 70 PROJECT  
INTRA-AGENCY AGREEMENT**

THIS AMENDED AND RESTATED CENTRAL 70 PROJECT INTRA-AGENCY AGREEMENT (as amended and restated, this “Agreement”) is made and entered into this \_\_ day of \_\_\_\_\_, 2021 by and between the COLORADO DEPARTMENT OF TRANSPORTATION (“CDOT”), an executive agency of the State of Colorado (“State”), the COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE, a government-owned business and a division of CDOT (“HPTE”) and the COLORADO BRIDGE ENTERPRISE, a government-owned business within CDOT (“BE”). CDOT, HPTE and BE are hereinafter referred to individually as a “Party” and collectively as the “Parties.” HPTE and BE are hereinafter referred to individually as an “Enterprise” and collectively as the “Enterprises.” As of the Effective Date of this Agreement, the Original IAA (as defined below) between the Parties shall be terminated and shall have no further force or effect, except as specifically provided for in Section IX.15 of this Agreement.

**RECITALS**

A. CDOT is an agency of the State 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 responsible, pursuant to Section 43-1-106(8), C.R.S., for formulating the general policy with respect to the management, construction, and maintenance of public highways in the State of Colorado.

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, which innovative means include, but are not limited to, public-private partnerships, operating concession agreements, user fee-based project financing, and availability payment and design-build contracting.

D. BE was created pursuant to Section 43-4-805, C.R.S. as a government-owned business within CDOT for the purpose of financing, repairing, reconstructing, and replacing designated bridges that have been identified by CDOT as being structurally deficient or functionally obsolete and rated poor.

E. On July 21, 2014, the Transportation Commission adopted Resolution #TC-3179 in which it determined that HPTE, the entity statutorily authorized to pursue innovative means of financing surface transportation projects, is uniquely suited to handle the procurement efforts

related to implementing the Project (as defined below), and directed HPTE to pursue public-private partnership opportunities for the Project.

F. On February 19, 2015, the Transportation Commission adopted Resolution #TC-15-2-5, in which the Transportation Commission directed staff to move forward with utilizing the optimal financing structure available within a Design Build Operate Finance and Maintain (“DBFOM”) procurement and deliver structure, and further approved a Project governance structure in which BE would be the Managing Partner for the Project and will enter into contract(s) with private partners along with HPTE.

G. The DBFOM method of procurement approach was intended to reduce overall Project cost and maximize the improvements that could be constructed, in part, by requiring private parties to assume and manage certain risks associated with the Project, including risks related to utilities, railroads, environmental conditions and financial and market conditions.

H. On August 20, 2015, the BE Board of Directors approved Resolution #BE-15-8-2, adopting project-specific funding eligibility criteria for the project (the “BE-Eligible Criteria”), and further clarifying BE’s funding commitments toward the Project.

I. On September 29, 2015, the Enterprises issued a Request for Proposals (“RFP”) to four shortlisted proposer teams for the design, construction, financing, operations and maintenance of the Project.

J. On January 19, 2017, the Federal Highway Administration (“FHWA”) issued a Record of Decision (the “ROD”), published in the Federal Register (Vol. 82, No. 27) on February 10, 2017, culminating a 13-year environmental review process and approving Phase 1 of the Partial Cover Lowered Alternative, also known as the Central 70 Project, consisting of the reconstruction of an approximately 10-mile segment of the I-70 East Corridor, including the addition of one new express lane in each direction between Brighton Chambers Boulevards, removal of the aging 50-year old viaduct, lowering of the interstate between Brighton and Colorado Boulevards, and construction of a four-acre landscaped cover over a portion of the lowered interstate (the “Project”).

K. The Enterprises and Kiewit Meridiam Partners LLC (the “Developer”) entered into the *Project Agreement for the Central 70 Project*, dated as of November 21, 2017 (as amended from time to time in accordance with the terms thereof, including by the *First Amendment to the Project Agreement*, dated December 21, 2017, the *Second Amendment to the Project Agreement*, dated as of May 9, 2019, and the *Third Amendment to the Project Agreement*, dated as of December 11, 2019) (the “C-70 Project Agreement”), pursuant to which the Developer will be compensated for performance of the work through Milestone Payments up to and including Substantial Completion of the Project, and monthly Performance Payments thereafter through the term of the C-70 Project Agreement.

L. Consistent with BE’s statutory purpose as a government-owned business and enterprise for purposes of Article X, Section 20 of the State Constitution, and in furtherance of

BE's efforts to finance the Project, on December 21, 2017, BE entered into a Supplemental Indenture with Zions Bank, a division of ZB, National Association, as Trustee (the "Trustee"), providing for certain amendments to its existing Master Indenture, and setting forth certain terms of and other matters relating to BE's obligation to make certain payments to holders of the Senior Bonds (as defined in the Master Indenture) and to the Developer pursuant to the C-70 Project Agreement, as evidenced by a Central 70 Note, which is a First Tier Subordinate Bond under the Master Indenture (the Master Indenture, Supplemental Indenture, and Central 70 Note together comprising the "Financing Agreements").

M. 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 intends to collect tolls from users of the express lanes that are part of the Project.

N. Pursuant to Sections 43-4-805(4) and 43-4-806(4), C.R.S., the Transportation Commission may authorize the transfer of money from the state highway fund created pursuant to Section 43-1-219, C.R.S. to either HPTE or BE to defray expenses of HPTE or BE, as applicable, 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 or BE, as applicable, and shall not be considered a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

O. 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 tolling of the Project, CDOT and the Enterprises agreed to enter into this Agreement, as amended, pursuant to which HPTE and BE can each request financial support from the Transportation Commission to (i) with respect to HPTE, assist HPTE in fulfilling its obligations with respect to HPTE Obligations (as such term is hereinafter defined) in the event Toll Revenues (as such term is hereinafter defined) are insufficient, or projected to be insufficient, to satisfy HPTE's obligations, and (ii) with respect to BE, assist BE in fulfilling its obligations with respect to BE Obligations (as such term is hereinafter defined) in the event Revenues (as defined in the Financing Agreements), together with any available reserves, are insufficient, or projected to be insufficient, to satisfy BE's obligations.

P. The Parties recognize and acknowledge that any such financial support shall be in the form of a CDOT Backup Loan (as defined and further described in Section VII below) from CDOT, and that the Transportation Commission may in its sole and absolute discretion, but is not obligated to, elect to make a CDOT Backup Loan.

Q. The Parties therefore entered into the *Central 70 Project Intra-Agency Agreement* dated August 22, 2017 (the "Original IAA"), to define their respective roles and responsibilities with respect to the Project, including with respect to funding the construction and operations of the Project and to allocate the costs related thereto, and pursuant to which the Parties agreed, *inter alia*, to allocate certain Pre-Development Costs (as defined herein) and other payment obligations necessary to implementing the Project amongst themselves.

R. The Enterprises required the Developer to submit with its Proposal a breakdown of Project construction costs that satisfy the BE-Eligible Criteria. The Parties hereby acknowledge their intent that BE's total direct financial contributions to the project shall not exceed the total Project costs satisfying the BE-Eligible Criteria.

S. The Parties entered into a *First Amendment to the IAA* dated November 15, 2017 (the "First Amendment"), pursuant to which the Parties agreed, *inter alia*, to make available additional BE contributions toward Pre-Development Costs on the Project and make certain other modifications regarding CDOT's ongoing responsibilities to the Project.

T. The Parties acknowledge that the total amount payable by BE in respect of Pre-Development Costs, construction period Milestone Payments, and repayment of the CPP (as further described in this Agreement and the C-70 Project Agreement), remains compliant with the \$850 million (discounted August 2015 dollars) BE funding commitment to the Project. To the extent BE's proportionate responsibility for Supervening Events and other project changes (as further detailed in this Agreement) exceed such prior commitment, BE shall seek additional funding authorization as needed.

U. In conjunction with the First Memorandum of Settlement (defined below), which provided for the resolution of certain other events and circumstances claimed as Supervening Events and associated amendments to the C-70 Project Agreement, the Parties entered into a *Second Amendment to the IAA* dated [May 9, 2019] (the "Second Amendment"), to reflect added Milestones, to account for changes to the Project timeline, and to allocate payment responsibility for certain settlement payments that are to be made in conjunction with such First Memorandum of Settlement.

V. The Parties further acknowledge that the total amounts pledged by BE and CDOT in respect of construction period Milestone Payment contributions (as described in this Agreement, as amended) remains unchanged.

W. In recognition of the anticipated *Fourth Amendment to the Project Agreement*, which the Enterprises anticipate entering into with the Developer concurrent with this Agreement, as amended and restated, the Parties desire to further amend the Original IAA, as amended, to reflect additional modifications to the Milestones, to account for further changes to the Project timeline, and to apportion responsibility for certain additional settlement payments and incentive payments associated with the anticipated Second Memorandum of Settlement (defined below).

X. The Parties acknowledge they are each vested with the legal power to satisfy their respective obligations under this Agreement, and HPTE and BE each warrant and acknowledge they possess the legal power to jointly undertake the obligations, with respect to the components of the Project scope that each is undertaking, including full satisfaction of the Enterprises' joint and several obligations under the C-70 Project Agreement.

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. ENTERPRISES LICENSE

1. Grant of License. In consideration of the various benefits CDOT will receive as a result of the Project, CDOT hereby provides to the Enterprises a perpetual, non-exclusive, non-terminable license over, under, upon and in the Right-of-Way (the "License") for the Enterprises to design, construct, operate and maintain the Project. CDOT acknowledges and agrees that the Enterprises may sublicense the License as needed to fulfill their obligations hereunder and under the C-70 Project Agreement, including the sublicense of the License to the Developer as provided for in the C-70 Project Agreement. CDOT agrees that the License granted under this section shall automatically extend to Additional Right-of-Way as it is acquired for the Project.

2. Reserved Rights; Non-Interference by CDOT. Subject to the License, CDOT reserves the right of use, occupancy and ownership over, under, upon and in the lands comprising the site of the Project; provided that CDOT agrees that it shall not, and shall not purport to, assign, convey, transfer, dispose of, alienate or create any lien or encumbrance in the land comprising the site of the Project and shall defend CDOT's title or real property interest to such land, subject to rights held by third parties as of the Effective Date, against any person claiming an interest adverse to CDOT. CDOT shall exercise its rights under this paragraph consistent with its obligations under this Agreement with respect to the Project and in a manner that does not interfere with the design, construction, operation and maintenance of the Project by the Enterprises, including the collection of tolls by HPTE on the Project.

3. Assignment of Certain Claims. In consideration of the various benefits CDOT will receive as a result of the Project, CDOT hereby assigns to the Enterprises its rights as claimant on any claims CDOT is entitled to assert against any relevant contractor pursuant to Sections 13-20-801 *et seq.*, C.R.S. with respect to any losses incurred by the Enterprises or the Developer under the C-70 Project Agreement as a result of any part of the Work that relates to Structure No. E-17-VD (I-70 over Havana Street) or to Structure No. E-17-VE (I-70 over UPRR spur track). CDOT agrees that the Enterprises may further assign such claims against the relevant contractor referenced above to the Developer as needed to fulfill the Enterprises' obligations under Section 3.3.2.a the C-70 Project Agreement and agrees to reasonably cooperate with the Enterprises and the Developer in the assertion of any such claims, including by making available any relevant documents or materials in CDOT's possession.

### II. PROJECT MANAGEMENT AND GOVERNANCE STRUCTURE

1. General; Board Approvals. The Parties acknowledge that neither the delegation to CDOT, nor the allocation among CDOT and the Enterprises, of the rights and responsibilities with respect to the Project pursuant to this Agreement, contradicts or otherwise affects the rights and obligations of the Enterprises under the C-70 Project Agreement. Approval of the terms and conditions of the final C-70 Project Agreement by the BE Board of Directors and the HPTE Board

of Directors shall each be a prerequisite to execution of the C-70 Project Agreement (the date of such execution being “Commercial Close.”). Approval of the BE Board of Directors shall be a further prerequisite to BE’s execution of the Supplemental Indenture and the Central 70 Note.

2. CDOT Project Director; CDOT Personnel. The HPTE Director (or HPTE Director’s designee) and BE Director (or BE Director’s designee) shall retain their full authority with respect to those matters set forth in the Financing Agreements, matters set forth in Schedule 1 to the C-70 Project Agreement, and related financial matters. Following Commercial Close through Final Acceptance, with respect to all other matters set forth in the C-70 Project Agreement except as provided for in Section II.5 of this Agreement, the Enterprises delegate their rights and responsibilities to perform the C-70 Project Agreement to CDOT. Such rights and responsibilities as delegated to CDOT shall be vested in the C-70 Project Director, who shall have authority as Project Director and Enterprise Authorized Representative (as defined in the C-70 Project Agreement) with authority to oversee the Project. The Project Director shall make available all records pertaining to the exercise of the Enterprises’ delegated powers to the HPTE Director and BE Director upon request. The Project Director shall keep both the HPTE Director and BE Director apprised of all material developments in the Project through Final Acceptance.

3. Project Management Team. There shall be constituted a Project Management Team (“PMT”), consisting of the C-70 Project Director, C-70 Deputy Director of Project Delivery (or other designee of the C-70 Project Director), C-70 Deputy Director of External Programs and Outreach (or other designee of the C-70 Project Director), CDOT Chief Engineer, HPTE Director (or the HPTE Director’s designee) and BE Director (or BE Director’s designee). The Project Director shall report monthly to the PMT on the status of the Project, including a report of all material developments, Supervening Events and matters referred to any Dispute Resolution Panel. The PMT may suggest matters be referred to the Enterprises for further consultation or consent prior to binding action being taken by the C-70 Project Director and/or Enterprise Representative.

4. Executive Oversight Committee. There shall be constituted an Executive Oversight Committee (“EOC”), which will include the CDOT Chief Engineer, CDOT Chief Financial Officer, CDOT Director of Communications, CDOT Director of Project Support, CDOT Director of the Office of Policy and Government Relations, HPTE Director (or HPTE Director’s designee), BE Director (or BE Director’s designee), and representatives of the Colorado Attorney General’s Office, FHWA, and the City of Denver. The C-70 Project Director shall report on Project progress and other matters requiring policy input to the EOC on at least a quarterly basis. The EOC may suggest matters be referred to the Enterprises for further consultation or consent prior to binding action being taken by the C-70 Project Director and/or Enterprise Representative. The EOC shall also advise the C-70 Project Director on matters to be referred to the Transportation Commission, BE Board of Directors and the HPTE Board of Directors.

5. Enterprise Consultation and Consent. Prior to taking any binding action, CDOT shall seek the consent of HPTE and/or BE, as applicable, with respect to the matters set forth in Sections 3.3, 9.3, 15.4-15.6, 17, 26-31, 32, and 33 of the C-70 Project Agreement; matters concerning Schedule 1, Schedule 7, and Schedule 14 of the C-70 Project Agreement; any matter referred for dispute resolution under Schedule 25 of the C-70 Project Agreement during the Construction Period; matters related to the Financing Agreements and the Project financing; or

any other matter recommended for referral by the PMT or the EOC for further Enterprise consideration. CDOT shall consult the Enterprises regarding Change Orders as set forth in Section III.12 of this Agreement.

6. Quarterly Reporting. The C-70 Project Director, with cooperation and assistance from HPTE, shall provide quarterly updates to the Transportation Commission, BE Board of Directors and the HPTE Board of Directors through Final Acceptance.

### **III. CONSTRUCTION PERIOD OF THE PROJECT**

1. Overview and Costs. Pursuant to the C-70 Project Agreement, the Enterprises (i) are required to pay Milestone Payments to the Developer in consideration of Work performed by Developer up to and including Substantial Completion; (ii) may be required to pay compensation to the Developer in relation to a Supervening Event; and (iii) may be required to make certain incentive payments to the Developer upon achievement of workforce participation goals. In addition, CDOT will have certain design and construction responsibilities pursuant to Section III.14 and will incur Pre-Development Costs associated with such activities. To that end, the Parties agree to the division of costs as set forth in this Section III of this Agreement.

2. Pre-Development Costs. Except as otherwise specifically identified as a responsibility of HPTE or BE in this Section III, CDOT shall be primarily responsible for the performance of and payment of costs associated with preliminary design, environmental approvals, acquisition of right of way, managing the procurement of the Project in coordination with the Enterprises, and certain other pre-development activities associated with the Project (together the “Pre-Development Costs”). In consideration of the benefit of CDOT’s participation in the design and construction of the Project pursuant to Section III.14, BE has agreed to initially fund a portion of the Pre-Development Costs for the Project, provided that such contribution by BE shall not exceed \$172,309,333. CDOT agrees and acknowledges that BE’s \$172,309,333 contribution shall be in full satisfaction of any obligations the Enterprises might have with respect to funding of Pre-Development Costs of the Project, with any amount in excess thereof being paid by CDOT. If Pre-Development Costs for the Project exceed CDOT’s estimated contribution of \$171,045,502, CDOT, and not the Enterprises, shall be solely responsible for identifying and obtaining additional funding sources to cover any shortfalls.

3. Preferred Proposer Reimbursement of Costs. Pursuant to Section 3.7 of Part B of the Instructions to Proposers contained in the RFP, the Preferred Proposer (or its Developer) is required to pay the Enterprises, on Financial Close, an amount equal to \$25,000,000 as payment for and/or reimbursement of, costs incurred by the Enterprises and/or CDOT in connection with the procurement of the Project. The Parties agree that such amounts shall be utilized solely for the payment of Pre-Development Costs except as specifically provided for in this Agreement.

4. Milestone Payments. The Parties agree to allocate the cost of Milestone Payments due under the C-70 Project Agreement between CDOT and BE as set forth in Table III-1 below, with the portion of such Milestone Payments payable by CDOT being a “CDOT MP Obligation” and the portion payable by BE being a “BE MP Obligation.”

Table III-1: Milestone Payment Contributions

<b>Milestone</b>	<b>Milestone Payment</b>	<b>BE MP Obligation</b>	<b>CDOT MP Obligation</b>
<b>Milestone 1</b>	\$50,000,000	\$0	\$50,000,000
<b>Milestone 2A</b>	\$61,800,000	\$53,645,502	\$8,154,498
<b>Milestone 2B</b>	\$33,200,000	\$33,200,000	\$0
<b>Milestone 3</b>	\$52,000,000	\$52,000,000	\$0
<b>Milestone 4A</b>	\$26,000,000	\$26,000,000	\$0
<b>Milestone 4B</b>	\$26,000,000	\$26,000,000	\$0
<b>Milestone 5A</b>	\$26,700,000	\$26,700,000	\$0
<b>Milestone 5B</b>	\$26,700,000	\$26,700,000	\$0
<b>Milestone 6</b>	\$3,000,000	\$3,000,000	\$0
<b>Substantial Completion</b>	\$13,600,000	\$13,600,000	\$0
<b>Total</b>	<b>\$319,000,000</b>	<b>\$260,845,502</b>	<b>\$58,154,498</b>

BE shall undertake commercially reasonable efforts, after first accounting for amounts required to be paid in accordance with the security and priority of payments set forth in the Master Indenture toward Senior Bonds, to budget and allocate funds in each fiscal year to satisfy the BE MP Obligations.

5. DRCOG Funds. The Board of Directors of the Denver Regional Council of Governments (“DRCOG”) previously approved a resolution establishing a commitment in principle to contribute \$50 million in federal Congestion Mitigation and Air Quality Improvement (“CMAQ”) funds to CDOT for the Project. As of the date hereof, \$6 million of CMAQ funds have been remitted to CDOT for the Project, with the remaining amounts expected to be paid in future fiscal years as set forth in Table III-2 (see Footnote 4) below. CDOT intends to commit such CMAQ funds to the Project to fund certain Pre-Development Costs and CDOT MP Obligations. Notwithstanding the foregoing, should DRCOG fail to provide funding in any subsequent fiscal year, CDOT shall be responsible for identifying and obtaining alternative funding to satisfy the CDOT Available Funds Obligation (as defined below).

6. SB-09-228 Funds. CDOT received \$179,200,000 in SB-09-228 funds in fiscal year 2015-2016, which has been budgeted for and committed to the Project as of the Effective Date. CDOT intends that \$58,154,498 of its SB-09-228 funding contribution be allocated toward meeting the CDOT MP Obligations and used by the Enterprises for purposes of satisfying their obligations to make Milestone Payments to the Developer under C-70 Project Agreement. HPTE and BE shall ensure that such funds are set aside and encumbered in accordance with State Fiscal Rules to enable payment of Milestone Payments when scheduled pursuant to the C-70 Project Agreement.

7. Pro-Rata Construction Cost Calculation. BE and CDOT agree to allocate certain costs, as detailed in this Agreement, based on a proportion of the total Project costs, with BE's portion being calculated to include all such Project costs that meet the BE-Eligible Criteria (the "BE-Eligible Costs"), and CDOT's portion being calculated to include all other Project costs (the "Pro-Rata Construction Cost Calculation"). The Parties agree and acknowledge that the Pro-Rata Construction Cost Calculation is intended to be based upon the Eligible Cost Breakdown, provided by the Developer on Form D-2 to Part H of the Instructions to Proposers contained in the RFP with its Proposal, which, for certainty, provided that BE-Eligible Costs and Non-BE-Eligible Costs be allocated as sixty-six percent (66%) and thirty-four percent (34%), respectively, based upon the CBE Funding Eligibility Criteria approved by Resolution #BE-15-8-2 of the BE Board of Directors on August 20, 2015. BE and CDOT may modify the methodology for establishing the Pro-Rata Construction Cost Calculation at any time prior to Financial Close by written amendment to this Agreement approved by the Parties.

8. Incentives for Workforce Participation. Pursuant to Section 2 of Part V of Appendix B of Schedule 15 of the C-70 Project Agreement, the Developer is eligible for certain monetary incentives for workforce participation. The Parties agree to allocate the cost of such incentive payments 100% to CDOT (the "CDOT Incentive Obligation") and CDOT shall be responsible for identifying and obtaining funding to satisfy the CDOT Incentive Obligation. CDOT shall timely remit such funds to BE and HPTE, which funds shall be used by the HPTE and BE solely for purposes of satisfying the Enterprises' obligation with respect to the workforce participation incentives due to the Developer under C-70 Project Agreement.

9. Cumulative Available Construction Period Funds. BE and CDOT each agree to budget and commit to the Project such minimum funding amounts during each fiscal year of the Construction Period as set forth in Table III-2 below, with the portion to be made available by CDOT being the "CDOT Available Funds Obligation" and the portion to be made available by BE being the "BE Available Funds Obligation," which amounts are inclusive of each Party's Milestone Payment contribution and expected Pre-Development Cost contribution during the Construction Period. An alternative sequence of funding (including, for certainty, utilization of DRCOG CMAQ and SB-09-228 funds for either Pre-Development Costs or toward a CDOT MP Obligation) may be agreed to as between BE and CDOT, provided that neither the total cumulative available funds made available by either Party in any fiscal year, nor the total amount payable by BE during the Construction Period, shall be modified without further amending this Agreement. To the extent Pre-Development Costs during the Construction Period exceed amounts that have been committed, CDOT, and not the Enterprises, shall be responsible for funding additional Project contingency from other funding sources as shall be determined in the discretion of the Transportation Commission at the time such additional funding is requested.

Table III-2: Cumulative Available Funds During the Construction Period<sup>1</sup>

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<sup>1</sup> Amounts available represent new amounts to be made available during the fiscal year, are not cumulative, and may not be fully expended in the year indicated. Amounts not expended in the year such funds are made available are expected to be carried over into the subsequent fiscal year. Milestone payment timing is dependent upon Developer's completion schedule.

<b>Period</b>	<b>BE Available Funds</b>	<b>CDOT Available Funds</b>
Prior to June 30, 2017	\$142,309,333 <sup>2</sup>	\$185,200,000 <sup>3</sup>
July 1, 2017 – June 30, 2018	\$0	\$3,000,000 <sup>4</sup>
July 1, 2018 – June 30, 2019	\$86,845,502 <sup>5</sup>	\$16,000,000
July 1, 2019 – June 30, 2020	\$52,000,000	\$25,000,000
July 1, 2020 – June 30, 2021	\$122,000,000	\$0
July 1, 2021 and after	\$0	\$0
<b>Total<sup>6</sup></b>	<b>\$403,154,835</b>	<b>\$229,200,000</b>

10. Substantial Completion Deductions Amount. Pursuant to the C-70 Project Agreement, a failure to perform certain obligations by the Developer may result in a Substantial Completion Deduction Amount to the Substantial Completion Milestone Payment. Such Substantial Completion Deduction Amount shall be deducted from the BE MP Obligation for the Substantial Completion Payment made to the Developer pursuant to the C-70 Project Agreement.

11. Supervening Events. Pursuant to the C-70 Project Agreement, certain Supervening Events may require Compensation to be paid by the Enterprises to the Developer during the Construction Period. Except as otherwise provided specifically herein, the Parties agree to allocate the cost of such Compensation among BE and CDOT based on the Pro-Rata Construction Cost Calculation, provided that any Compensation due to a Supervening Event that arises solely due to the action or inaction of CDOT, without prior notification to and acknowledgment by BE, will be allocated 100% to CDOT, and provided also that:

a. Any portion of the Compensation that constitutes Delay Financing Costs will be allocated 100% to BE;

b. For clarity, any portion of the Compensation that constitutes Milestone Payment Delay Costs will be allocated based on the Pro-Rata Construction Cost Calculation;

<sup>2</sup> The BE Available Funds prior to June 30, 2017, equal those amounts budgeted prior to the Effective Date of this Agreement for BE's contribution to the Pre-Development Costs. No additional BE expenditures are contemplated prior to June 30, 2017.

<sup>3</sup> Amount includes the SB-09-228 funds committed to the Project and the first installment of DRCOG CMAQ funds.

<sup>4</sup> Remaining fiscal year contributions from CDOT equal the anticipated DRCOG CMAQ funding tranches.

<sup>5</sup> Remaining fiscal year contributions from BE equal the BE MP Obligations.

<sup>6</sup> Amounts shown are for anticipated Construction Period payments only and do not include amounts payable by (i) BE toward the Capital Performance Payment under the Supplemental Indenture and (ii) CDOT toward its proportionate share of the OMRP.

c. Any amounts owed by (or payable to) the Enterprises following the Reconciliation of Compensation for Delay Financing Costs and Milestone Payment Delay Costs following Substantial Completion provided for in the C-70 Project Agreement shall be allocated between BE and CDOT as set forth in (a.) and (b.) above respectively; and

d. Change Orders (which for purposes of the C-70 Project Agreement are also Supervening Events) shall be handled in accordance with Section III.12 of this Agreement.

Notwithstanding the foregoing, BE and CDOT may agree in advance of any Compensation becoming due to the Developer in respect of any Supervening Event to a different allocation of costs, provided that any modification to the allocation of costs that increases the obligation of BE above the amount it would otherwise be allocated under this Section III.11 shall require Developer's consent. CDOT shall timely remit its proportionate share of any Compensation due to Developer to the Enterprises, which funds shall be used by BE and HPTE solely for purposes of satisfying the Enterprises' obligation due to the Developer in respect of such Supervening Event under the C-70 Project Agreement.

12. Change Orders. Change Orders initiated during the Construction Period will generally be authorized by CDOT in keeping with its primary responsibility to provide design and construction management and administrative oversight of the Developer through the Final Acceptance Date of the Project and in accordance with the delegated responsibilities for project management set forth in Section II.2 of this Agreement. The Parties agree that the responsibility for costs of Change Orders initiated in the Construction Period (whether or not such Change Order might also result in an increase in the OMR Payment during the Operating Period) will generally be allocated between BE and CDOT based on the Pro-Rata Construction Cost Calculation. Both BE and HPTE shall be given advance written notice of all Change Orders prior to their execution. The method for compensating the Developer in respect of any Change Order (whether through a lump sum payment, deferred installment payments, adjustments to the Performance Payments, or any other mechanism provided for in the C-70 Project Agreement) shall be mutually agreed upon by the Parties. Notwithstanding any provision of this Agreement to the contrary, the Parties may agree upon a different allocation of cost responsibility for Change Orders depending upon the nature of the proposed Change Order, the mechanism selected for payment under the terms of the C-70 Project Agreement, or any other factor deemed relevant by the Parties, each acting reasonably, provided that any modification to the allocation of cost responsibility that increases BE's proportionate share in excess of the Pro-Rata Construction Cost Calculation shall require Developer's consent.

13. CDOT Contributions to Enterprises Not a Grant. The Parties hereby agree and acknowledge that all amounts made available by CDOT to BE and/or HPTE pursuant to this Section III are being paid to the Enterprises in exchange for and as CDOT's contribution toward the completion of the Project and, in accordance with Section 43-4-803(13)(b)(IV), C.R.S., are not and shall not be construed as a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

14. CDOT Responsibilities. The Enterprises hereby delegate, and CDOT agrees to perform, the following obligations of the Enterprises under the C-70 Project Agreement:

a. CDOT will be primarily responsible to provide design and construction management and administrative oversight of the Developer through the Final Acceptance Date of the Project in accordance with the terms and conditions of the C-70 Project Agreement. 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; processing, investigating and, if appropriate, managing disputes arising from the Construction Work or during the Construction Period; performing construction supervision of the Developer and its subcontractors in relation to the construction schedule and other requirements of the C-70 Project Agreement; and enforcing the rights and remedies of the Enterprises under the C-70 Project Agreement.

b. CDOT will provide reasonable cooperation to HPTE and BE with regard to the Developer's financing of the Project and any continuing disclosure or other ongoing obligations related thereto.

c. CDOT shall be responsible for completion of the environmental review process under the National Environmental Policy Act ("NEPA") and related statutes, as well as any subsequent compliance, modifications to the ROD and oversight of the completion of mitigation measures. CDOT shall be responsible for making payments due in respect of any mitigation commitments that are to be undertaken by CDOT, and not by the Developer pursuant to the terms of the C-70 Project Agreement, from moneys available for Pre-Development Costs. CDOT shall be responsible for costs incurred by the Enterprises, including as a result of any delays that are compensable under the terms of the C-70 Project Agreement, as such relate to compliance with NEPA and the ROD.

d. CDOT shall ensure that 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 ROD, including oversight of any re-evaluations or other Environmental Approvals required to be undertaken by the Developer in accordance with the C-70 Project Agreement.

e. 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.

f. CDOT shall be responsible for providing the Department Provided Approvals set forth in the C-70 Project Agreement. CDOT shall be responsible for costs incurred by the Enterprises, including as a result of any delays that are compensable under the terms of the C-70 Project Agreement related to a failure to provide the Department Provided Approvals.



g. CDOT shall assist the Enterprises in complying with their obligation to provide assistance to the Developer in obtaining and modifying Governmental Approvals and Permits under Section 8.4.4 of the C-70 Project Agreement.

h. CDOT shall be responsible for administering and enforcing the URAs, including, but not limited to, undertaking Reasonable Efforts to enforce Claims against Utility Owners in respect of any Unexcused Utility Owner Delay Compensation Event claimed by the Developer against the Enterprises. CDOT agrees to promptly remit amounts recovered, less the reasonable cost and expense incurred by CDOT in pursuing such claim, to the Enterprises for payment to the Developer in accordance with the C-70 Project Agreement. CDOT shall be responsible for making payments due to any Utility Owner pursuant to the terms of the URAs and the C-70 Project Agreement from moneys available for Pre-Development Costs.

i. CDOT shall be responsible for administering and enforcing the RRAs, including, but not limited to, enforcing any Claims against Railroads in respect of any Unexcused Railroad Delay Supervening Event claimed by the Developer against the Enterprises. 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. CDOT shall be responsible for making payments due to any Railroad pursuant to the terms of the RRAs and the C-70 Project Agreement from moneys available for Pre-Development Costs.

j. CDOT will be responsible for ensuring compliance with Disadvantaged Business Enterprise, workforce development and related Developer requirements for the Project as set forth in Schedule 15 to the C-70 Project Agreement.

k. CDOT will maintain all documents related to the construction of the Project and make them available for inspection and review by HPTE, BE 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.

l. CDOT shall cooperate with the Enterprises in administering the Physical Damage Proceeds Reserve described in Schedule 13 to the C-70 Project Agreement. CDOT shall assist the Enterprises in reviewing any Reinstatement Plan submitted by Developer and shall cooperate with the Enterprises to ensure Developer is promptly reimbursed for costs and expenses incurred to effect the Reinstatement Work.

m. CDOT shall lead the administration, coordination and enforcement of the Cover Maintenance Agreement between CDOT, the Enterprises and the City of Denver, as well as serve as the primary liaison between the Developer and third-parties related to the Cover during the Construction Period.

n. CDOT shall serve as the primary liaison between the Developer and the Warranty Beneficiaries and shall be responsible for, on the Enterprises' behalf, coordinating the exercise of such right of enforcement with each Warranty Beneficiary, with a view to CDOT being the primary party with which the Developer is required to interface in connection with the enforcement of Project Warranties.

15. HPTE Responsibilities. HPTE shall be specifically responsible for the following with respect to the construction of the Project, including the costs related thereto:

a. HPTE shall perform 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 under the Managed Lanes Tolling Services Agreement, dated May 7, 2015 (the "TSA") with the E-470 Public Highway Authority ("E-470"), and/or under any successor agreement thereto.

b. HPTE shall, in cooperation with CDOT, lead coordination with all relevant Transportation Management Organizations (TMOs) in the community on efforts to implement Transportation Demand Management (TDM) and related programs to address traffic congestion and other concerns of communities in the Project area.

16. BE Responsibilities. BE shall be specifically responsible for the following with respect to the construction of the Project, including the costs related thereto:

a. BE shall perform the obligations of the PABs Issuer (as defined below) under the C-70 Project Agreement. BE has applied to and received approval from the U.S. Department of Transportation to issue up to \$725 million of private activity bonds ("PABs") under section 142(a)(15) and (m) of the Internal Revenue Code of 1986, as amended. If included in the Developer's accepted Proposal, BE will act as the conduit issuer (the "PABs Issuer") of the PABs for the Project, the proceeds of which are to be loaned to the Developer and used by the Developer to fund a portion of Project costs. If issued, the PABs will be special, limited obligations of BE, payable solely from and secured solely by a trust estate established under the PAB issuing instrument, and will not, and shall not be deemed to constitute an obligation, moral or otherwise, of the Parties or the State of Colorado.

b. BE shall perform its obligations pursuant to the Financing Documents.

c. BE shall be responsible for all continuing disclosure and other ongoing obligations related to Developer's financing of the Project. To the extent permitted by law, BE may elect to delegate the administration of the performance of the obligations set forth in this Section III.16.c to HPTE.

17. Acknowledgement of First Memorandum of Settlement. The Parties acknowledge that the Enterprises entered into a Memorandum of Settlement dated May 9, 2019 (the "First Memorandum of Settlement"), among themselves, the Developer, and Kiewit

Infrastructure Co. (the “Construction Contractor”), which provided for, *inter alia*, a settlement of certain Supervening Events submitted by Developer. Pursuant to Section III.11 of this Agreement, the Parties agree to allocate any Compensation due under the First Memorandum of Settlement per the Pro-Rata Construction Cost Calculation.

18. Acknowledgement of Second Memorandum of Settlement. The Parties acknowledge that the Enterprises intend to enter into a second Memorandum of Settlement (the “Second Memorandum of Settlement”), among themselves, the Developer, and the Construction Contractor which will provide for, *inter alia*, the settlement of certain additional Supervening Events, provide for a restructuring of the Developer’s Project Debt (as defined in the C-70 Project Agreement), and provide for the payment by the Enterprises an amount equal to \$12,500,000 (the “Second PA Settlement Payment”) and, if the Construction Work required to achieve Substantial Completion is completed by January 1, 2023 (as such date may be extended from time to time in accordance with Section 7.1 of the Second Memorandum of Settlement), an additional amount equal to \$2,500,000 (the “SC Incentive Payment”). The Parties agree to allocate the Second PA Settlement Payment per the Pro-Rata Construction Cost Calculation. Responsibility for payment of the SC Incentive Payment, if any, shall be allocated 100% to CDOT.

#### **IV. OPERATIONS AND MAINTENANCE PERIOD OF THE PROJECT**

1. Overview and Costs. Pursuant to the C-70 Project Agreement, the Enterprises are required to pay Performance Payments (comprised of a Capital Performance Payment and an OMR Payment, as defined below) to Developer in consideration of Work performed by Developer, and may be required to pay Compensation to the Developer in relation to a Supervening Event. To that end, the Parties agree to the division of costs as set forth in this Section IV of this Agreement.

a. “Capital Performance Payment” means the component of the Maximum Performance Payment (as defined in Schedule 6 of the C-70 Project Agreement) represented by the expression “ $(\text{Base}_{\text{CPP}} \times (1.02)^n)$ ”.

b. “OMR Payment” means the component of the Maximum Performance Payment (as defined in Schedule 6 of the C-70 Project Agreement) represented by the expression “ $(\text{Base}_{\text{OMRP}} \times \left(\frac{\text{CPI}_y}{\text{CPI}_{2017}}\right))$ ”.

2. Capital Performance Payment Allocation. Except as otherwise provided herein, the Parties agree to allocate the cost of the Capital Performance Payment 100% to BE (the “BE CPP Obligation”). The BE CPP Obligation will be secured by the Central 70 Note. For so long as the Central 70 Note is outstanding, BE agrees to (i) on or before the fifth Business Day (as defined in the Master Indenture) prior to the last day of each month (or such other date as specified in the Supplemental Indenture), provide written notice to the State Treasurer of the amounts required to be transferred or disbursed from the BE General Account (as defined in the Master Indenture) on the last day of the calendar month (in accordance with the Supplemental Indenture); (ii) on or before the second Business Day prior to the last day of each month (or such other date as specified in the Supplemental Indenture), provide written notice to the Trustee as to the Central 70 Net Payment (as defined in the Master Indenture) required to be made to the Developer on the Payment

Date (in accordance with the Supplemental Indenture); and (iii) on the last day of each calendar month, cause the State Treasurer to transfer or disburse such amounts to the Trustee as are required to be transferred pursuant to the terms of the Supplemental Indenture.

3. Pro-Rata O&M Cost Calculation. HPTE and CDOT agree to allocate certain costs, as detailed in this Agreement, based on a proportion of the total number of vehicles using all lanes on the Project during the prior year, 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 applicable cost for purposes of the Pro-Rata O&M Cost Calculation 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 cost and CDOT would be responsible for \$80,000 of such costs. Notwithstanding the foregoing, HPTE and CDOT may, by mutual agreement, modify the methodology for calculating the Pro-Rata O&M Cost Calculation as necessary to make use of traffic data available at the time such calculation is made.

4. OMR Payment Allocation. Except as otherwise provided herein, the Parties agree to allocate the cost of the OMR Payment as follows:

a. During the period commencing on the Performance Payment Start Date (as defined in the C-70 Project Agreement) and concluding at the start of the Operating Period, as a result of the extension of the Construction Period of the Project arising from the execution of the First Memorandum of Settlement and the Second Memorandum of Settlement, the Parties agree and acknowledge that HPTE's allocable share of the OMR Payment under the Pro-Rata O&M Cost Calculation will equal zero and CDOT shall be 100% responsible for the OMR Payment. The Parties further agree and acknowledge that all other provisions of this Agreement applicable to the Construction Period shall remain in full force and effect. The obligations of the Parties under Sections IV.6 through IV.12 of this Agreement shall commence upon Substantial Completion of the Project.

b. During the Operating Period, the Parties agree to allocate the cost of the OMR Payment net of the CCD O&M Amount (as defined below) (the "Net OMR Payment") among CDOT and HPTE based on the Pro-Rata O&M Cost Calculation, with the portion allocable to CDOT being the "CDOT OMRP Obligation" and the portion allocable to HPTE being the "HPTE OMRP Obligation."

5. OMR Payment Obligations. The Parties agree to allocate responsibility for payment of the OMR Payment as follows:

a. The CDOT Chief Financial Officer shall include such amounts sufficient to pay the full OMR Payment due to the Developer for the succeeding year in the annual operation and maintenance budget request submitted to the Transportation Commission for the allocation of moneys in the state highway fund for such purpose. CDOT agrees to make available the full amount of the OMR Payment payable in the following fiscal year as of the last day of the first month of such fiscal year, inclusive of the CDOT OMRP

Obligation and the HPTE OMRP Obligation. CDOT (or such Paying Agent as CDOT designates at a future date) shall be responsible for making the OMR Payments due to the Developer under the C-70 Project Agreement.

b. On an annual basis, HPTE shall, in cooperation with CDOT, determine the Pro-Rata O&M Cost Calculation to be utilized for the prior fiscal year and notify the CDOT Chief Financial Officer in writing of the same. HPTE shall remit to CDOT the full HPTE OMRP Obligation in respect of the prior fiscal year no later than September 30.

c. The Parties acknowledge and agree that the CDOT OMRP Obligation is likely to greatly exceed the HPTE OMRP Obligation in each fiscal year, and CDOT's agreement to assume responsibility for making the OMR Payments due to the Developer is for the administrative convenience of both parties only. CDOT's payment of the OMR Payments to the Developer shall in no way reduce or eliminate HPTE's responsibility for payment to CDOT of the HPTE OMRP Obligation, nor shall it be deemed or construed to be either a loan to HPTE pursuant to Section 43-4-806(4), C.R.S. or a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

6. CCD O&M Amount. The Parties and the City of Denver have entered into an Inter-Governmental Agreement dated September 14, 2015 (the "Denver IGA") pursuant to which Denver has agreed to make annual payments of \$2,688,010 (as they may be reduced pursuant to the terms of the Denver IGA in the event of construction cost savings) in equal installments to the Project for thirty years, commencing upon Substantial Completion of the Project (the "CCD O&M Amount"). It is anticipated that the CCD O&M Amount will be received by CDOT at the beginning of each Contract Year of the C-70 Project Agreement, with the first CCD O&M Amount to be made upon Substantial Completion of the Project. For purposes of netting the CCD O&M Amount as provided for in Section IV.4 of this Agreement, it is contemplated that the CCD O&M Amount payable in the first Contract Year may be prorated as between CDOT and HPTE, from the Substantial Completion Date through June 30 of first Contract Year, in order to align future years' OMR Payment budgeting with the state fiscal year.

With respect to the CCD O&M Amount and the Denver IGA, the Parties further agree as follows:

a. CDOT shall utilize the CCD O&M Amount received from Denver toward the OMR Payment due to the Developer under the C-70 Project Agreement.

b. CDOT shall ensure that such funds are set aside and encumbered in accordance with State Fiscal Rules to enable payment of OMR Payments when scheduled pursuant to the C-70 Project Agreement.

c. The Parties agree that CDOT shall bear the risk of Denver failing to make payment of the CCD O&M Amount, or any portion thereof, when due, and any such shortfall shall be allocated 100% to CDOT. CDOT shall be solely responsible for identifying and obtaining alternative funding to cover such shortfalls and making such

amounts available to HPTE to fund the OMR Payments due to the Developer under the C-70 Project Agreement.

d. CDOT agrees to utilize commercially reasonable efforts to enforce the rights and obligations of the State under the Denver IGA, including undertaking efforts to ensure Denver appropriates funds for its CCD O&M Amount obligations in each fiscal year.

e. CDOT shall be entitled to seek recovery of such unpaid amounts from the City of Denver pursuant to the terms of the Denver IGA, and any such recovery shall be payable in full to CDOT. Any moneys made available under this provision shall not be deemed a grant by CDOT to HPTE, but rather a payment toward the completion of the Project in accordance with Section 43-4-803(13)(b)(IV), C.R.S.

f. Notwithstanding CDOT's obligations under this section, any payments received by HPTE pursuant to the Denver IGA shall not be deemed a grant to HPTE, but rather a payment by a local government for the accelerated completion of a surface transportation infrastructure project in accordance with Section 43-4-806, C.R.S.

7. Performance Deductions. Pursuant to the C-70 Project Agreement, a failure to perform certain obligations by the Developer may result in Monthly Performance Deductions to the Performance Payments. Except as otherwise provided specifically herein, the Parties agree to credit the amount of such Monthly Performance Deductions occurring during the Operating Period between CDOT and HPTE based on the Pro-Rata O&M Cost Calculation, provided that:

a. Deduction amounts arising as a result of: (i) the Closure of a Tolled Express Lane as set forth in Section 3.2 of Part 3 of Schedule 6 to the C-70 Project Agreement, in an amount equal to the difference between the Closure Deduction for the Closure of a Tolled Express Lane and the Closure Deduction for the Closure of a single General Purpose lane, such that the difference represents the additional deduction intended to compensate for the loss of toll revenues (as such amounts are indexed on an annual basis); and (ii) Operating Period Noncompliance Events 2.57 and 2.64 (relating to ETC System Outages) and set forth in Table 6A.2 of Appendix A of Schedule 6 to the C-70 Project Agreement, shall each be credited 100% to HPTE; and

b. All Monthly Performance Deductions will be allocated first to a reduction in the OMR Payment, and second, to the extent that such Monthly Performance Deductions exceed the OMR Payment, to a reduction in the Capital Performance Payment, thereby resulting in a reduction to the BE CPP Obligation (and the Central 70 Net Payment transferrable from the Trustee to the Developer under the Supplemental Indenture). For the avoidance of doubt, such reductions to the BE CPP Obligation will not be repayable to CDOT or HPTE in any future period. Any excess CCD O&M Amount available as a result of Monthly Performance Deductions exceeding the OMR Payment due in such month shall be applied proportionately to reduce the CDOT OMRP Obligation and HPTE OMRP Obligation due in the following month.

8. Supervening Events. Pursuant to the C-70 Project Agreement, certain Supervening Events may require Compensation to be paid by the Enterprises to the Developer during the Operating Period. Except as otherwise provided specifically herein, the Parties agree to allocate the cost of such Compensation between CDOT and HPTE based on the Pro-Rata O&M Cost Calculation, provided that any Compensation due to a Supervening Event that arises solely due to the action or inaction of CDOT, without prior notification to and acknowledgment by HPTE, will be allocated 100% to CDOT, and provided also that:

a. Any Compensation due to any incident of physical damage to an Element of the Project or delay of or disruption to the Work caused by installation, testing or maintenance of any ETC or ITS Elements by the ETC System Integrator pursuant to the E-470 TSA, the E-470 Installation Agreement, or any successor agreements thereto (subsection g.i. of the definition of Compensation Event in the C-70 Project Agreement) will be allocated 100% to HPTE; and

b. Any Compensation due to any incident of physical damage to an Element of the Project or delay of or disruption to the Work caused by the construction, operation or maintenance of any Other Department Project, or any other facility, infrastructure or project constructed, operated and/or maintained by CDOT, within or in the vicinity of the Right-of-Way (subsection g.ii. of the definition of Compensation Event in the C-70 Project Agreement) will be allocated 100% to CDOT.

Notwithstanding the foregoing, HPTE and CDOT may agree in advance of any Compensation becoming due to the Developer in respect of any Supervening Event to a different allocation of costs.

9. CDOT Operations Period Obligations. CDOT shall be solely responsible for the following, including the cost related thereto, and the Enterprises hereby agree to delegate such responsibilities to CDOT:

a. CDOT shall contract with the Colorado State Patrol for safety enforcement within the corridor (but exclusive of additional enforcement contracted by HPTE for toll evasion enforcement).

b. CDOT shall provide reasonable cooperation to the Enterprises with regard to the Developer's financing of the Project and any continuing disclosure or other ongoing obligations related thereto.

c. CDOT shall maintain sole responsibility for the operations and maintenance of any Limited O&M Work Segments under the control of CDOT, and any associated coordination with the Developer related to the same.

d. CDOT shall provide access to the Maintenance Yard, to the extent the Developer elects to use the Maintenance Yard for its operations and maintenance activities, and any associated coordination with the Developer, as provided for in the C-70 Project Agreement.

e. CDOT shall provide administration and oversight of Developer's compliance with the Handback Requirements contained in Schedule 12 to the C-70 Project Agreement. Such administration and oversight with respect to the handback activities shall include, but not be limited to, inspection and testing; monitoring performance requirements and applicable assessment of non-compliance points and deductions associated with such handback activities; holding the Handback Reserve Account and administering the operations of such account; supervision of the Developer and its subcontractors in relation to the handback plan and schedule and other requirements of the C-70 Project Agreement; and enforcing the rights and remedies of the Enterprises under the C-70 Project Agreement related to the same.

f. CDOT shall be responsible for maintaining any insurance policies that the Parties agree should be carried by CDOT and/or the Enterprises for the benefit of the Project.

g. CDOT shall oversee the Developer's compliance with the requirements of Schedule 15 of the C-70 Project Agreement.

h. CDOT shall be responsible for overseeing ongoing compliance with any ongoing mitigation or other requirements contained in the ROD.

10. BE Operations Period Obligations. BE shall be solely responsible for the following, including the cost related thereto:

a. BE shall comply with its obligations under the Financing Agreements.

b. BE shall comply with any continuing disclosure or other ongoing obligations related to Developer's financing of the Project. To the extent permitted by law, BE may elect to delegate performance of these obligations to HPTE.

c. BE shall comply with its obligations to the Developer and other holders of Bonds (as defined in the Master Indenture) in its capacity as the PABs Issuer.

11. HPTE Operations Period Obligations. HPTE shall be solely responsible for the following, including the costs related thereto (such costs, together with the HPTE OMRP Obligation, constituting the "HPTE O&M Obligations"):

a. HPTE shall be responsible for all toll processing and collection, including, for certainty, all costs payable under the TSA or any successor agreement thereto.

b. HPTE shall cause to be performed all Level I and Level II maintenance of toll equipment, as defined in the TSA or any successor agreement thereto.



c. HPTE shall be responsible for funding any contracts (to be entered into in HPTE's sole discretion) for toll evasion enforcement with the Colorado State Patrol or other law enforcement entity.

d. HPTE shall be responsible for providing operations and maintenance administration and oversight for the Project, including overseeing the Developer's compliance with the C-70 Project Agreement during the Operating Period, but excluding any such responsibilities that have been delegated to CDOT pursuant to Section IV.9. Such administration and oversight shall include, but not be limited to, inspection and testing; monitoring performance requirements and causing the assessment of non-compliance points and deductions; documentation of contract payments; preparing and approving pay estimates; processing, investigating and, if appropriate, managing disputes during the Operating Period, except to the extent such disputes arise from the Construction Work or during the Construction Period; supervision of the Developer and its subcontractors in relation to the operations, maintenance and renewal plan and schedule and other requirements of the C-70 Project Agreement; and enforcing the rights and remedies of the Enterprises under the C-70 Project Agreement.

e. On or before the fifth Business Day prior to the last day of each month, HPTE shall notify BE of any Monthly Performance Deductions in excess of the Net OMR Payment that will result in a reduction to the Capital Performance Payment owing to the Developer in the following month pursuant to Section IV.7.b.

12. Reimbursement for O&M Administration. In exchange for the HPTE providing the operations and maintenance administration and oversight of the Project, CDOT agrees to compensate HPTE an allocable share of the total costs incurred by HPTE in providing the services set forth in Section IV.11.d of this Agreement. Such allocable share shall be based upon the Pro-Rata O&M Cost Calculation ratio or such other cost sharing allocation at CDOT and HPTE may agree to for any fiscal year. HPTE shall include in a scope of work provided to CDOT's Chief Financial Officer no later than September 15 (or another date as the Parties may agree to conform to CDOT's annual budgeting process) for the following fiscal year (to be compensated under a fee for service agreement or similar successor arrangement under which HPTE invoices CDOT for the fair market value of services rendered) an estimate of the costs payable by CDOT in the next fiscal year.

13. CDOT Contributions to HPTE Not A Grant.

a. HPTE and CDOT hereby agree and acknowledge that any amounts paid or made available by CDOT to HPTE pursuant to Section IV.12 are not and shall not be construed as a grant for purposes of Section 20(2)(d) of Article X of the State Constitution, but rather, payment for services to be provided by HPTE to CDOT.

b. HPTE and CDOT hereby further agree and acknowledge that amounts paid or made available by CDOT to HPTE in satisfaction of the CDOT OMRP Obligations are in exchange for and as CDOT's contribution toward the completion of the Project and, in

accordance with Section 43-4-803(13)(b)(IV), C.R.S., are not and shall not be construed as a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

## **V. TERMINATION OF THE PROJECT OR THE C-70 PROJECT AGREEMENT**

1. Overview and Costs. Pursuant to the Instructions to Proposers contained in the RFP for the Project, the Enterprises may be required to pay a Stipend Payment (as defined in the Instructions to Proposers) to the unsuccessful Proposers or to all the Proposers upon cancellation of the procurement. In addition, pursuant to the C-70 Project Agreement, the Enterprises are required to pay certain specified Termination Amounts to the Developer upon the termination of the C-70 Project Agreement. To that end, the Parties agree to the division of costs as set forth in this Section V of this Agreement.

2. Stipend. The Parties agree that if Financial Close is achieved, the cost of any Stipend Payments shall be payable from the payment made by the Preferred Proposer to the Enterprises described in Section III.3 to this Agreement. If the procurement is cancelled following selection of a Preferred Proposer but prior to achieving Financial Close, the Stipend Payment obligation shall be allocated proportionately between BE and CDOT based on the Pro-Rata Construction Cost Calculation. If the procurement is cancelled prior to selection of a Preferred Proposer, the Stipend Payment obligation shall be allocated between BE and CDOT in a manner to be reasonably agreed upon between BE and CDOT.

3. Proposal Security; Financial Close Security. If the Preferred Proposer's Proposal Security (as defined in the Instructions to Proposers) or Financial Close Security is drawn by the Enterprises any amounts received shall be allocated between BE and CDOT. Such allocation shall be based on the Pro-Rata Construction Cost Calculation, or another allocation that BE and CDOT agree is a reasonable representation of the equitable share of costs incurred by each Party in the procurement of the Project.

4. Termination of the C-70 Project Agreement Prior to Financial Close. If the C-70 Project Agreement is terminated prior to Financial Close of the Project, the Financial Close Termination Amount shall be payable by CDOT. Pre-Development Costs incurred prior to the Termination Date shall be allocated between BE and CDOT based on the Pro-Rata Construction Cost Calculation, provided that BE and CDOT may agree to a different cost sharing allocation at any time prior to the Enterprises issuing a Termination Notice under the terms of the C-70 Project Agreement. Amounts paid by either BE or CDOT in excess of the allocable share of Pre-Development Costs payable by such Party under this Section shall be repaid to the other Party.

5. Termination of the C-70 Project Agreement during the Construction Period. If the C-70 Project Agreement is terminated during the Construction Period, the Parties agree to allocate the cost of any associated Termination Amount between BE and CDOT based on the Pro-Rata Construction Cost Calculation, provided that such Pro-Rata Construction Cost Calculation shall be updated immediately prior to a termination event to reflect all work performed prior to such termination event.

6. Termination of the C-70 Project Agreement for Convenience, for Enterprise Default, by Court Ruling, for Extended Events or for Uninsurable Risk during the Operating Period. If the C-70 Project Agreement is terminated during the Operating Period as a result of a Termination for Convenience, a Termination for Enterprise Default, a Termination by Court Ruling, a Termination for Extended Events or for Uninsurable risk, the Parties agree to allocate the cost of any associated Termination Amount among BE, HPTE, and CDOT as follows:

a. HPTE and CDOT shall be responsible for the portions of the Termination Amount that relate to Subcontractor Breakage Costs and Developer Employee Redundancy Payments, and agree to allocate such costs among HPTE and CDOT based on the Pro-Rata O&M Cost Calculation.

b. BE shall be responsible for any remaining portion of the Termination Amount.

7. Termination of the C-70 Project Agreement for Developer Default during the Operating Period. If the C-70 Project Agreement is terminated during the Operating Period for Developer Default, the Parties agree that BE shall be responsible for all components of the Termination Amount, payable from any legally available funds of BE, provided that BE shall credit CDOT for any Maintenance Rectification Costs included in the Termination Amount.

8. Acknowledgement of Lenders Direct Agreement. The Parties acknowledge that pursuant to Schedule 19 of the C-70 Project Agreement, the Enterprises will also enter into a Lenders Direct Agreement among themselves, the Developer and the Collateral Agent, which Lenders Direct Agreement will provide for, *inter alia*, certain rights of the Collateral Agent to require the Developer to assign its rights and transfer its obligations to a Substitute (as such term is defined in Schedule 19 of the C-70 Project Agreement) designated by the Collateral Agent and approved by the Enterprises, and to cause the Enterprises to enter into a new project agreement if the C-70 Project Agreement is rejected by a trustee or debtor-in-possession, or terminated, in a bankruptcy or insolvency proceeding. The Parties acknowledge that nothing in this Agreement is intended to limit the rights of, or provide any greater rights to, the Collateral Agent (including, for certainty, the rights of, or provided to, any Step-in Entity) as are otherwise provided for in the Lenders Direct Agreement, and further agree that all references to the Developer in this Agreement shall be deemed to refer to any Substitute developer commencing on the Substitution Effective Date and continuing until the Expiry Date or Termination Date, as applicable (as such terms are defined in the Lenders Direct Agreement). Notwithstanding the foregoing, if the C-70 Project Agreement is terminated in any bankruptcy or insolvency proceeding, this Agreement shall also terminate in accordance with Section IX.1 hereto. In connection with the Enterprises entering into a new project agreement under the terms of the Lenders Direct Agreement, CDOT, HPTE and BE acknowledge that to give full effect to such new project agreement they will be required to contemporaneously enter into a new intra-agency agreement on substantially the same terms and conditions as this Agreement, except with respect to any obligations fulfilled by any Party hereto prior to the date of termination.

## **VI. HPTE AND BE OBLIGATIONS SHORTFALL**

1. HPTE Obligations Shortfall; Performance. To the extent that toll revenues collected by HPTE from the express lanes on the Project (the “Toll Revenues”) are inadequate to cover the HPTE O&M Obligation, any cost that is allocated to HPTE based on the Pro-Rata O&M Cost Calculation, any cost allocated to HPTE pursuant to Section V of this Agreement, or the cost of any other obligation of HPTE under this Agreement or pursuant to the C-70 Project Agreement (together, the “HPTE Obligations”), HPTE may request a CDOT HPTE Backup Loan (as defined below) to fund such shortfall. Notwithstanding such shortfall in the availability of Toll Revenues or the failure by HPTE to make any principal or interest payment due under any CDOT HPTE Backup Loan Agreement, CDOT agrees that it shall continue to fund its CDOT OMRP Obligation, any cost that is allocated to CDOT based on the O&M Cost Calculation, any cost that is allocated to CDOT pursuant to Section V of this Agreement, its obligations under Section III.14 and IV.9 of this Agreement, and any other obligation of CDOT under this Agreement (together, the “CDOT Obligations”).

2. BE Obligations Shortfall; Performance. To the extent the funds in the BE General Account, 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, required deposits into the: (i) Senior Bonds Debt Service Account; (ii) First Tier Subordinate Bonds Debt Service Account; (iii) Second Tier Subordinate Bonds Debt Service Account; and (iv) Rebate Account, each as defined in the Master Indenture, are inadequate to cover the BE CPP Obligation, or any other obligation of BE under this Agreement or pursuant to the C-70 Project Agreement (together, the “BE Obligations”), BE may request a CDOT BE Backup Loan (as defined below) to fund such shortfall. Notwithstanding such shortfall in the availability of funds in the BE General Account to cover the BE Obligations or the failure by BE to make any principal or interest payment due under any CDOT BE Backup Loan Agreement, CDOT agrees that it shall continue to satisfy the CDOT Obligations.

## **VII. CDOT BACKUP LOAN OBLIGATIONS**

1. CDOT Backup Loan Set Aside. On or before September 15 of the immediately preceding fiscal year (or another date as the Parties may agree is necessary to conform to CDOT’s annual budgeting process), HPTE and BE shall each estimate whether and in what maximum amount it may be necessary for HPTE and BE to request that CDOT provide financial support to satisfy the HPTE Obligations or BE Obligations in any fiscal year, 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., or from CDOT to BE pursuant to Section 43-4-805(4), C.R.S., as applicable (a “CDOT Backup Loan,” and with respect to a CDOT Backup Loan to HPTE, a “CDOT HPTE Backup Loan,” and with respect to a CDOT Backup Loan to BE, a “CDOT BE Backup Loan”).

a. HPTE shall notify the CDOT Chief Financial Officer in writing (with a copy to the Developer) as to the estimated maximum amount, if any, that is expected to be payable in the succeeding fiscal year to satisfy the HPTE Obligations in excess of the amount of Toll Revenues anticipated to be generated by the Project in such fiscal year, and such maximum amount (the “CDOT Backup Loan HPTE Set Aside”) shall be included in CDOT’s budget request to the Transportation Commission for such purpose.

b. BE shall notify the CDOT Chief Financial Officer in writing (with a copy to the Developer) as to the estimated maximum amount, if any, that is expected to be payable in the succeeding fiscal year to satisfy the BE Obligations in excess of the amount of funds expected to be available in the BE General Account (after accounting for amounts first required to be paid in accordance with the security and priority of payments set forth in the Financing Agreements) for the payment of BE Obligations in such fiscal year, and such maximum amount (the “CDOT Backup Loan BE Set Aside”) shall be included in CDOT’s budget request to the Transportation Commission for such purpose.

2. HPTE and BE may also, at any time during any fiscal year, notify the CDOT Chief Financial Officer in writing (with a copy to the Developer) that HPTE or BE, as applicable, desires that CDOT make a CDOT Backup Loan for: (i) with respect to HPTE, projected HPTE Obligations in an amount that exceeds any CDOT Backup Loan HPTE Set Aside, if any, that the Transportation Commission has previously allocated for such fiscal year; and (ii) with respect to BE, projected BE Obligations in an amount that exceeds any CDOT Backup Loan BE Set Aside, if any, that the Transportation Commission has previously allocated for such fiscal year. In such event, the CDOT Chief Financial Officer 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 or BE, as applicable, in such fiscal year in an amount equal to the amount set forth in the notice delivered by HPTE or BE to the CDOT Chief Financial Officer pursuant to this Section.

3. Any CDOT Backup Loans made to HPTE in support of HPTE Obligations shall be requested in writing by HPTE, authorized by 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 HPTE Backup Loan Agreement”), with terms consistent with the terms contained herein. CDOT and HPTE agree to cooperate in good faith to determine a reasonable repayment schedule for each CDOT HPTE Backup Loan that is consistent with HPTE’s projections of Toll Revenues and HPTE Obligations at the time. HPTE shall provide a copy of each CDOT HPTE Backup Loan Agreement to the Developer no later than 15 Working Days following its execution. Obligations owed to CDOT under any CDOT HPTE Backup Loan Agreement shall survive the termination of this Agreement. Amendments or modifications to any executed CDOT HPTE Backup Loan Agreement shall require Developer’s consent during the term of this Agreement.

4. Any CDOT Backup Loans made to BE in support of BE Obligations shall be requested in writing by BE, authorized by a separate Transportation Commission Resolution, and shall be evidenced by one or more loan agreements in substantially the form attached hereto as **Exhibit B** (a “CDOT BE Backup Loan Agreement”), with terms consistent with the terms contained herein and in the Financing Agreements. CDOT and BE agree to cooperate in good faith to determine a reasonable repayment schedule for each CDOT BE Backup Loan that is consistent with the terms and conditions of the Financing Agreements, including that: (i) payments on CDOT BE Backup Loans shall be made solely on a monthly transfer date pursuant to Section 4.01(c) of the Master Indenture from transfers from the BE General Account; (ii) such transfers from the BE General Account shall only occur (A) after transfers to the Senior Bonds Debt Service Account and the First Tier Subordinate Bonds Debt Service Account (each as defined in the Master

Indenture) on the applicable monthly transfer date and (B) as long as, after such transfer, sufficient moneys will remain on deposit in the BE General Account to make the transfers to the Senior Bonds Debt Service Account and the First Tier Subordinate Bonds Debt Service Account on the next following monthly transfer date; and (iii) required payments on any CDOT BE Backup Loan shall be no more frequent than semi-annual. BE shall provide a copy of each CDOT BE Backup Loan Agreement to the Developer no later than 15 Working Days following its execution. Obligations owed to CDOT under any CDOT BE Backup Loan Agreement shall survive the termination of this Agreement. Amendments or modifications to any executed CDOT BE Backup Loan Agreement shall require Developer's consent during any time that the Central 70 Note remains outstanding.

5. Moneys allocated by the Transportation Commission to make CDOT Backup Loans shall be transferred by CDOT to HPTE and BE, as applicable, pursuant to a CDOT Backup Loan Agreement and (i) shall be used by HPTE to satisfy the HPTE Obligations, as they become due, and (ii) shall be used by BE to satisfy the BE Obligations, as they become due.

6. Notwithstanding any other provision hereof:

a. The Parties 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. The Parties 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 HPTE Backup Loan made hereunder shall, in accordance with Section 43-4-806(4), C.R.S., and likewise any CDOT BE Backup Loan made hereunder shall, in accordance with Section 43-4-805(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 the state highway fund for CDOT Backup Loans in an amount equal to the amount of funds so allocated;

d. If an allocation by the Transportation Commission has been made, CDOT shall disburse CDOT Backup Loans up to the amounts requested by HPTE and BE, as applicable, as set forth above;

e. CDOT acknowledges and agrees that BE shall not make any payments to CDOT for the repayment of any CDOT BE Backup Loans pursuant to any CDOT BE Backup Loan Agreement unless, as of any proposed date for such payment, BE shall have first paid all amounts that have become due and payable on such date or on any date prior thereto under the Financing Agreements; and

f. CDOT further acknowledges and agrees that HPTE shall not make any payments to CDOT for the repayment of any CDOT HPTE Backup Loans pursuant to any CDOT HPTE Backup Loan Agreement unless, as of any proposed date of such payment, HPTE shall have funds available for such payment from Toll Revenues after payment of all HPTE Obligations then due and payable.

## **VIII. DEFAULTS, TERMINATION AND REMEDIES**

1. Default; Cure. The failure of any Party to fulfill its obligations to perform in accordance with the terms of this Agreement shall constitute a breach of this Agreement. Any finding of nonperformance and failure to cure under this Paragraph shall first be referred for dispute resolution as provided for in Section VIII.6 prior to any other remedy being pursued.

a. Any Party may demand specific performance of this Agreement, whether or not such Party shall have complied with any other provision of this Agreement applicable to it, at any time another Party shall have failed to comply with any provisions or perform any of the obligations of this Agreement applicable to it. Notice of such demand for specific performance shall be made concurrently to all Parties to this Agreement. The Parties irrevocably waive any defense based on the adequacy of a remedy at law which might be asserted as a bar to such remedy of specific performance.

b. Subject to the requirements of Section IX.1, the non-breaching Party or Parties shall 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 forty-five (45) 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, and no termination right shall arise, if it has promptly commenced a cure of such nonperformance and is diligently pursuing the same.

2. Default for Non-Payment by HPTE. If HPTE fails to repay any amounts due and owing on a CDOT HPTE Backup Loan in accordance with the applicable CDOT HPTE Backup Loan Agreement, upon notice to HPTE and failure by HPTE to cure within forty-five (45) days thereof, CDOT may, at its option: (i) 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 Toll 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 HPTE Backup Loan Agreement; or (ii) take any other appropriate action available at law or in equity. Notwithstanding the foregoing, no principal or interest due on any CDOT HPTE Backup Loan shall be payable except to the extent Toll Revenues, after the payment of all HPTE Obligations payable from Toll Revenues, are available for such purpose, nor shall CDOT be entitled to accelerate amounts owed on any CDOT HPTE Backup Loan during the term of this Agreement. Failure to make a principal or interest payment on any CDOT HPTE Backup Loan due solely to the insufficiency of Toll Revenues shall not constitute a breach or default hereunder or under such CDOT HPTE Backup Loan Agreement. The exercise by CDOT of any

of the remedies above shall not relieve HPTE of liability to repay any CDOT HPTE Backup Loan or for any damages sustained by CDOT by virtue of any breach of this Agreement by HPTE.

3. Default for Non-Payment by BE. If BE fails to repay any amounts due and owing on a CDOT BE Backup Loan in accordance with the applicable CDOT BE Backup Loan Agreement, upon notice to BE and failure by BE to cure within forty-five (45) days thereof, CDOT may, at its option: (i) require BE to engage a consultant to review and analyze BE's operations and recommend actions regarding revising funding plans and funding of projects, changing the methods of program operations, or any other actions to reduce expenses, and in CDOT's discretion, require BE to either implement such recommended actions or undertake such alternative course of action that will ensure BE's ability to meet its payment obligations under the applicable CDOT BE Backup Loan Agreement; or (ii) take any other appropriate action available at law or in equity. Notwithstanding the foregoing, no principal or interest due on any CDOT BE Backup Loan shall be payable except to the extent funds are available in the BE General Account for such purpose after accounting for amounts first required to be paid in accordance with the security and priority of payments set forth in the Financing Agreements, nor shall CDOT be entitled to accelerate amounts owed on any CDOT BE Backup Loan, during any time that the Senior Bonds or the Central 70 Note remain outstanding. Failure of BE to make a principal or interest payment on any CDOT BE Backup Loan due solely to the insufficiency of funds available in the BE General Account shall not constitute a breach or default hereunder or under such CDOT BE Backup Loan Agreement. The exercise by CDOT of any of the remedies above shall not relieve BE of liability to repay any CDOT BE Backup Loan or for any damages sustained by CDOT by virtue of any breach of this Agreement by BE.

4. Default for Non-Payment by CDOT. If CDOT fails to make payment pursuant to any CDOT Obligations, CDOT agrees to undertake commercially reasonable efforts to identify an alternative source of funds and, subject to allocation by the Transportation Commission, contribute such amount to the Project to meet its CDOT Obligations.

5. Indemnity and Insurance Proceeds Received. The Parties agree that any insurance proceeds, indemnity payments, or other proceeds of any claim or proceeding received from the Developer or other third party in respect of the Project will be allocated between the Parties on an equitable basis in proportion to the damage suffered and/or costs incurred, with such proportions to be determined by the mutual agreement of the Parties at a future date.

6. 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 CDOT Chief Engineer, the HPTE Director (or the HPTE Director's designee), and the BE Director (or the BE Director's designee). Failing resolution by such officers, the escalation process shall be to the (i) CDOT Executive Director, HPTE Director, and BE Director (or the BE Director's designee); then to the (ii) Transportation Commission, HPTE Board of Directors, and BE Board of Directors.

## **IX. GENERAL PROVISIONS**

1. Effective Date; Term. This Agreement shall be effective as of the Settlement Date (as defined in the Second Memorandum of Settlement) (the "Effective Date") and shall continue



until the earlier of (i) the end of the Term of the C-70 Project Agreement and (ii) the date on which the Parties mutually agree to terminate this Agreement. The Parties may agree to extend the term of this Agreement beyond the Term of the C-70 Project Agreement by written amendment mutually agreed to by the Parties. Notwithstanding any other provision of this Agreement to the contrary, including the first sentence of this Section IX.1 and Section IX.12, no Party shall terminate, or agree to terminate, this Agreement prior to the later of the expiration of the Term of the C-70 Project Agreement and the payment of all termination compensation payable to the Developer pursuant to the C-70 Project Agreement.

2. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in the C-70 Project Agreement.

3. Modification. Except as specifically provided otherwise herein, no modification of this Agreement shall be effective unless agreed to in writing by all Parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

4. 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.

5. Notices. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of CDOT, HPTE and BE. All communication, notices, and correspondence with respect to the performance of this Agreement shall be addressed to the individuals identified below. Any Party from time to time, designate in writing new or substitute representatives.

If to CDOT:

Stephen Harelson, P.E.  
Chief Engineer  
2829 W. Howard Place  
Denver, CO 80204  
Email: stephen.harelson@state.co.us

If to HPTE:

Nicholas J. Farber  
HPTE Director  
2829 W. Howard Place  
Denver, CO 80204  
Email: nicholas.farber@state.co.us

If to BE:

Stephen Harelson, P.E.  
Chief Engineer  
2829 W. Howard Place  
Denver, CO 80204  
Email: stephen.harelson@state.co.us

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Subject to Annual Allocation. All obligations of CDOT under this Agreement are subject to allocation of moneys therefor by the Transportation Commission in the applicable fiscal year in its sole discretion, and shall not be deemed or construed as creating an indebtedness of CDOT within the meaning of any provision of the Colorado Constitution or the laws of the State concerning or limiting the creation of indebtedness of CDOT, and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of CDOT within the meaning Section 20(4) of Article X of the Colorado Constitution. Nothing in this Agreement shall be construed to mean that the CDOT is liable under the C-70 Project Agreement or the Financing Agreements for any debt or other obligations of BE or HPTE.

12. Availability of Funds. All payments pursuant to this Agreement are subject to and contingent upon the continuing availability of funds for the purposes hereof. If any of said funds become unavailable, any Party may immediately terminate or seek to amend this agreement, subject to the provisions set forth in Section IX.1 hereof.

13. Loss of Enterprise Status. Neither Enterprise shall take any action that would cause it to fail (or refrain from taking any action that would prevent it from failing) to qualify as a government-owned business within CDOT or an enterprise under Article X, Section 20 of the State Constitution unless such failure will not adversely affect the interests of CDOT, the Developer, or any Lender.

14. Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this Section in whole or in part shall not 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 shall not invalidate the remainder of this Agreement, to the extent capable of execution.

15. Early Termination. In the event the Second Memorandum of Settlement is terminated prior to financial close of the Debt Restructuring as defined and contemplated therein pursuant to Section 6 thereof, this Agreement shall also terminate, and the amendments to the Original IAA, as amended, reflected herein shall be of no further force and effect. In the event of such early termination, the Original IAA, as previously amended by the First Amendment and Second Amendment, shall remain in full force and effect.

*[Remainder of page left intentionally blank. Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties hereto have made and entered into this Agreement as of the date it is approved and signed by the Colorado State Controller or its designee below.

FOR THE COLORADO DEPARTMENT OF TRANSPORTATION:

STATE OF COLORADO  
JARED S. POLIS, Governor

By: \_\_\_\_\_  
Shoshana M. Lew  
Executive Director

FOR THE COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE:

By: \_\_\_\_\_  
Nicholas J. Farber  
HPTE Director

FOR THE COLORADO BRIDGE ENTERPRISE:

By: \_\_\_\_\_  
Stephen Harelson, P.E.  
Chief Engineer

APPROVED:

PHILIP J. WEISER  
Attorney General

By: \_\_\_\_\_  
Andrew J. Gomez  
Assistant Attorney General

*[Signature page 1 of 2 to the Amended and Restated Central 70 Project IAA]*

**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.

**STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*[Signature page 2 of 2 to the Amended and Restated Central 70 Project IAA]*

## EXHIBIT A

### Form of CDOT Backup Loan Agreement to HPTE

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-70 Project Intra-Agency Agreement, dated as of [ ], 2017, between Lender and Borrower (the “Intra-Agency Agreement”). All capitalized terms not defined herein shall have the meaning ascribed to them pursuant to 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, an enterprise for purposes of Article X, Section 20 of the State Constitution, 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 by the Lender 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 consideration of the benefits that CDOT will receive as a result of the tolling Project, CDOT and HPTE have agreed to enter into the Intra-Agency Agreement pursuant to which, *inter alia*, HPTE can request financial support from the Transportation Commission to assist HPTE in fulfilling its HPTE Obligations (as defined in the Intra-Agency Agreement) in the event Toll Revenues, together with any available reserves, are insufficient, or projected to be insufficient, to satisfy the HPTE Obligations.

E. The Borrower has requested a loan from the Lender in the amount of \$[Requested Amount] to satisfy the HPTE Obligations 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 of 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.

**Section 2.02. Lender Invoice and Reports.** The Lender shall deliver to the Borrower an invoice that includes the amount of principal and interest that shall be due with respect to the Loan 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 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 plus accrued interest, or in part on

any date selected by the Borrower (such date of payment, a “Prepayment Date”) 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 Toll Revenues generated by the Project.

**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] (each such date of payment, a “Repayment Date,” and the final Repayment Date, the “Maturity Date.”).

**Section 2.08. Acceleration.** The Lender shall not accelerate the Loan Obligations under any circumstances during the term of the Intra-Agency Agreement.

**Section 2.09. 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 VIII of the Intra-Agency Agreement.

**Section 3.02. Remedies.** Lender’s remedies against an Event of Default are governed by Section VIII 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 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 forty-five (45) days' opportunity to cure the default or show cause why termination is otherwise not appropriate. Notwithstanding the 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.

*[Signature page follows.]*

FOR THE COLORADO DEPARTMENT OF TRANSPORTATION:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FOR THE COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: 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><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p>Date: _____</p>
--

*[Signature page to CDOT HPTE 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 the date set forth below at the rate of [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: \_\_\_\_\_

## EXHIBIT B

### Form of CDOT Backup Loan Agreement to BE

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 BRIDGE ENTERPRISE (referred to herein as “BE” or the “Borrower”) entered into pursuant to the C-70 Project Intra-Agency Agreement, dated as of [ \_\_\_\_\_ ], 2017, between Lender and Borrower (the “Intra-Agency Agreement”). All capitalized terms not defined herein shall have the meaning ascribed to them pursuant to 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 created pursuant to Section 43-4-805, C.R.S. as a government-owned business within CDOT for the purpose of financing, repairing, reconstructing, and replacing designated bridges that have been identified by CDOT as being structurally deficient or functionally obsolete.

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 by the Lender 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 consideration of the benefits that CDOT will receive as a result of the financing of the Project, CDOT and BE have agreed to enter into the Intra-Agency Agreement pursuant to which, *inter alia*, BE can request financial support from the Transportation Commission to assist BE in fulfilling its obligations with respect to BE Obligations (as defined in the Intra-Agency Agreement) in the event funds in the BE General Account, after accounting for amounts first required to be paid in accordance with the security and priority of payments set forth in the Financing Agreements, are insufficient, or projected to be insufficient, to satisfy the BE Obligations.

E. The Borrower has requested a loan from the Lender in the amount of \$[Requested Amount] to satisfy the BE Obligations 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 BE 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 of 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 only to the extent permitted under the Financing Agreements.

**Section 2.02. Lender Invoice and Reports.** The Lender shall deliver to the Borrower an invoice that includes the amount of principal and interest that shall be due with respect to the Loan 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 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.** Subject to the requirements of the Financing Agreements, the Borrower, at its option, may prepay the Loan in whole by paying the Lender the outstanding principal amount plus accrued interest, or in part on any date selected by the Borrower (such date of payment, a “Prepayment Date”) 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 funds available in the BE General Account after accounting for amounts first required to be paid in accordance with the security and priority of payments set forth in the Financing Agreements.

**Section 2.07. Repayment Schedule.** Subject to the requirements of the Financing Agreements, 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] (each such date of payment, a “Repayment Date,” and the final Repayment Date, the “Maturity Date.”).<sup>7</sup>

**Section 2.08. Acceleration.** The Lender shall not accelerate the Loan Obligations under any circumstances during any time that the Central 70 Note remains outstanding.

**Section 2.09. 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 VIII of the Intra-Agency Agreement.

**Section 3.02. Remedies.** Lender’s remedies against an Event of Default are governed by Section VIII 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.

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<sup>7</sup> Payment Date shall correspond to a monthly transfer date under the Master Indenture. Payment Period must be no more frequent than semi-annual.

## **ARTICLE IV TERMINATION**

**Section 4.01.** Subject to the terms of the Intra-Agency Agreement, this Agreement may be terminated 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 forty-five (45) days' opportunity to cure the default or show cause why termination is otherwise not appropriate. Notwithstanding the 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.

*[Signature page follows.]*

FOR THE COLORADO DEPARTMENT OF TRANSPORTATION:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FOR THE COLORADO BRIDGE ENTERPRISE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: 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><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p>Date: _____</p>
--

*[Signature page to CDOT BE Backup Loan Agreement].*



**Attachment 1**  
**NOTE**

\$ \_\_\_\_\_  
\_\_\_\_\_

For VALUE RECEIVED, THE COLORADO BRIDGE 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 the date set forth below at the rate of [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 BRIDGE ENTERPRISE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_



**DATE:** April 1, 2021

**TO:** Transportation Commission

**FROM:** Stephen Harelson, P.E. Chief Engineer

**SUBJECT:** US 85 and Dartmouth Ave. (Parcels 24RevA-EX and 24RevB-EX) - Disposal

### Purpose

CDOT Region 1 is proposing to dispose of ~7,389 sq. ft. (0.17 acres) of right of way that is no longer needed for transportation or maintenance purposes. The property will be conveyed at fair market value.

### Action

CDOT Region 1 is requesting a resolution approving the disposal of ~0.17 acres of right of way that is no longer needed for transportation or maintenance purposes.

### Background

Parcels 23 and 24 were acquired by CDOT as part of Project FCU 085-2(51) for US 85 in 1988 and 1989 respectively. CDOT acquired all of lots 25-32 for US 85 and then conveyed Parcels 23R and 24R to W.H. Investments, Inc a Colorado corporation in 1991 per the ROW plans. Parcels 24RevA-EX and 24RevB-EX are a portion of Parcels 23 and 24. Parcel 24RevA-EX contains approximately 4,754 sq. ft (0.109 acres) and Parcel 24RevB-EX contains approximately 2,635 sq. ft. (0.061 acres) collectively as approximately 7,389 sq. ft. (0.17 acres) that is no longer needed for transportation or maintenance purposes. Parcel 24RevA-EX and 24RevB-EX collectively contain ~7,389 sq. ft. (0.17 acres) and is outside of the right of way necessary for US 85.

### Details

CDOT Region 1 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 these parcels. CDOT will also obtain revenue from the sale of the parcels that will be applied to future transportation projects in accordance with 23 CFR 710.403(d).

### Next Steps

Upon approval of the Transportation Commission, CDOT will convey Parcels 24RevA-EX and 24RevB-EX in accordance with C.R.S. 43-1-210(5). CDOT will execute a quitclaim deed to convey the subject property. The deed will be recorded in the office of the Arapahoe County Clerk and Recorder.

### Attachments

Exhibits Depicting the Disposal Parcels

# EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE COLORADO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AS DESCRIBED AT BOOK 5695, PAGE 105 AND BOOK 5500, PAGE 39 AS FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE; SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S00°02'12"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34. ALL BEARINGS HEREIN BEING RELATIVE THERETO.

## PARCEL 24RevA-EX

BEGINNING AT THE SOUTHEAST CORNER OF LOT 31, BLOCK 1, TAYLORS ADDITION, A SUBDIVISION PLAT FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AT PLAT BOOK 2, PAGE 13; THENCE S89°36'40"W, ALONG THE SOUTH LINE OF SAID LOT 31, A DISTANCE OF 120.98 FEET; THENCE N45°10'52"W, ALONG THE BOUNDARY OF SAID LOT 31, A DISTANCE OF 8.81 FEET; THENCE N00°01'36"E, ALONG THE WEST BOUNDARY OF LOT 32 AND LOT 31 OF SAID BLOCK 1, A DISTANCE OF 31.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE N89°36'44"E, ALONG THE NORTH LINE OF SAID LOT 32. A DISTANCE OF 127.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 32; THENCE S00°01'10"E, ALONG THE EAST LINE OF SAID LOT 32 AND LOT 31, A DISTANCE OF 37.52 FEET TO THE POINT OF BEGINNING;

CONTAINING: 4,754 SQUARE FEET, 0.109 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:  
DON LAMBERT, PLS 30830  
FOR AND ON BEHALF OF Esi land surveying, llc



SHEET 1 OF 2

*Esi land  
surveying, llc*

3531 S. Logan St. D-324  
Englewood, CO 80113  
Ph: 303-340-0113

EXHIBIT A

PLEASE REFERENCE CDOT Project # IXFU 085-2(24) FCU 085-2(51)

775 W DARTMOUTH ST.

BLOCK 1



Scale: 1" = 30'



16

34

TAYLORS ADDITION

PLAT BK 2, PG 13

17

33

16' PUBLIC ALLEY

N89°36'44"E 127.20'

18

32

24RevA-EX

N00°01'36"E  
31.28

N45°10'52"W  
8.81

CDOT - BK 5695, PG 105

37.52  
S00°10'10"E

POINT OF BEGINNING  
24RevA-EX

19

S89°36'40"W 120.98'

31

reserved

12.5' PUBLIC ALLEY

CDOT - BK 5500, PG 39

CDOT - BK 5695, PG 105



24

CDOT REMAINDER  
PARCEL 23R  
BK 6155, PG 570

CDOT REMAINDER  
PARCEL 24R  
BK 6155, PG 570

23

GALAPAGO ST.

(60' PUBLIC RIGHT OF WAY)

BLOCK 1

BK 6153, PG 567  
CDOT PARCEL 22

25

26

27

28

CDOT - BK 5500, PG 39

CDOT - BK 5695, PG 105

30

29

SHEET 2 OF 2

WEST DARTMOUTH AVE.

S'LY LINE NW 1/4 SEC. 34

(VARIABLE WIDTH PUBLIC RIGHT OF WAY)

Esi land  
surveying, llc

3531 S. Logan St. D-324  
Englewood, CO 80113  
Ph: 303-340-0113

# EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE COLORADO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AS DESCRIBED AT BOOK 5695, PAGE 105 AND BOOK 5500, PAGE 39 AS FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE; SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S00°02'12"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34. ALL BEARINGS HEREIN BEING RELATIVE THERETO.

## PARCEL 24RevB-EX

BEGINNING AT THE NORTHEAST CORNER OF LOT 30, BLOCK 1, TAYLORS ADDITION, A SUBDIVISION PLAT FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AT PLAT BOOK 2, PAGE 13; THENCE S00°01'10"E, ALONG THE EAST LINE OF SAID LOT 30, A DISTANCE OF 62.59 FEET; THENCE N88°13'38"W A DISTANCE OF 8.31 FEET TO THE SOUTHEAST CORNER OF THE COLORADO DEPARTMENT OF TRANSPORTATION REMAINDER PARCEL 24R AS DESCRIBED AT BOOK 6153, PAGE 570 AS FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE; THENCE ALONG THE BOUNDARY OF SAID PARCEL 24R THE FOLLOWING TWO (2) COURSES;

1) N00°36'34"E A DISTANCE 8.49 FEET;

2) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 39.50 FEET, A CENTRAL ANGLE OF 90°00'19", AN ARC LENGTH OF 62.05 FEET, AND A CHORD BEARING N44°23'17"W A DISTANCE OF 55.86 FEET;

THENCE N89°23'21"W, ALONG THE NORTH LINE OF SAID PARCEL 24R AND THE NORTH LINE OF THE COLORADO DEPARTMENT OF TRANSPORTATION REMAINDER PARCEL 23R AS DESCRIBED AT SAID BOOK 6153, PAGE 570, A DISTANCE OF 97.99 FEET TO A POINT ON THE WEST LINE OF LOT 25 OF SAID BLOCK 1; THENCE N00°01'49"E, ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 11.90 FEET TO THE NORTHWEST CORNER OF SAID LOT 25; THENCE N89°36'38"E, ALONG THE NORTH LINE OF LOTS 30 THROUGH 25, INCLUSIVE OF SAID BLOCK 1, A DISTANCE OF 145.26 FEET TO THE POINT OF BEGINNING;

CONTAINING: 2,635 SQUARE FEET, 0.061 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:  
DON LAMBERT, PLS 30830  
FOR AND ON BEHALF OF Esi land surveying, llc



SHEET 1 OF 2

*Esi land  
surveying, llc*

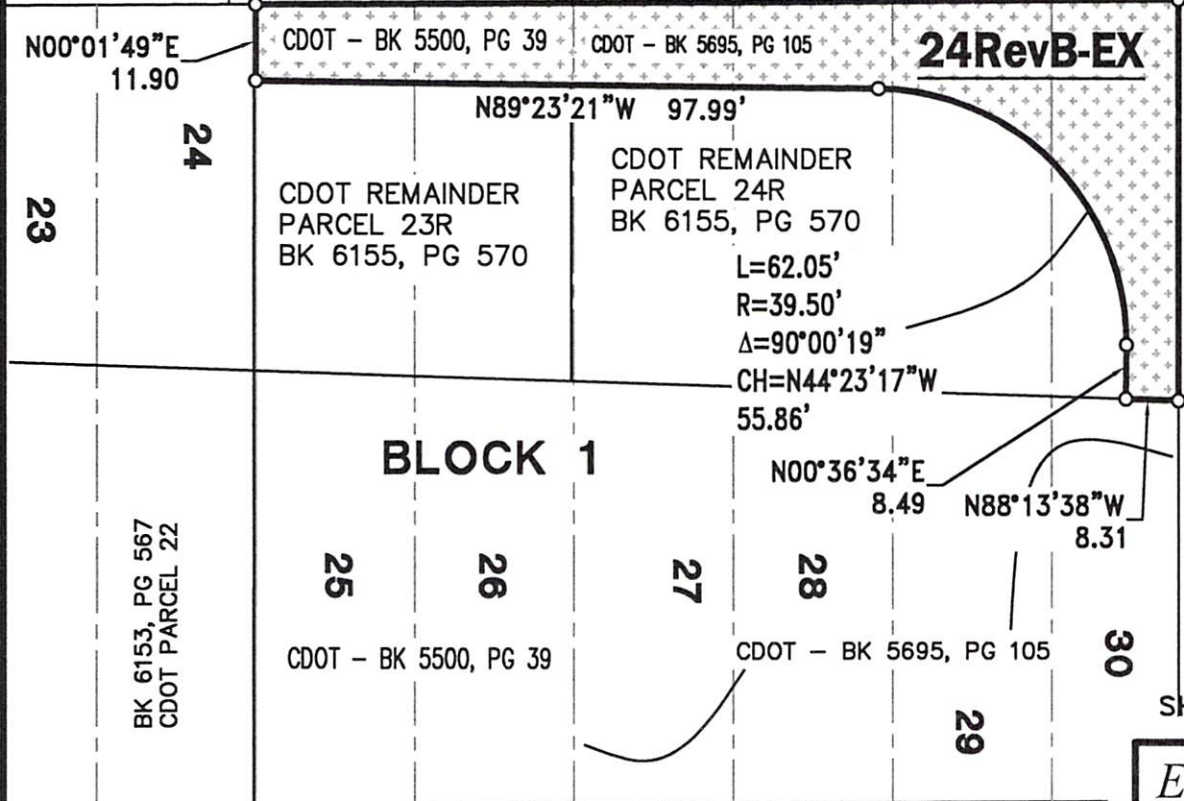
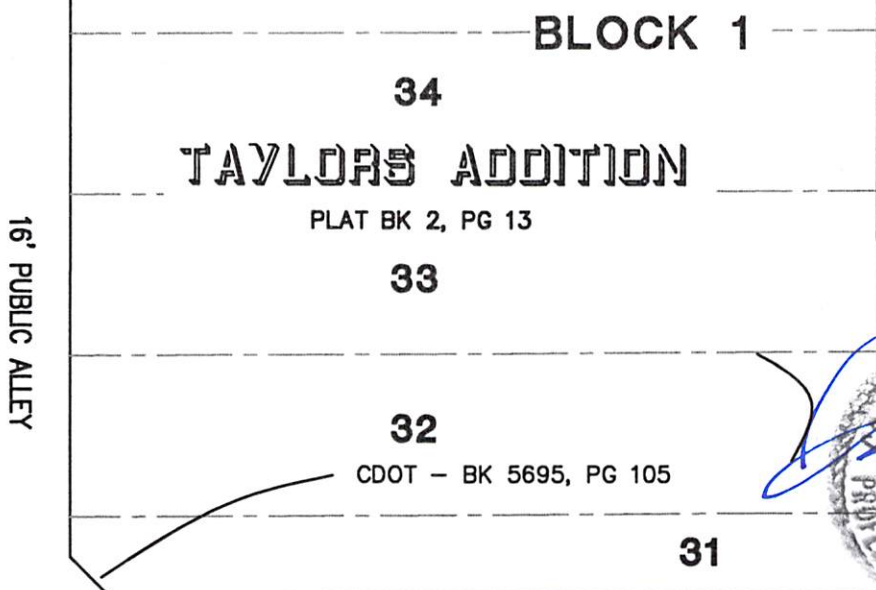
3531 S. Logan St. D-324  
Englewood, CO 80113  
Ph: 303-340-0113

**EXHIBIT A**

PLEASE REFERENCE CDOT Project # IXFU 085-2(24) FCU 085-2(51)



Scale: 1" = 30'



POINT OF BEGINNING  
24RevB-EX

**GALAPAGO ST.**  
(60' PUBLIC RIGHT OF WAY)

**WEST DARTMOUTH AVE.**

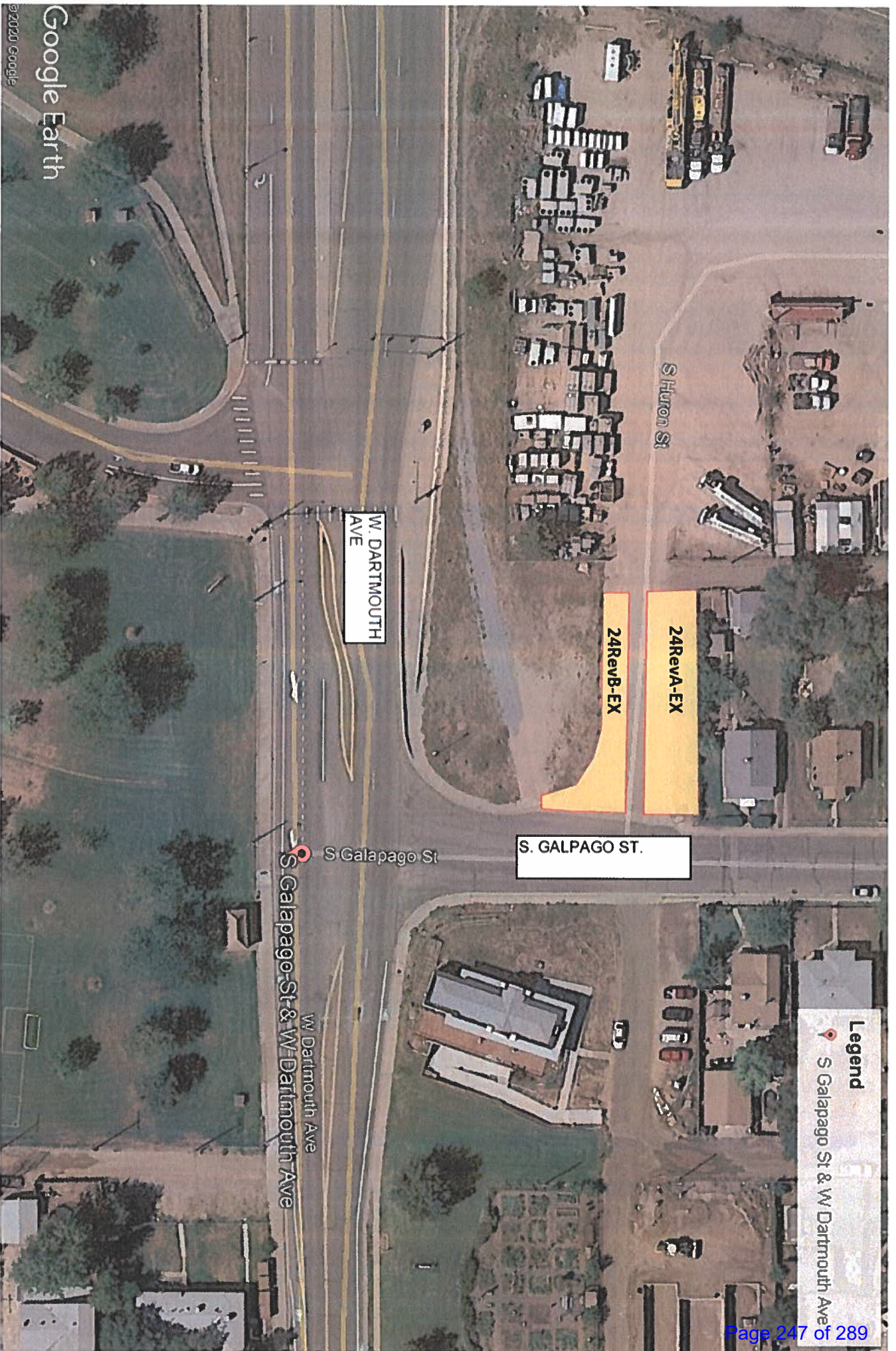
S'LY LINE NW $\frac{1}{4}$  SEC. 34

(VARIABLE WIDTH PUBLIC RIGHT OF WAY)

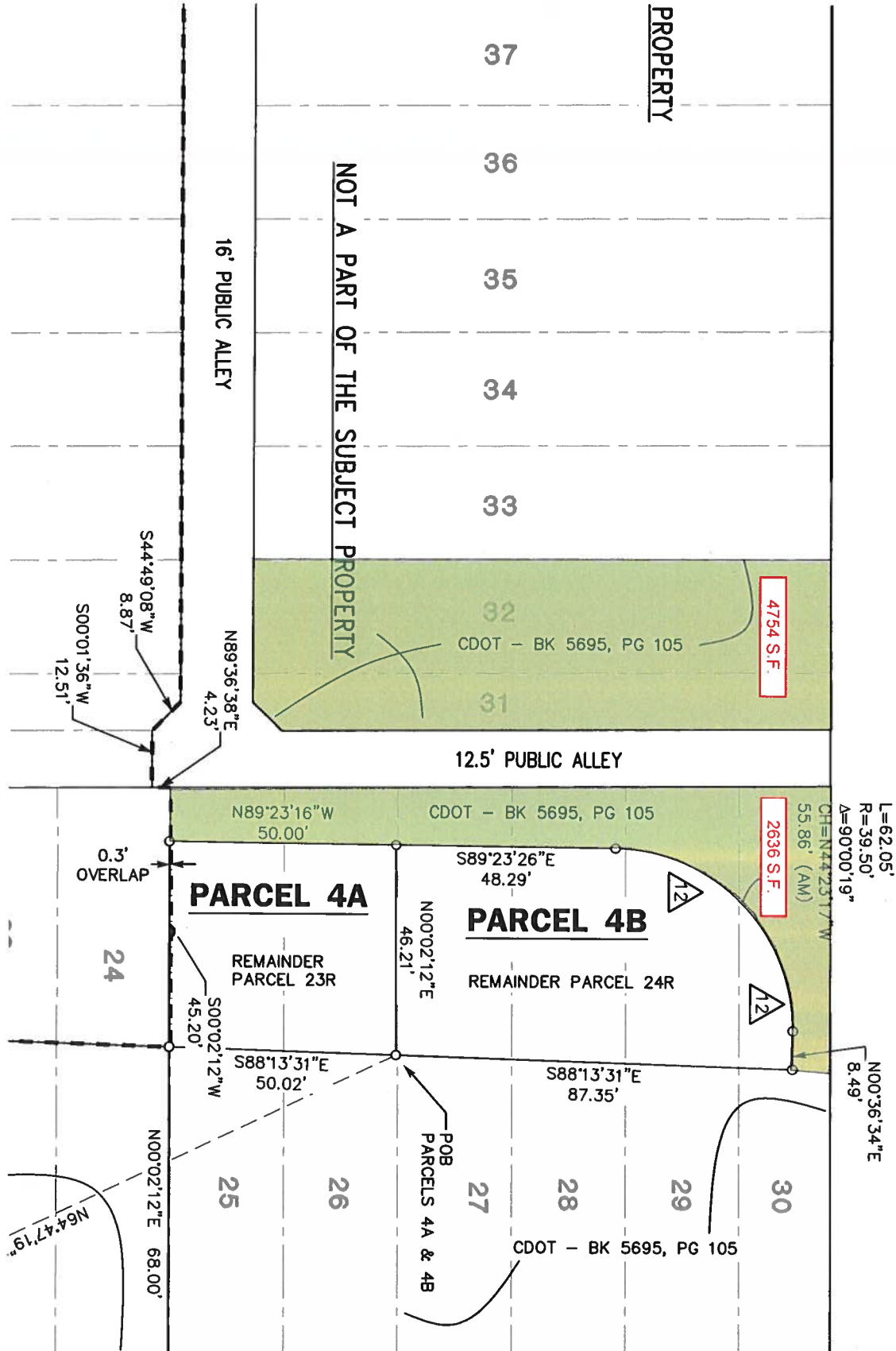
SHEET 2 OF 2

*Esi land  
surveying, llc*

3531 S. Logan St. D-324  
Englewood, CO 80113  
Ph: 303-340-0113



**Legend**  
S Galapago St & W Dartmouth Ave



# MOUTH STREET

S'LY LINE NW<sup>1</sup>/<sub>4</sub> SEC. 34

1/2 RIGHT OF WAY





**DATE:** April 1, 2021  
**TO:** Transportation Commission  
**FROM:** Stephen Harelson, P.E. Chief Engineer  
**SUBJECT:** W. 119<sup>th</sup> Pl. and Colmans Way (Parcel AP205-EX) - Disposal

### Purpose

CDOT Region 1 is proposing to dispose of ~21,325 sq. ft. (0.489 acres) of right of way that is no longer needed for transportation or maintenance purposes. The property will be conveyed at fair market value.

### Action

CDOT Region 1 is requesting a resolution approving the disposal of ~0.489 acres of right of way that is no longer needed for transportation or maintenance purposes.

### Background

Parcel AP-205 located at W. 119<sup>th</sup> Pl. and Colmans Way was acquired by CDOT in 2013 as part of Project STA 1281-011, Unit 2 for the 128/Old Wadsworth/287 project. Parcel AP205-EX is a portion of AP-205. Parcel AP205-EX consists of ~0.489 acres that is no longer needed for transportation or maintenance purposes. Parcel AP205-EX contains ~ 21,325 sq. ft (0.489 acres) and is outside of the right of way necessary for 128/Old Wadsworth/287.

### Details

The City and County of Broomfield has expressed an interest in acquiring Parcel AP205-EX for a drainage pond and infrastructure to manage storm water in the area. CDOT Region 1 has determined that Parcel AP205-EX 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 applied to future transportation projects in accordance with 23 CFR 710.403(d).

### Next Steps

Upon approval of the Transportation Commission, CDOT will convey parcel AP205-EX located at W. 119<sup>th</sup> Pl. and Colmans Way in accordance with C.R.S. 43-1-210(5). CDOT will execute a quitclaim deed to convey the subject property. The deed will be recorded in the office of the Broomfield City and County Clerk and Recorder.

### Attachments

Exhibits Depicting the Disposal Parcel

# EXHIBIT "A"

## PARCEL NO.: AP205-EX

IN A PART OF THE NW 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,  
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

**PARCEL NO. AP205-EX DESCRIPTION**

A PORTION OF LAND ON A PARCEL OF LAND, PARCEL NO. AP205 FROM CDOT PROJECT NO. STA 1281-011, UNIT 2, OWNED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, DESCRIBED BY RECEPTION NO. 2013005437 AS RECORDED IN THE OFFICIAL BROOMFIELD COUNTY RECORDS, SITUATED IN THE NW 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 69 WEST, OF THE 6TH P.M., COUNTY OF BROOMFIELD, STATE OF COLORADO.

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 2 (AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX STAMPED: PLS 6973/ RW BAYER & ASSOC/ 1994), FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 2 (AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP STAMPED: PLS 6973/ RW BAYER & ASSOC/ 2018) BEARS S 89°36'51" W, A DISTANCE OF 2,639.40 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE S 15°58'46" W, A DISTANCE OF 375.20 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BNSF RAILWAY COMPANY, SAID POINT BEING A POINT ON CURVE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 5.26 FEET COINCIDENT WITH THE EASTERLY LINE OF SAID PARCEL OF LAND AND SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 2,863.49 FEET, A CENTRAL ANGLE OF 00°06'19", AND A CHORD WHICH BEARS S 33°26'07" E, A CHORD DISTANCE OF 5.26 FEET;

THENCE S 67°57'09" W, A DISTANCE OF 233.87 FEET;

THENCE S 43°32'05" W, A DISTANCE OF 23.11 FEET;

THENCE S 67°38'09" W, A DISTANCE OF 82.52 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL OF LAND, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF COLMANS WAY;

THENCE N 00°24'13" W COINCIDENT WITH SAID WEST PARCEL LINE AND EAST RIGHT-OF-WAY LINE, A DISTANCE OF 138.27 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND;

THENCE N 89°36'51" E COINCIDENT WITH THE NORTH LINE OF SAID PARCEL OF LAND AND THE SOUTH RIGHT-OF-WAY LINE OF WEST 119TH PLACE, A DISTANCE OF 307.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 21,325 SQUARE FEET OR 0.489 ACRES, MORE OR LESS.

**SURVEYOR'S STATEMENT:**

I, AARON J. HANDL A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY DIRECT SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



AARON J. HANDL, CO PLS #38328  
FOR AND ON BEHALF OF ENCOMPASS SERVICES, LLC

**NOTES:**

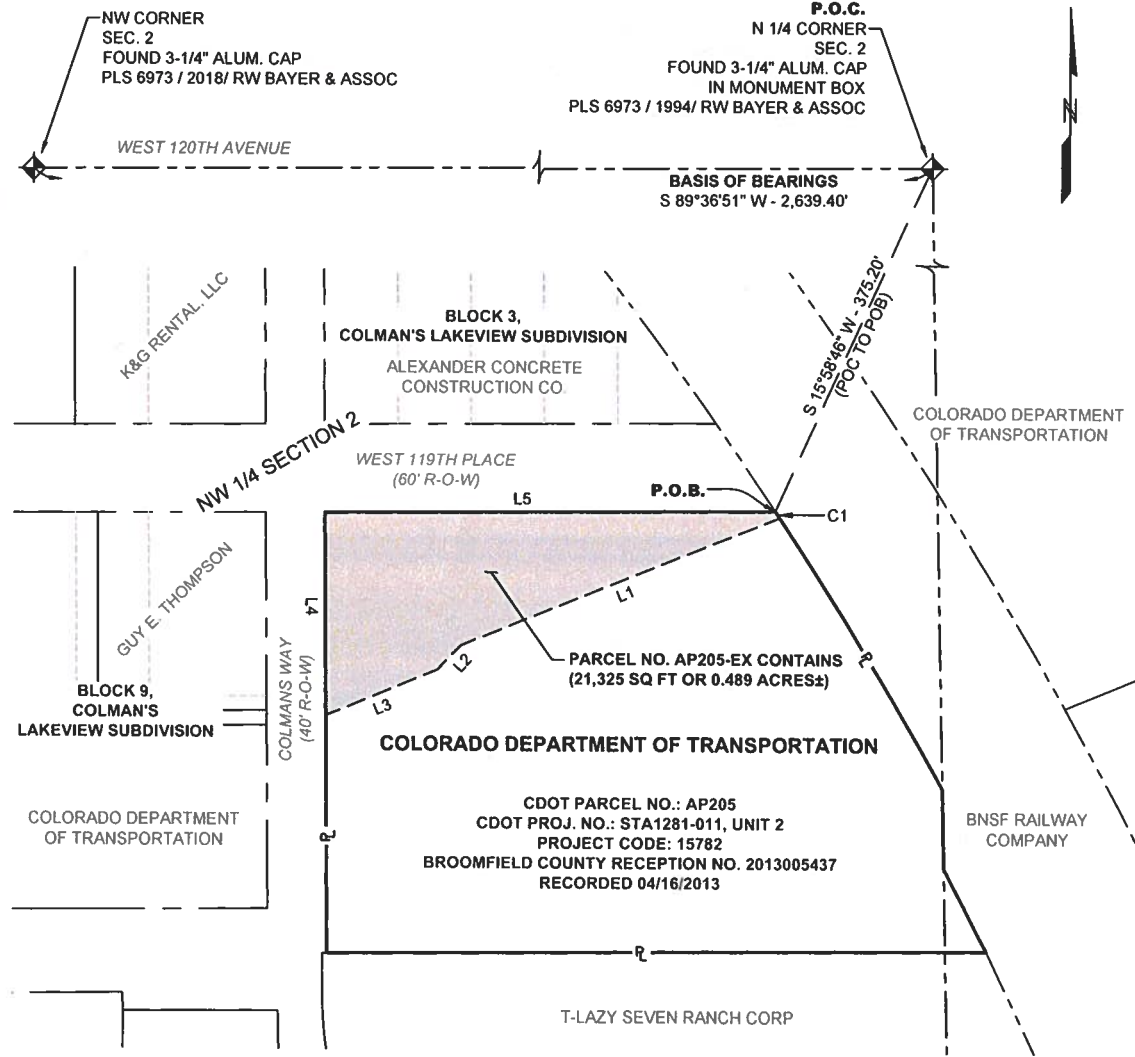
1. THIS LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED WITH INFORMATION PROVIDED IN A LIMITED TITLE CERTIFICATE PROVIDED BY THE CLIENT AND THEREFORE ENCOMPASS SERVICES, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR CERTIFICATE OF SURVEY.
3. SEE ATTACHED EXHIBIT BY WHICH THIS REFERENCE IS MADE PART THEREOF.
4. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES (US SURVEY FEET).

<b>CITY &amp; COUNTY OF BROOMFIELD</b>			
<b>PARCEL NO.: AP205-EX DESCRIPTION</b>			
<b>COLORADO DEPARTMENT OF TRANSPORTATION</b>			
IN A PART OF THE NW 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO			
SCALE: NA	DRAWN BY: AJH 01/20/2021	CHECKED BY: AJH 01/20/2021	REV: 1
ENCOMPASS SERVICES, LLC 10901 W. 120TH AVENUE SUITE 400 BROOMFIELD, CO 80021		DWG NO. 62595-CDOT PARCEL DESCRIPTION	SHEET 2 of 2

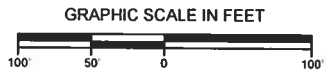
# EXHIBIT "A"

## PARCEL NO.: AP205-EX

IN A PART OF THE NW 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,  
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 67°57'09" W	233.87'
L2	S 43°32'05" W	23.11'
L3	S 67°38'09" W	82.52'
L4	N 00°24'13" W	138.27'
L5	N 89°36'51" E	307.08'



CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	5.26	2863.49	000°06'19"	S33° 26' 07"E	5.26

### LEGEND

- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT
- SECTION CORNER
- SECTION LINE
- PARCEL LIMITS
- PROPERTY LINE
- SUBDIVISION LOT LINE
- ROAD RIGHT-OF-WAY LINE
- RAILROAD RIGHT-OF-WAY LINE

THE TOTAL AREA OF THE PARCEL SHOWN HEREON IS 21,325 SQUARE FEET (0.489 ACRES ±).

- NOTES:**
1. THIS LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED WITH INFORMATION PROVIDED IN A LIMITED TITLE CERTIFICATE PROVIDED BY THE CLIENT AND THEREFORE ENCOMPASS SERVICES, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
  2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A SUBDIVISION PLAT, BOUNDARY SURVEY OR CERTIFICATE OF SURVEY.
  3. SEE ATTACHED EXHIBIT BY WHICH THIS REFERENCE IS MADE PART THEREOF.
  4. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES (US SURVEY FEET).

CITY & COUNTY OF BROOMFIELD

PARCEL NO.: AP205-EX EXHIBIT

COLORADO DEPARTMENT OF TRANSPORTATION

IN A PART OF THE NW 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,  
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO

SCALE: 1"= 100'	DRAWN BY: AJH 01/20/2021	CHECKED BY: AJH 01/20/2021	REV: 1
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ENCOMPASS SERVICES, LLC 10901 W. 120TH AVENUE SUITE 400 BROOMFIELD, CO 80021	DWG NO. 62595-CDOT PARCEL NO. AP205-EX
SHEET 1 of 2	Page 251 of 289



**Colorado Department of Transportation**  
**CDOT**  
 2000 South Hwy  
 Denver, CO 80222  
 Phone: 303-757-8923 Fax: 303-757-0390  
 Region 6 SLK

**Sheet Revisions**

Rev	Date	Description
1	07/20/11	Initial Issue
2	07/20/11	Revised
3	07/20/11	Revised
4	07/20/11	Revised
5	07/20/11	Revised
6	07/20/11	Revised
7	07/20/11	Revised
8	07/20/11	Revised
9	07/20/11	Revised
10	07/20/11	Revised

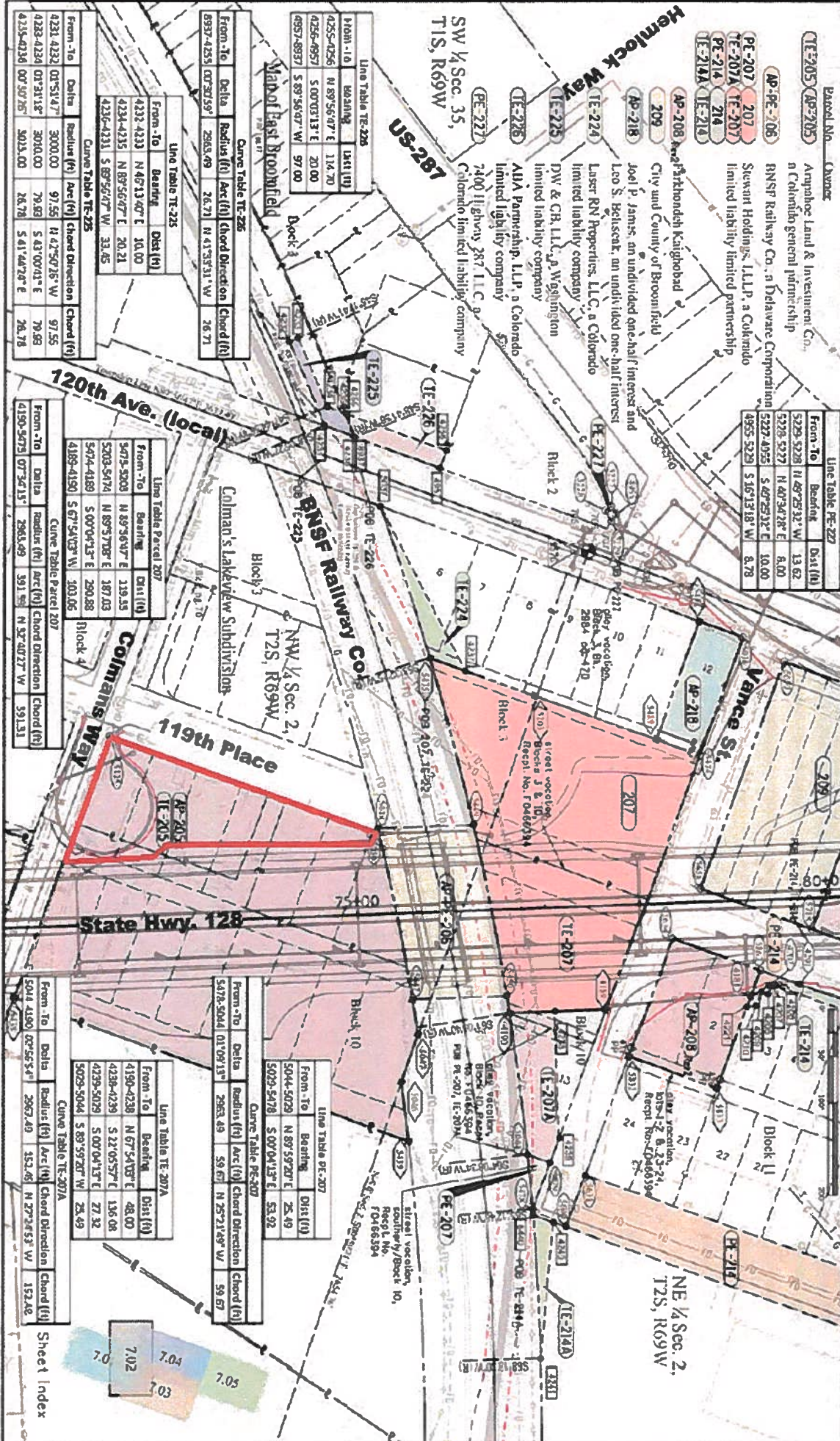
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6	07/20/11	Revised
7	07/20/11	Revised
8	07/20/11	Revised
9	07/20/11	Revised
10	07/20/11	Revised

**Right of Way Plans**  
**Plan Sheet**  
 Project Number: SH 128-011-UT1 2  
 Project Location: SH 128, 120th Ave extension  
 Sec. 15, T1S & Sec. 2, T2S, R69W 6th Pl. Brookfield, CO  
 Date: 07/20/11  
 Scale: 1" = 100'



**Curve Table TE-225**

From -to	Delta	Radius (ft)	Arc (ft)	Chord Direction	Chord (ft)
4231-4232	07°51'47"	3000.00	97.55	N 47°50'28" W	97.55
4232-4234	03°31'18"	3010.00	79.89	S 43°00'43" E	79.89
4235-4236	00°50'28"	3025.00	26.78	S 41°44'26" E	26.78

**Curve Table TE-226**

From -to	Delta	Radius (ft)	Arc (ft)	Chord Direction	Chord (ft)
0937-4253	07°30'39"	2963.49	26.71	N 41°35'31" W	26.71

**Line Table TE-225**

From -to	Bearing	Dist (ft)
4232-4233	N 46°13'40" E	10.00
4234-4235	N 89°56'47" E	20.21
4236-4231	S 89°56'47" W	33.45

**Curve Table TE-226**

From -to	Delta	Radius (ft)	Arc (ft)	Chord Direction	Chord (ft)
4199-4190	5°67'54" W	2903.06	200.06	N 27°40'27" W	591.33

**Line Table Parcel 207**

From -to	Bearing	Dist (ft)
5475-5203	N 89°56'47" E	319.53
5203-5474	N 89°57'08" E	387.03
5474-4189	S 00°04'33" E	250.88
4189-4190	S 67°54'33" W	290.06

**Curve Table PE-207**

From -to	Delta	Radius (ft)	Arc (ft)	Chord Direction	Chord (ft)
5044-5029	01°09'13"	2963.49	59.67	N 27°21'49" W	59.67

**Line Table PE-207**

From -to	Bearing	Dist (ft)
5044-5029	N 89°59'20" E	25.49
5029-5028	S 00°04'15" E	53.92

**Curve Table TE-207A**

From -to	Delta	Radius (ft)	Arc (ft)	Chord Direction	Chord (ft)
5044-4190	02°52'54"	2963.49	152.46	N 27°28'53" W	152.46

Sheet Index

7/20/11 11:15



MEMORANDUM

TO: THE TRANSPORTATION COMMISSION  
FROM: JEFF SUDMEIER, CHIEF FINANCIAL OFFICER  
DATE: APRIL 15, 2021  
SUBJECT: TENTH BUDGET SUPPLEMENT - FY 2020-2021

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Division of Maintenance and Operations

\$4,413,000 - **Transportation Commission Maintenance Reserve** - A transfer from the Maintenance Reserve to maintenance sections in Greeley, Grand Junction, Durango, Pueblo, Aurora, Craig, and Alamosa has been executed. The State has experienced increased snowfall during the month of March. DMO is projecting a funding shortfall if maintenance sections continue to spend snow removal funds at the current rate. DMO requires this funding to keep maintenance sections solvent through State Fiscal Year 2021.

*Per PD 703, disbursements from the Maintenance Reserve will be reported to the Transportation Commission on a monthly basis. No approval necessary.*



**Transportation Commission Contingency Reserve Fund Reconciliation  
Tenth Supplement FY 2021 Budget**

<b>Transaction Date</b>	<b>Transaction Description</b>	<b>Amount</b>	<b>Balance</b>	<b>Reference Document</b>
June-20	<i>Ending Balance 12S20</i>		\$26,702,031	
July-20	<i>Balance 1S21</i>		\$43,816,921	
August-20	<i>Balance 2S21</i>		\$43,816,921	
September-20	<i>Balance 3S21</i>		\$35,688,432	
October-20	<i>Balance 4S21</i>		\$35,688,432	
November-20	<i>Balance 5S21</i>		\$36,673,936	
December-20	<i>Balance 6S21</i>		\$36,673,936	
January-21	<i>Balance 7S21</i>		\$36,671,866	
February-21	<i>Balance 8S21</i>		\$31,834,594	
March-21	<i>Balance 9S21</i>		\$46,804,519	\$15M transferred from Program Reserve 1000285745
	<i>Project Savings returned from Region 1</i>	\$2,021,742		
April-21	<i>Pending Balance 10S21</i>		\$48,826,261	

**Transportation Commission Contingency COVID Reserve Fund Reconciliation  
Tenth Supplement FY 2021 Budget**

<b>Transaction Date</b>	<b>Transaction Description</b>	<b>Amount</b>	<b>Balance</b>	<b>Reference Document</b>
June-20	<i>Ending Balance 12S20</i>		\$1,000,000	Allocated from TCC pool
July-20	<i>Balance 1S21</i>		\$1,000,000	
August-20	<i>Balance 2S21</i>		\$1,000,000	
September-20	<i>Balance 3S21</i>		\$1,000,000	
October-20	<i>Balance 4S21</i>		\$1,000,000	
November-20	<i>Balance 5S21</i>		\$1,000,000	
December-20	<i>Balance 6S21</i>		\$1,000,000	
January-21	<i>Balance 7S21</i>		\$1,000,000	
February-21	<i>Balance 8S21</i>		\$1,000,000	
March-21	<i>Balance 9S21</i>		\$1,000,000	
	<i>No Requests this Month</i>			
April-21	<i>Pending Balance 10S21</i>		\$1,000,000	

**Transportation Commission Program Reserve Fund Reconciliation  
Tenth Supplement FY 2021 Budget**

<b>Transaction Date</b>	<b>Transaction Description</b>	<b>Amount</b>	<b>Balance</b>	<b>Reference Document</b>
June-20	<i>Ending Balance 12S20</i>		\$9,055,791	
July-20	<i>Balance 1S21</i>		\$8,105,791	
August-20	<i>Balance 2S21</i>		\$8,379,656	
September-20	<i>Balance 3S21</i>		\$15,404,375	
October-20	<i>Balance 4S21</i>		\$80,247,006	
November-20	<i>Balance 5S21</i>		\$72,509,739	
December-20	<i>Balance 6S21</i>		\$72,509,739	
January-21	<i>Balance 7S21</i>		\$53,009,739	
February-21	<i>Balance 8S21</i>		\$57,277,975	
March-21	<i>Balance 9S21</i>		\$27,615,461	
	<i>No Requests this Month</i>			
April-21	<i>Pending Balance 10S21</i>		\$27,615,461	



**Transportation Commission Maintenance Reserve Reconciliation  
Tenth Supplement FY 2021 Budget**

<b>Transaction Date</b>	<b>Transaction Description</b>	<b>Amount</b>	<b>Balance</b>	<b>Reference Document</b>
June-20	<i>Ending Balance 12S20</i>		\$0	
July-20	<i>Balance 1S21</i>		\$12,000,000	
August-20	<i>Balance 2S21</i>		\$12,000,000	
September-20	<i>Balance 3S21</i>		\$12,000,000	
October-20	<i>Balance 4S21</i>		\$12,000,000	
November-20	<i>Balance 5S21</i>		\$12,000,000	
December-20	<i>Balance 6S21</i>		\$12,000,000	
January-21	<i>Balance 7S21</i>		\$10,435,597	
February-21	<i>Balance 8S21</i>		\$10,435,597	
March-21	<i>Balance 9S21</i>		\$20,218,597	\$12M transferred from Program Reserve
	<i>DMO Snow and Ice Request</i>	\$ (4,413,000)		1000286101
April-21	<i>Pending Balance 10S21</i>		\$15,805,597	

**Transportation Commission Contingency Reserve Fund  
Emergency and Permanent Repairs-Nonparticipating costs and state match**

**September 11, 2013 Flood Related Monthly Activity**

<b>Reg</b>	<b>State Highway</b>	<b>Mileposts</b>	<b>Project Description</b>	<b>County</b>	<b>Total Budget TCCRF</b>
0	0	0.000 - 0.000			
Total					\$ -

**Spring 2015 Flood Related Monthly Activity**

<b>Reg</b>	<b>State Highway</b>	<b>Mileposts</b>	<b>Project Description</b>	<b>County</b>	<b>Total Budget TCCRF</b>
Total					\$ -

**Grand Total TCCRF Activity for Emergency Relief Since Last Reporting**

\$ -





FY 2020-2021 Contingency Reserve Fund Balance Projection		
March		
TC Contingency Balance (Emergencies)	\$47,804,519	
<i>Pending Requests:</i>		
Project Savings returned from Region 1	\$2,021,742	
Pending April		
TC Contingency Reserve Balance	\$49,826,261	
<i>Projected Outflow:</i>		
	Low Estimate	High Estimate
State Match for Emergency Relief/Permanent Recovery	(\$2,000,000)	(\$5,000,000)
State Match for Spring 2015 Floods	\$0	(\$2,500,000)
<i>Projected Inflow:</i>		
	Low Estimate	High Estimate
None	\$0	\$0
Projected FY 2020-2021 YE Contingency Balance	\$47,826,261	\$42,326,261
<i>TCCRF Surplus (Deficit) to Reach \$25M Balance July 1, 2021</i>	<i>\$22,826,261</i>	<i>\$17,326,261</i>

FY 2020-2021 Program Reserve Fund Balance Projection		
March		
TC Program Reserve Balance	\$27,615,461	
<i>Pending Requests:</i>		
No Requests this Month		
Pending April		
TC Program Reserve Fund Balance	\$27,615,461	
<i>Projected Outflow:</i>		
	Low Estimate	High Estimate
	\$0	\$0
<i>Projected Inflow:</i>		
	Low Estimate	High Estimate
Region 2 Loan for SH 21 Research Parkway Interchange	\$19,500,000	\$19,500,000
Projected FY 2020-2021 YE Program Reserve Balance	\$47,115,461	\$47,115,461

FY 2020-2021 Maintenance Reserve Fund Balance Projection		
March		
TC Maintenance Reserve Balance	\$20,218,597	
<i>Pending Requests:</i>		
DMO Snow and Ice Request	(\$4,413,000)	
Pending April		
TC Maintenance Reserve Fund Balance	\$15,805,597	
<i>Projected Outflow:</i>		
	Low Estimate	High Estimate
	\$0	\$0
<i>Projected Inflow:</i>		
	Low Estimate	High Estimate
	\$0	\$0
Projected FY 2020-2021 YE Maintenance Reserve Balance	\$15,805,597	\$15,805,597





**DATE:** April 15, 2021  
**TO:** Transportation Commission  
**FROM:** Kay Kelly, Chief, Office of Innovative Mobility  
Mike Timlin, Interim Director, Division of Transit and Rail  
**RE:** Bustang Microtransit Plan

#### Purpose

The purpose of this memo is to request approval of the Bustang Microtransit Plan. A resolution follows this memo.

#### Action

It is requested that the Transportation Commission approve the attached resolution for the Bustang Microtransit Plan.

#### Background

The plan was presented to the Commission during the March Commission Workshop detailing the operations, goals, and objectives and is now ready for action by the Commission in April. A Sub-Committee of the Transit and Rail Advisory Committee consisting of communities along the corridor, the I-70 Coalition, I-70 Collaborative Effort, and CDOT staff guided this effort.

In a 2019, an I-70 Users Study commissioned by the I-70 Coalition, 61% of users surveyed said they were “very likely” or “somewhat likely” to take a van or bus to mountains for their recreational trip. 67% of respondents noted that the frequency of their winter recreation had been reduced because of I-70 congestion. With tourism as a major contributor to the State’s economy, the study concludes this statistic should be concerning for all. Reduction in trips to the mountains results in real economic impacts, not just to the resorts but also to all small businesses that support our tourism economy.

#### Details

Under the plan, CDOT remains as the operating entity, purchasing the vehicles and preparing them for service. DTR will amend the contract with Ace Express Coaches to include Microtransit in their operational purview. The Microtransit service will initially connect with the local transit agencies along the I-70 mountain corridor linking the communities at key mobility hubs and providing improved collection and distribution capabilities. The Bustang Microtransit plan is fully described in the following amended white paper.

Shortly after the March Commission Workshop, it was discovered that U.S. 49 CFR 37.71 requires all revenue vehicles to be handicap accessible, making additional non-handicap accessible vehicles unnecessary. This will reduce the vehicle acquisition cost by \$57K and is reflected in the amended white paper.

#### *Key Benefits:*

- Provide improved modal choice in the I-70 Corridor during periods of heavy traffic
- Frequent hourly service providing more freedom of choice
- Reducing VMT and GHG improving air quality along the corridor

#### Next Steps

Once the Transportation Commission approves the attached resolution, the following steps will begin:

- Procure the vans.
- Amend the contract with Ace Express Coaches, LLC to include the Microtransit service in their operating and maintenance responsibilities.
- Develop and implement the communications plan, including branding, public outreach, and customer service planning.
- Anticipate beginning service in mid-December 2021.

#### Attachment

Amended Mountain Corridor Shuttle White Paper

## BUSTANG MOUNTAIN CORRIDOR SHUTTLE WHITE PAPER April 2021

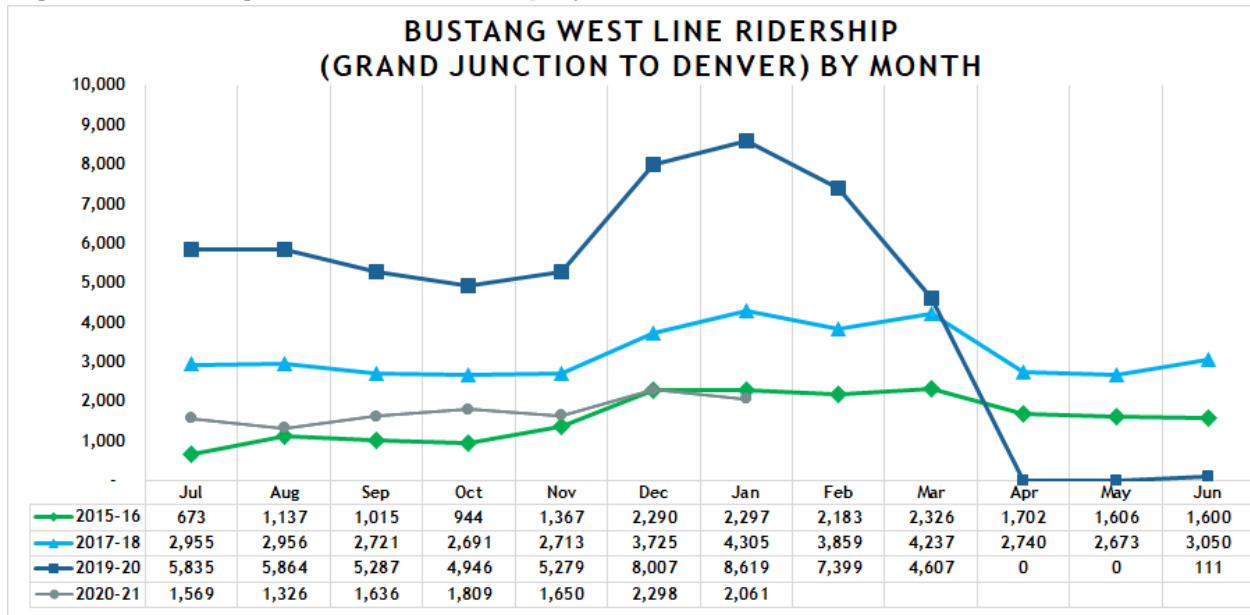
### Purpose

This white paper presents the staff proposal to the Transportation Commission for the Bustang Mountain Corridor Shuttle Service Plan (the Plan). The Plan incorporates input from the I-70 Coalition TDM Committee, The I-70 Collaborative Effort, and the Transit & Rail Micro-Transit Advisory Sub-Committee. If the Transportation Commission concurs, the Division of Transit and Rail (DTR) will request approval to implement the Plan at the April Commission meeting.

### Background

The Bustang West Line originally was intended to focus on "essential travel" trip purposes like business, shopping, medical, air travel, and others for the residents in the mountain communities along and near the I-70 Mountain Corridor. Recreational trips for skiing and snowboarding were not the primary purpose of Bustang. As demand increased and riders with recreational trip purposes increasingly used the service, bus trips were added to the operations plan. In calendar year 2019, Bustang West Line handled 70,611 riders, averaging 193 riders per day; 3 daily round trips had 306 available seats. Service has increased from one daily roundtrip per day in 2015 to three daily roundtrips in early 2020 pre-pandemic. Figure 1 shows the Bustang West Line ridership from 2015-2021.

**Figure 1: Bustang West Line Ridership by Month**



Even with added trips, demand has outstripped the capacity of the service, leaving riders stranded. These situations have proven difficult to manage and resulted in customer dissatisfaction. The root causes of the problem are lack of fleet availability and continuing shortages of qualified operators with a Commercial Driver's License (CDL). Between October 2018 and May 2019, Ace Express Coaches, LLC (the contracting agency operating Bustang West Line) experienced a CDL driver shortage. Currently, the State of Colorado regulations require CDL certification for operators of vehicles that transport 16 or more passengers, including the driver.<sup>1</sup> To obtain CDL certification, drivers must meet a strict set of requirements that include passing the commercial drive skills test, medical examination, randomized drug testing, additional fees, etc. This limits the pool of qualified drivers. Private companies with CDL job positions pay above the average rate for passenger vehicle bus driver positions, which means the limited numbers of qualified drivers are choosing those positions over the Bustang-contracted positions. The shortage of drivers resulted in the denial of service of over 300 passengers and reduction of daily trips from 34 to 30.

Once the pandemic restrictions are lifted, DTR staff expects an increased demand for I-70 Mountain Corridor transit service, building back to pre-pandemic levels, and growing beyond in the future. This will put even more stress on the Bustang West Line operations. The proposed flexible, frequent and fair-priced shuttle service described in this white paper would provide the added capacity to meet this growing demand.

## Bustang Mountain Corridor Shuttle Purpose & Goals

The CDOT mission statement is "to provide the best multi-modal transportation system for Colorado that most effectively moves people, goods, and information." The I-70 Coalition Transportation Demand Management (TDM) committee has established that I-70 is 300-400 vehicles per hour over capacity during peak periods between Vail and Denver, and is exploring solutions to correspondingly reduce private automobile demand by that amount. The Plan supports the CDOT mission statement and the TDM Committee goal by operating frequent, reliable, and affordable peak period public transit, supplementing the existing Bustang West Line and Snowstang service between Avon/Vail and Denver, more than doubling the daily available seats on peak traffic days.

The purpose of The Bustang Mountain Corridor Shuttle Service is to:

- Operate frequent, reliable, affordable peak period I-70 public transit
- Reduce reliance on private automobiles
- Reduce greenhouse gas emissions

## Goals

The plan starts off small, allowing for managed expansion based on demand and funding availability, similar to how the Bustang expansion was implemented between 2015 and early 2020. This service expansion is shovel-ready and conforms with the Governor's stated goals of reducing traffic and improving air quality.<sup>2</sup> This proposed service has an aggressive timeline with a target launch date in December 2021. Plan goals include:

- Proof of Concept

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<sup>1</sup> <https://dmv.colorado.gov/cdl-general-information>

<sup>2</sup> <https://energyoffice.colorado.gov/climate-energy/ghg-pollution-reduction-roadmap>

- Start small and grow as service matures - more frequent
- Demonstrate ridership for future Mass Transit
- Reduce traffic & GHG Emissions
- Maintain a sustainable operation
  - Plan for 40% farebox recovery but maintain at least 20% farebox recovery by mid 2022
  - Operate strict reservation only fixed-route station to station to keep operating costs low
  - Collaborate with Mountain Resort Shuttles
- Increase person-trip capacity on the corridor
  - More than doubles the seating capacity on peak traffic days to 744 seats per day
- Responsive to public desire for service

The Bustang Mountain Corridor Shuttle Plan proposes to use a fleet of passenger vans. Because the proposed vehicles are smaller than the standard Bustang over-the-road coaches, the service will be allowed to operate in the I-70 Mountain Express Lanes (MEXL) through Clear Creek County, avoiding traffic congestion in the general purpose lanes in the east- and west-bound directions, as well as on the potential bus-on-shoulder stretch on Floyd Hill. These smaller vehicles also will eliminate the need for CDL certification, making it easier to find drivers and maintain a better level of service for the public. Finally, the vehicles require lower-cost liability insurance and less costly maintenance compared to over-the-road coaches and buses. Figure 2 shows examples of existing passenger van shuttles, including OC Flex through Orange County Transportation Authority (OCTA) in California and Ride 2 through King County Metro in Washington State.

**Figure 2: Example Passenger Van Shuttles**



The new service will provide more frequent service than the existing Bustang West Line, to allow riders flexibility in travel times. Adding vehicles to the fleet on the corridor also allows the operator to adjust schedules and routes as needed. Like the existing Bustang West Line, the service will capitalize on local public transit systems that connect to local transit routes. The shuttle service will continue to use a public transit type fare structure, which is a more affordable alternative than existing private charter services.

The service can demonstrate ridership and demand for a future Advanced Mass Transit<sup>3</sup> along the I-70 Mountain Corridor. The draft initial operating plan is to provide the service on peak traffic days including Fridays, Saturdays, Sundays, and holidays on a strict reservation basis. The service will more than double the seating

<sup>3</sup> <https://www.codot.gov/programs/transitandrail/plans-studies-reports/ags-study.url>

capacity on peak traffic. Operating costs will be kept low with a fixed-route station-to-station service model and using existing Bustang West Line stops.

Potential benefits include reducing reliance on private automobiles, reducing traffic congestion along the I-70 Mountain Corridor, and reducing greenhouse gas emissions. This service also helps to meet the increased demand Bustang has experienced since its inception in 2015 and alleviates the worsening traffic conditions experienced by travelers along the I-70 Mountain Corridor. Finalization of the branding and livery for this service will occur late spring 2021.

## Stakeholder & Advisory Committee

Stakeholder outreach has begun and will continue in the Spring and Summer of 2021. Outreach includes existing private operators and other necessary stakeholders in the region, such as the I-70 Coalition and other transit management organizations/associations (TMO/TMA). Additionally, partnership with corridor municipalities, counties, and other key agencies are vital to the success of this service. DTR staff prepared the service implementation plan in conjunction with the COVID-19 Bustang Recovery Plan with guidance and assistance from the following groups:

- The I-70 Coalition - TDM Committee
- The I-70 Collaborative Effort
- The newly created Transit and Rail Mountain Corridor Shuttle Advisory Sub-Committee

Pending Transportation Commission approval, DTR staff will continue to meet with the aforementioned groups and conduct outreach to existing shuttle services in the corridor. Mountain shuttle carriers like Epic Mountain Express (formerly Colorado Mountain Express) and Summit Express offer critical surface transportation services to tourists and travelers from Denver International Airport to mountain tourist locations under a charter model via reservation. The Mountain Corridor Shuttle service will collaborate with but not compete with these operators because it is targeting residents along the corridor, with pick-up and drop-off at existing transit stations. Table 1 shows a list of current stakeholders engaged in the Mountain Corridor Shuttle plan development.

**Table 1: Mountain Corridor Shuttle Stakeholders**

I-70 Coalition - TDM Committee	Town of Silverthorne	Summit Stage
I-70 Collaboration Effort	Town of Avon	ECO Transit
Transit and Rail Micro-Transit Advisory Sub-Committee	Town of Frisco	RTD
Clear Creek County	Town of Vail	DRCOG
Summit County	Town of Eagle	Ski Resorts
Eagle County	Town of Idaho Springs	Private Shuttle Operators

Inter-Mountain TPR		
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## Proposed Fleet

Under the Plan, CDOT would be the operating entity, purchase the rolling stock, and amend the contract with Ace Express Coaches, LLC, who has extensive experience with frequent, small vehicle fixed-route transit. The Plan proposes the purchase of 12 vans configured to accommodate 14 passengers plus a driver. The shuttle fleet would be owned by CDOT and leased to Ace Express Coaches, following the existing ownership model used for Bustang and Bustang Outrider. Peak seat availability along the corridor would increase from the current 306 seats to 744 seats daily during shuttle service days. The 12 vans provide 84 seats compared to 51 seats in one over-the-road coach.<sup>4</sup>

The acquisition cost of five vans of this type equals the cost of one full-size over-the-road motor coach. Typical passenger vans that fit the desired specifications cost \$54,000 per vehicle. Customization and technology upgrades cost \$40,000 and \$9,000, respectively, per vehicle.

**Table 2: Estimated Mountain Corridor Shuttle Capital Costs**

Estimated Costs	Unit Cost	Quantity	Total
Passenger Vans	\$54,000	12	\$648,000
Customization	\$40,000	12	\$480,000
Wifi, INIT CAD-AVL, etc.	\$9,000	12	\$108,000
Total			\$1,236,000

Because the passenger vehicles that meet the specifications are less than 25 feet long and will not be towing a trailer, they are permitted to travel in the I-70 Mountain Express Lanes (MEXL). Additionally, state ordinance C.R.S. 43-4-808(1)(b)<sup>5</sup> permits public transit vehicles to travel in the Express Lanes without paying a user fee. There are no electric vehicles on the market that meet the specifications, so they will have either clean turbo diesel or eco gasoline engines. The costs of liability insurance and maintenance are lower for passenger vans than over-the-road motor coaches and average 15-20 miles per gallon of fuel compared to the 5 miles per gallon of a 45-foot coach.<sup>6</sup> This equates to better per passenger miles per gallon compared to the standard SUV, which can hold up to five passengers and can average between 13-30 miles per gallon.<sup>7</sup>

<sup>4</sup> [https://www.codot.gov/programs/commuterchoices/assets/documents/trandir\\_transit.pdf](https://www.codot.gov/programs/commuterchoices/assets/documents/trandir_transit.pdf)

<sup>5</sup> <https://leg.colorado.gov/sites/default/files/images/olls/crs2016-title-43.pdf>

<sup>6</sup> <https://afdc.energy.gov/data/10310>

<sup>7</sup> [https://www.fueleconomy.gov/feg/byclass/Standard\\_SUV\\_4WD2019.shtml](https://www.fueleconomy.gov/feg/byclass/Standard_SUV_4WD2019.shtml)

To procure the vehicles, a bid process will need to take place. In all, start-up capital costs would total about \$1.24 million.

## Proposed Shuttle Service Schedule

The proposed service will augment the current Bustang and Snowstang Service during peak traffic on Fridays, Saturdays, Sundays, and holidays during the winter recreation season and summer tourism season. The service would operate 12 round trips during peak traffic days, coordinated within the Bustang service, featuring 60-minute headways from 12:00 PM - 9:00 PM on Fridays, and 5:30 AM - 9:00 PM Saturdays, Sundays, and holidays. It would operate daily during the December-January holiday period. The addition of the Mountain Corridor Shuttle service would raise the total number of seats offered to patrons to 744 seats on peak traffic days.

Service would originate/terminate at the Avon Station on Benchmark Road and Denver Union Station, with stops at the Vail Transportation Center, Frisco Transfer Station, and Denver Federal Center RTD Light Rail Station. Service frequency would be increased 4-fold, providing greater travel choices than what is currently offered for the Bustang West Line service.<sup>8</sup> Ongoing conversations with stakeholders include exploring a potential extension to the Town of Eagle (existing Bustang West Line stop). Accessible vehicles would be on call for any patron who needs wheelchair-accessibility. An option to request an accessible vehicle would be available when purchasing tickets in order to accommodate passengers. Figure 3 shows an example schedule.

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<sup>8</sup> <https://ridebustang.com/west-line-schedule/>



**Figure 3: Proposed Shuttle Schedule**

**Westbound - Read Left to Right**

Run Number	Denver Union Station	Vail/Avon	Glenwood Springs	Grand Junction
Micro-Transit 770	6:00 AM	8:30 AM		
Bustang 710	7:00 AM	→	10:55 AM	12:40 PM
Micro-Transit 772	8:00 AM	10:30 AM		
Micro-Transit 774	9:00 AM	11:30 AM		
Bustang 712	10:00 AM	→	1:55 PM	3:40 PM
Micro-Transit 776	11:00 AM	1:30 PM		
Micro-Transit 778	12:00 PM	2:30 PM		
Micro-Transit 780	1:15 PM	3:45 PM		
Micro-Transit 782	2:00 PM	4:30 PM		
Bustang 730	3:00 PM	5:40 PM		
Outrider 6601	3:15 PM	→	Craig	
Micro-Transit 784	3:30 PM	6:00 PM		
Micro-Transit 786	5:00 PM	7:30 PM		
Bustang 711	5:40 PM	→	9:35 PM	
Micro-Transit 788	7:00 PM	9:30 PM		
Micro-Transit 790	8:00 PM	10:30 PM		
Micro-Transit 792	9:15 PM	11:45 PM		

**Eastbound - Read Left to Right**

Run Number	Grand Junction	Glenwood Springs	Avon/Vail	DJS
Micro-Transit 771			5:15 AM	7:30 AM
Bustang 731			6:10 AM	9:05 AM
Micro-Transit 773			7:30 AM	9:45 AM
Bustang 701		7:25 AM	8:25 AM	10:10 AM
Outrider 6602		Craig	→	11:20 AM
Micro-Transit 775			9:30 AM	11:45 AM
Micro-Transit 777			10:30 AM	12:45 PM
Micro-Transit 779			11:30 AM	1:45 PM
Micro-Transit 781			12:30 PM	2:45 PM
Micro-Transit 783			1:30 PM	3:45 PM
Micro-Transit 785			2:30 PM	4:45 PM
Bustang 711	12:25 PM	2:25 PM	3:45 PM	6:00 PM
Micro-Transit 787			4:45 PM	7:00 PM
Micro-Transit 789			5:30 PM	7:45 PM
Micro-Transit 791			6:30 PM	8:45 PM
Bustang 713	4:30 PM	6:20 PM	7:40 PM	9:55 PM
Micro-Transit 793			8:30 PM	10:45 PM

### Proposed Fare Structure

Proposed transit fares for the shuttle service are based on \$0.20 per mile. Required reservations, using the BETTEREZ Reservation System, would guarantee seats on shuttle routes only, and would be transferable to the Bustang West Line; however, no reservations would be guaranteed. This fare structure is slightly higher than the existing Bustang fare structure of \$0.17 per mile, justified by guaranteed seats and potentially faster travel times. Discount fares could be offered to riders who purchase multiple fares and to seniors, disabled patrons, and children. Table 3 outlines the example fares and potential discounts for The Mountain Corridor Shuttle.

**Table 3: Potential Fares and Discounts**

Example Fares	
Denver to Avon/Vail	\$20.00
Denver to Frisco	\$14.00
Frisco to Avon/Vail	\$5.00
Type of Fares	Discount
10 Ride Discount	10%
20 Ride Discount	20%
40 Ride Discount	25%
Senior Discount (65+)	25%
Disabled Discount	25%
Child Discount (2-11 y/o)	50%

### Operations & Maintenance Costs

Operations and maintenance costs for the service are estimated to be between \$2.40-\$2.75 per mile, compared to the existing Bustang cost per mile of \$4.35. Annual operating days are projected at 136 days, for an estimated gross annual operating cost between \$1.25-\$1.61 million. Fuel costs for passenger vans getting 15-20 miles per gallon traveling 464,800 annual operating miles and fuel economy prices are estimated to be between \$2.50-\$4.00 per gallon. Operation is expected to receive a minimum farebox recovery of 20%, making the net annual operating costs between \$1-\$1.23 million.

Drivers would be recruited equally from the mountain corridor communities and Front Range. Using the existing model for Bustang West Line, drivers would make three trips during a work shift and therefore receive paid overnight accommodation every other shift (an estimated 544 hotel nights). This would account for any inclement weather drivers may experience and keep them well within their federally regulated shift time allotment. Table 4 shows the annual operating costs.

**Table 4: Estimated Mountain Corridor Shuttle Annual Operating Costs**

Estimated Costs	High	Low
Operating Miles	\$1.2M	\$1.12M
Fuel	\$0.19M	\$0.06M
Hotel	\$0.14M	\$0.07M
Gross Operating Cost	\$1.61M	\$1.25M
Minus Farebox Recovery 20%	-\$0.32M	-\$0.25M
Total	\$1.23M	\$1.00M

## Communications Plan

A permanent service name and livery has been assigned to the Bustang and Outrider Marketing firm, Amelie Company to be delivered in late spring 2021. An announcement will be released to the public after Transportation Commission approval. Additional announcements and advertising will include social media, including Facebook, Twitter, and Instagram; paid advertising; traditional media outlets such as local Denver news channels, TV8 in Summit County, Vail Valley TV 8 (Vail Resorts); and the Summit Daily, Vail Daily, Colorado Sun, and Denver Post newspapers.

## Conclusion

The Bustang Mountain Corridor Shuttle Service Plan proposes a short, expedited implementation timeline to begin to service the needs of residents and travelers along the I-70 Mountain Corridor as soon as the 2021 winter season. This new service is backed by the success of Bustang West Line ridership over the past five years and responds to the public’s desire for expanded mountain corridor public transportation options. It will reduce I-70 Mountain Corridor traffic and greenhouse gas emissions in support of the State of Colorado Governor’s climate action goals.

Associated risks with this new service may include the expedited bidding, procuring, and preparation of the vehicles by the proposed December 2021 launch date. Staff will continue to work with Ace Express to ensure they have the bandwidth to maintain 12 additional vehicles, including the option to contract out vehicle maintenance depending on their capacity limitations. Additionally, drivers will need to be recruited for the additional vehicles and trips. Review of state and federal regulations will be necessary to determine if they prohibit a reservation-only service for public transit. Continued research and verification that the bus-on-shoulder operations on Floyd Hill is viable to ensure reliable transit service in this corridor.

Previous Transportation Commission resolutions related to Bustang include TC Resolution #TC-3133 in January 2014, which gave the provision to monitor Bustang’s success for the first three years of operation. It established CDOT’s authority to continue service, modify, or cancel Bustang operations.

PD1605.1 was approved in August 2014 and established reporting procedures to the Transportation Commission for Bustang operations:

*GENERAL PROVISIONS - Paragraph 3 - "DTR shall set targets for farebox recovery with the goal of attracting ridership and providing an alternative to driving that entices riders to reduce driving. The Program shall thus set a goal of achieving a minimum fare box recovery of 20% of operating costs within two years of service start up."*

Transportation Commission approval is necessary to implement the Bustang Mountain Corridor Shuttle Implementation Plan, with \$1 million in operations and maintenance costs and \$1.3 million in start-up capital costs. If Transportation Commission approval is granted in mid-April 2021, next steps are to procure the fleet in late April, finalize the brand name and vehicle livery mid-May, and conduct stakeholder outreach May through July. The expected service launch is December 2021.



# CDOT 2020 ENVIRONMENTAL AWARDS

## Four Award Categories

- Innovative Environmental Process
- Environmental Support by Maintenance
- Special Environmental Contributor
- Best Environmental Project

# CDOT 2020 ENVIRONMENTAL AWARDS

## Innovative Environmental Process

*Permanent Stabilization Checklist,  
Improves Communication and Compliance*

Team Members Involved: Troy Rice, Michael Schreiber, and Greg Fisher



### CONSTRUCTION PHASE INSPECTION AND VERIFICATION CHECKLIST FOR SUCCESSFUL ROADSIDE REVEGETATION



Topsoil placement upon completed cut and fill slopes (207.04)



Troy Rice



Mike Schreiber



Gregory Fischer



# Environmental Support by Maintenance

*Tyler Weldon, DMO PE II, For implementing and administering the innovative Statewide Post Construction Landscape Establishment Fund*

Team Members Involved: Many region and HQ maintenance, environmental, landscape architects, PMO office, DAC, contracts, engineering, RTDs, Chief Engineer, CFO, FHWA, consultants, the Colorado Contractors Association. . . over many years. But Tyler stepped up to make this a reality after all the planning was done.



TYLER  
WELDON



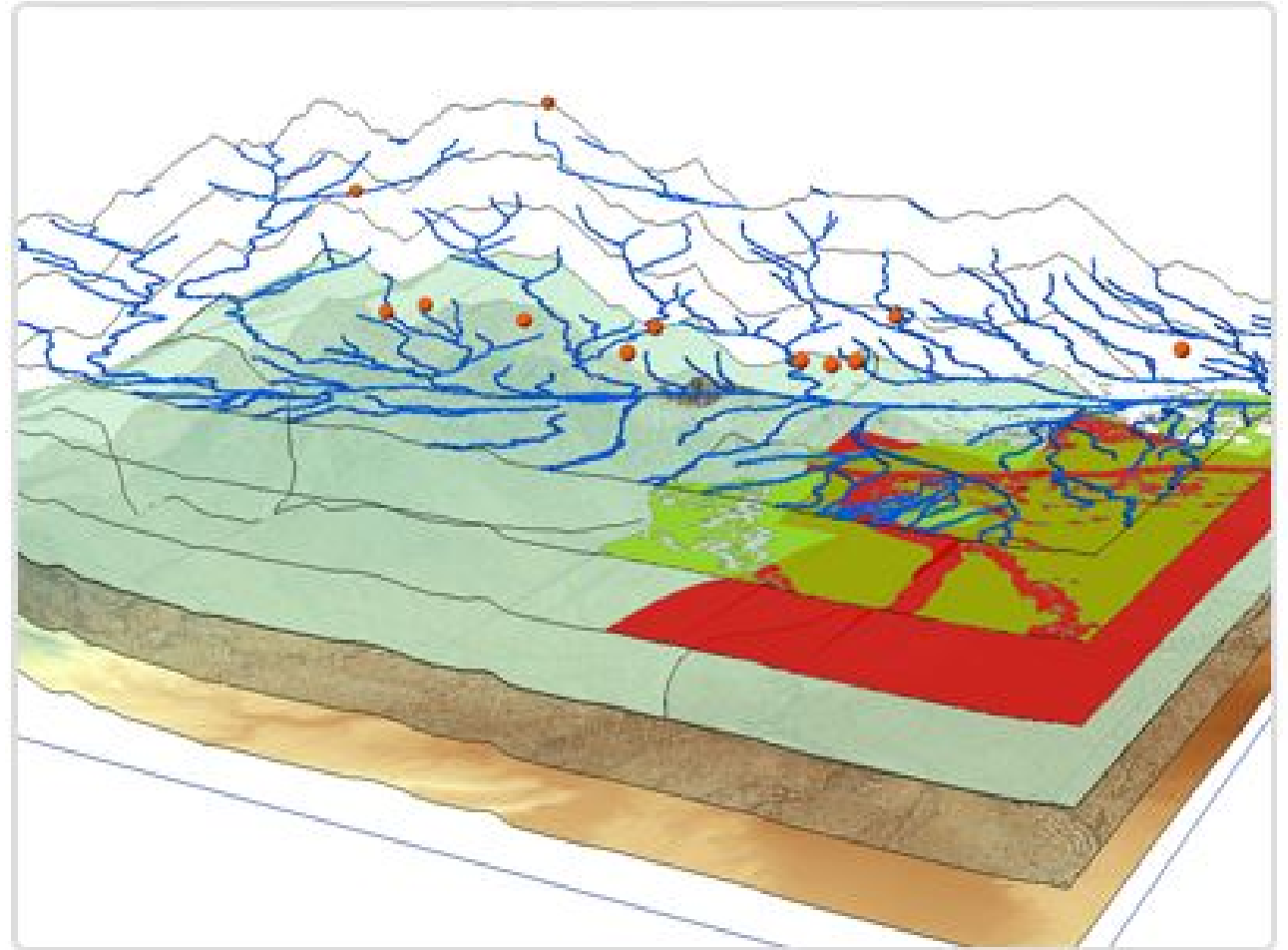


# Special Environmental Contributor

*Shelley Broadway, HQ,  
DTD Info Management,  
GIS Support*



**Shelley  
Broadway**

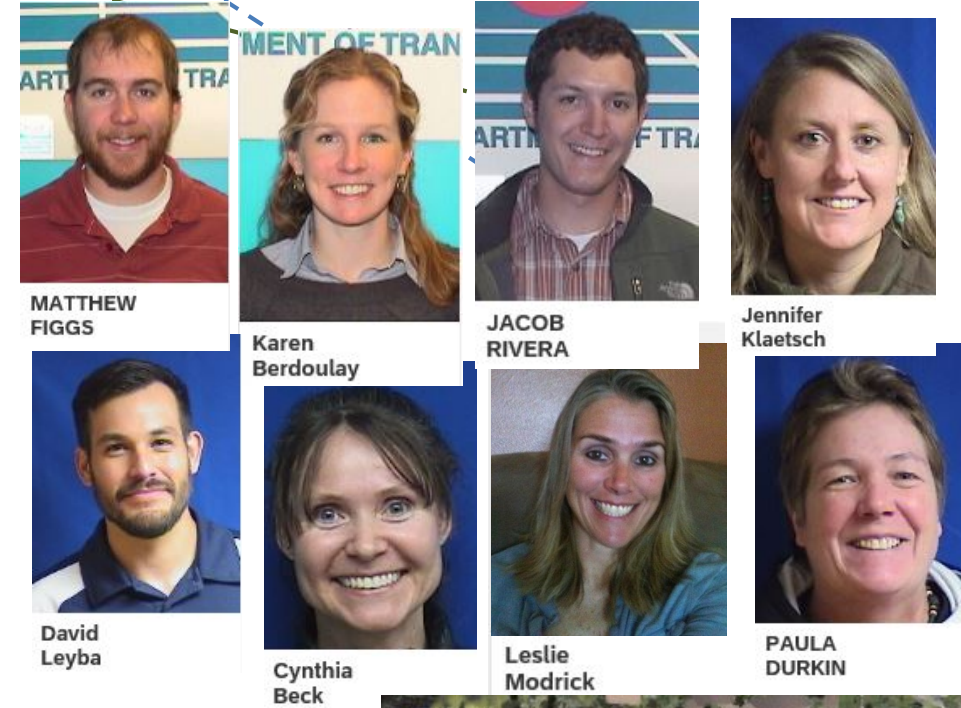
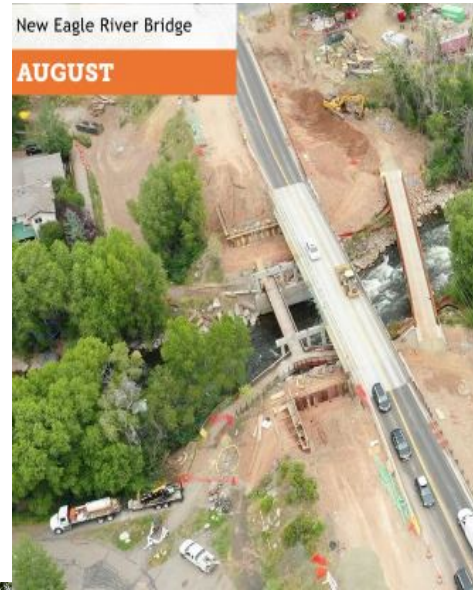


# CDOT 2020 ENVIRONMENTAL AWARDS

## Best Environmental Project

*I-70G Edwards Interchange Phase II*

Team Members Involved: CDOT - Martha Miller, Karen Berdoulay, Jacob Rivera, Matt Figgs, Catherine Ventling, Jennifer Klaetsch, Paula Durkin, Leslie Modrick, Jon Leyba, and Cynthia Beck; Eagle County - Rickie Davies; HDR - Jeremy Colip; RS&H - Randy Furst; Kraemer North America- Carl Dewey





**TO:** Transportation Commission (TC)

**FROM:** Herman Stockinger, Deputy Director and Director of Policy  
Keith Stefanik, Deputy Chief Engineer

**DATE:** April 15, 2021

**RE:** Approval of a name change to a local road (Stapleton Drive) as part of the Central 70 Project

### Purpose

CDOT has received a request from the City and County of Denver (Denver) to change the name of both Stapleton North Drive and Stapleton South Drive of which are both temporarily under the control of CDOT as part of the Central 70 Project. Both roads serve as “local access frontage roads” for I-70 between Colorado Boulevard and Quebec Street.

### Action

Staff requests that the Transportation Commission approve a Resolution to (1) formally rename Stapleton North Drive (operates as one-way, westbound movement), east of Dahlia Street, to East 45<sup>th</sup> Avenue and (2) formally rename Stapleton South Drive (operates as one-way, eastbound movement), east of Colorado Boulevard, to East 44<sup>th</sup> Avenue.

### Background

Stapleton North Drive and Stapleton South Drive originally belonged to Denver. In 2015, CDOT acquired the right-of-way including Stapleton North Drive and Stapleton South Drive, pursuant to the September 2015 Intergovernmental Agreement (IGA) between Denver and CDOT concerning the Central 70 project, with the intention of returning ownership to Denver once the project was complete.

As CDOT does not normally name roads, CDOT does not have a normal process for either naming or renaming roads. (Occasionally the legislature names stretches of roadway “memorial” highways, but they also retain their numeric designations). Denver staff in turn believes that the City can't rename a street that it doesn't own. Denver's process requires City Council action and it can only impose that action over the streets that it actually owns.

### Details

When Stapleton airport was redeveloped following the opening of Denver International Airport, the neighborhood now known as Central Park was named Stapleton, after the former airport.

The access roads now known as Stapleton North Drive and Stapleton South Drive have never been formally named by either Denver or the State. An internal memo dated August 13, 1965 from Denver's City Engineer, regarding the two frontage roads, reads in its entirety:

“Considerable effort is required to formally dedicate these frontage roads as City streets; but because of the current need for street names in that area, we have been informally permitting the residents to use the names “Stapleton North Drive” and “Stapleton South Drive” for the frontage roads east of Colorado Boulevard. Specifically, Stapleton North Drive is the

designation for the frontage road on the north side of Interstate 70 and Stapleton South Drive is the designation for the frontage road on the south side of Interstate 70.”

This appears to be the only document addressing naming of these access roads by either Denver or the state, and makes clear that they were never formally named. Rather, the "Stapleton" designation has been a "name of convenience" since 1965.

Several other locations in Denver which included the name "Stapleton" have been renamed over the past year. In addition to the neighborhood as a whole, these include:

- DHA-owned Stapleton Rec Center was renamed to 5090 Rec Center
- A sign in an unnamed park (never designated) that referenced the Stapleton Rec Center was taken down (no renaming needed)
- The Citizen Advisory Board for the Stapleton neighborhood dropped the Stapleton reference in their name in 2017
- The Stapleton Development Corp changed their name
- The RNO for the neighborhood worked with the Master Community Association to change all of their neighborhood references to Central Park - the City has been changing over all of that in city systems since the vote in August
- Forest City and then Brookfield began changing development branding away from Stapleton
- The Stapleton Foundation changed its name to the Foundation for Sustainable Urban Communities

Finally, it is important to note two key elements of the name change:

- 1) The Central 70 project would fund replacement street signage, likely out of the project's contingency budget.
- 2) Denver's Department of Transportation and Infrastructure would undertake any city administrative tasks prompted by the name change, including notification of emergency and postal services (Eulois Cleckley, the Executive Director, has agreed to this).
- 3) Denver will be responsible and undertake any required public and business outreach regarding the name change.

**Options/Decision Matrix**

- 1) **Staff Recommendation:** Approve the renaming Resolution, allowing CDOT to replace the signage while the roads are under CDOT's control.
- 2) Postpone action to a later date, if the Transportation Commission has questions about the request.
- 3) Reject the City and County of Denver's request to rename the roads.

**Attachments**

Letter from City and County of Denver

**Resolutions**

Proposed Resolution #12, Central 70 Local Street Name Change



April 12, 2021

Colorado Transportation Commission  
Karen Stuart, Chair  
c/o Colorado Department of Transportation  
2829 Howard Place  
Denver, CO 80204

**Re: I-70 Access Drives known as Stapleton Drive North and Stapleton Drive South**

Dear Transportation Commissioners,

As you may know, Denver's original municipal airport was renamed in 1944 after a former Denver Mayor, Benjamin Stapleton, who served from 1923 to 1931, and also from 1935 to 1947. Later, when Stapleton airport was redeveloped following the opening of Denver International Airport, the neighborhood now known as Central Park was also named Stapleton, after the former airport.

Because Benjamin Stapleton's early political career was fundamentally shaped by his involvement with the Ku Klux Klan (1), the neighborhood name created a great deal of discomfort both for many residents of the neighborhood and of the city as a whole, and in the summer of 2020 an initiative was taken to choose and adopt a new one, Central Park. Several other locations and organizations in Denver which included the name "Stapleton" have also been renamed over the past year. In addition to the neighborhood as a whole, these include:

- Denver Housing Authority-owned Stapleton Rec Center was renamed to 5090 Rec Center
- A sign in an unnamed park (never designated) that referenced the Stapleton Rec Center was taken down (no renaming needed)
- The Citizen Advisory Board for the Stapleton neighborhood dropped the Stapleton reference in their name in 2017
- The Stapleton Development Corp changed their name
- The RNO for the neighborhood worked with the Master Community Association to change all of their neighborhood references to Central Park – the City has been changing over all of that in city systems since the vote in August
- Forest City and then Brookfield began changing development branding away from Stapleton
- The Stapleton Foundation changed its name to the Foundation for Sustainable Urban Communities

As the access roads currently known as "Stapleton Drive North" and "Stapleton Drive South" were transferred to CDOT in connection with the Central 70 project in 2015, they are currently owned by the

Chief of Staff, Alan Salazar  
Office of Mayor B. Hancock  
1437 Bannock Street, Room 350 | Denver, CO 80202  
[www.denvergov.org](http://www.denvergov.org)  
p. 720-865-9090

state. I am writing to request that you consider renaming them to numbered streets consistent with the surrounding street pattern.

Sincerely,



Alan Salazar

Chief of Staff to Denver Mayor Michael Hancock

c.

Shoshana Lew, CDOT Executive Director

Herman Stockinger, CDOT Deputy Director

(1) This history is detailed on Wikipedia as follows:

As chronicled by Robert Alan Goldberg in his book *Hooded Empire: The Ku Klux Klan in Colorado*, Stapleton was the Klan candidate for mayor of Denver in 1923 and won the election with Klan support. When Stapleton declared his candidacy for mayor in March 1923, he was Klan member number 1,128 and a close friend of the Colorado Klan Grand Dragon, John Galen Locke. Rumors of Stapleton's Klan membership circulated during the mayoral campaign. Stapleton responded by denying that he was a Klan member and condemning the Klan, "to appease his Jewish and Catholic supporters." Stapleton declared, "True Americanism needs no mask or disguise. Any attempt to stir up racial prejudices or religious intolerance is contrary to our constitution and is therefore un-American." The voters believed Stapleton's denial and he was elected, defeating an unpopular incumbent, Dewey Bailey. Stapleton then appointed fellow Klansmen to multiple positions in Denver government, though he initially resisted Klan pressure to appoint a Klansman as chief of police.

An anti-Stapleton backlash developed due to the Klan's infiltration of Denver government. The anti-Stapleton coalition began the process of petitioning for a recall election. Stapleton knew that to survive the recall he would need Klan support. He capitulated to the Klan demand that he appoint a Klansman as police chief, with the result that the police department became in effect a Klan organization. This galvanized the anti-Stapleton forces and they succeeded in forcing a recall election of Stapleton in August 1924.

According to Goldberg's description of the recall election, "[t]he Klan dominated the Stapleton campaign, contributing more than \$15,000 and scores of election workers." "On July 14, 1924, Mayor Stapleton addressed a Klan gathering on South Table Mountain and reaffirmed his commitment: 'I have little to say, except that I will work with the Klan and for the Klan in the coming election, heart and soul. And if I am reelected, I shall give the Klan the kind of administration it wants.'" The anti-Stapleton coalition had run a poor candidate against Stapleton in the recall election (Dewey Bailey, the incumbent mayor Stapleton defeated in 1923), and Stapleton won the recall election by a landslide. On the night of the election, Denver Klansmen burned crosses on South Table Mountain to signify their victory.

**Colorado Bridge Enterprise Board**  
**Meeting Minutes**  
**March 18, 2021**

PRESENT: Shannon Gifford, District 1  
Don Stanton, District 2  
Eula Adams, District 3  
Karen Stuart, Chair, District 4  
Kathleen Bracke, District 5  
Barbara Vasquez, District 6  
Kathy Hall, Vice Chair, District 7  
Sidny Zink, District 8  
Lisa Hickey, District 9  
William Thiebaut, District 10  
Gary Beedy, District 11

AND: Staff members, organization representatives, and broadcast publicly

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

In March, the Bridge Enterprise Board of Directors

- Approved Resolution #BE1, the minutes from the February Board Meeting
- Approved Resolution #BE2, Update Policy Directive 16.0
- Approved Resolution #BE3, Funding match for FY 2021 INFRA Grant
- Approved Resolution #BE4, FY 21-22 Final Budget

## MEMORANDUM

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**TO: THE BRIDGE ENTERPRISE BOARD OF DIRECTORS**  
**FROM: JEFF SUDMEIER, CHIEF FINANCIAL OFFICER**  
**DATE: APRIL 15, 2021**  
**SUBJECT: SIXTH SUPPLEMENT TO THE FISCAL YEAR 2020-21 BRIDGE ENTERPRISE BUDGET**

### Purpose:

This month the Bridge Enterprise (BE) Board of Directors (Board) is being asked to approve two budget supplements that will establish the construction phase budget for: 1) the replacement of 14 structures as part of the FY18 USDOT Competitive Highway Bridge Program (CHBP) grant project and 2) the replacement of three structures that were not part of the grant application but have been combined with this larger project to achieve economies of scale. Collectively, both supplements will fund the combined project referred to herein as the Region 2 Bridge Bundle Design-Build (R2B2) project.

### Action:

Staff is requesting Board approval of Proposed Resolution # BE-21-4-2, the sixth budget supplement to the Fiscal Year 2020-21 BE Budget.

### Background:

The first budget supplement is for the project which was awarded a \$12.475M grant through the FY18 USDOT CHBP for the replacement of structures located across key rural mobility and freight highway corridors in southern and central Colorado. The roadways serve as vital corridors for freight traffic, serve as designated hazardous material routes, provide alternate routes for fire and flood evacuations, and are primary routes for tourism. The project scope, which was developed to meet the goals established in the FY18 USDOT CHBP Notice of Funding Opportunity, consists of the replacement of 14 BE eligible deficient structures using design-build project delivery.

These structures were bundled into a larger program of works based on structure characteristics (location, type, etc.), risk factors, and condition factors with the goal of achieving economies of scale. Structures that are currently classified in all three tiers of the January 2021 BE Prioritization Plan were selected to increase the competitiveness of the CDOT/BE's grant application and maximize project benefits. The table on the following page provides a summary of structure inventory data, current condition rating, and prioritization tier ranking.



Original Bridge ID	Route and Crossing	Year Built	Condition Rating	AADT	Truck Traffic	BE Prioritization Tier
G-12-C	SH 9 ML over PLATTE GULCH	1938	Poor (Culvert)	3,800	3.70%	Second
H-13-N	US24 ML over DRAW	1937	Poor (Substructure)	3,300	6.80%	Third
I-13-G	US24 ML over DRAW	1937	Poor (Superstructure)	1,900	8.00%	Top
I-15-AO	US24 ML over DRAW	1937	Poor (Culvert)	5,700	5.10%	Third
I-15-T	US24 ML over DRAW	1937	Poor (Culvert)	5,700	5.10%	Second
J-14-C*	SH 9 ML over LOUIS GULCH	1934	Fair*	1,300	7.40%	Third
J-15-G	SH 9 ML over MACK GULCH	1971	Poor (Culvert)	1,300	7.40%	Second
M-21-B	US 350 ML over LONE TREE ARROYO	1937	Poor (Deck)	520	17.70%	Second
M-21-C	US 350 ML over HOE RANCH ARROYO	1937	Poor (Deck)	520	17.70%	Second
M-21-J	US 350 ML over DRAW	1937	Poor (Superstructure)	530	18.00%	Top
M-22-U	US 350 ML over OTERO DITCH	1935	Poor (Deck)	580	7.00%	Second
M-22-Y	US 350 ML over DRAW	1935	Poor (Superstructure)	530	18.00%	Top
N-21-C	US 350 ML over DRAW	1936	Poor (Substructure)	530	18.00%	Second
N-21-F	US 350 ML over SHEEP CANYON ARROYO	1937	Poor (Deck)	520	17.70%	Second

\* Currently fair condition but qualifies as BE eligible under legacy criteria.

The project is being funded with \$10,345,960 in remaining CHBP grant funds and \$43,872,040 in FASTER funds.

**R2B2 (CBC) Grant Various Counties**  
(Old Various) (New Not Assigned Yet) (SAP Project # 23558/1000...)  
*Budget Components by Phase, Funding Program, Fiscal Year*

Phase of Work	Funding Program	Current Budget	BE Supplement Action					Revised Budget	Expended To-Date
			Year of Budget				Total Request		
			FY 2021	FY 2022	FY 2023	FY 2024			
Design	FHWA	\$ 2,129,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,129,040	\$ 1,676,215
	FASTER Bridge Funds	\$ 532,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 532,260	\$ 419,054
	<b>Total Design</b>	<b>\$ 2,661,300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,661,300</b>	<b>\$ 2,095,269</b>
Construction	FHWA	\$ -	\$ 10,345,960	\$ -	\$ -	\$ -	\$ 10,345,960	\$ 10,345,960	\$ -
	FASTER Bridge Funds	\$ -	\$ 22,454,040	\$ -	\$ 12,200,000	\$ 9,218,000	\$ 43,872,040	\$ 43,872,040	\$ -
	<b>Total Construction</b>	<b>\$ -</b>	<b>\$ 32,800,000</b>	<b>\$ -</b>	<b>\$ 12,200,000</b>	<b>\$ 9,218,000</b>	<b>\$ 54,218,000</b>	<b>\$ 54,218,000</b>	<b>\$ -</b>
<b>Total Project Budget &amp; Expenditure</b>		<b>\$ 2,661,300</b>	<b>\$ 32,800,000</b>	<b>\$ -</b>	<b>\$ 12,200,000</b>	<b>\$ 9,218,000</b>	<b>\$ 54,218,000</b>	<b>\$ 56,879,300</b>	<b>\$ 2,095,269</b>
			Year of Expenditure				Total Request		
			FY 2021	FY 2022	FY 2023	FY 2024			
				\$ 10,831,400	\$ 21,662,802	\$ 21,723,798	\$ 54,218,000		

The second budget supplement is for three BE eligible structures that were not part of the grant application but have been combined in the R2B2 project to achieve economies of scale. All three structures are in the top tier of the January 2021 BE Prioritization Plan.

Original Bridge ID	Route and Crossing	Year Built	Condition Rating	AADT	Truck Traffic	BE Prioritization Tier
I-13-H	US 24 over DRAW	1937	Poor (Superstructure)	1,900	8.00%	Top
O-19-D	US 350 ML over LUNNING ARROYO	1937	Poor (Superstructure)	700	10.50%	Top
M-21-I	US 350 ML over DRAW	1935	Poor (Superstructure)	500	18.00%	Top



The non-grant project is funded with 100% FASTER funds of \$11,138,300.

R2B2 (CBC) Non-Grant Various Counties  
(Old Various) (New Not Assigned Yet) (SAP Project # 23559/1000...)  
*Budget Components by Phase, Funding Program, Fiscal Year*

Phase of Work	Funding Program	Current Budget	BE Supplement Action				Total Request	Revised Budget	Expended To-Date
			Year of Budget						
			FY 2021	FY 2022	FY 2023	FY 2024			
Design	<i>FASTER Bridge Funds</i>	\$ 532,260	\$ -	\$ -	\$ -	\$ -	\$ 532,260	\$ 419,054	
	<b>Total Design</b>	<b>\$ 532,260</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 532,260</b>	<b>\$ 419,054</b>	
Construction	<i>FASTER Bridge Funds</i>	\$ -	\$ 9,260,000	\$ -	\$ 1,878,300	\$ -	\$ 11,138,300	\$ 11,138,300	
	<b>Total Construction</b>	<b>\$ -</b>	<b>\$ 9,260,000</b>	<b>\$ -</b>	<b>\$ 1,878,300</b>	<b>\$ -</b>	<b>\$ 11,138,300</b>	<b>\$ -</b>	
<b>Total Project Budget &amp; Expenditure</b>		<b>\$ 532,260</b>	<b>\$ 9,260,000</b>	<b>\$ -</b>	<b>\$ 1,878,300</b>	<b>\$ -</b>	<b>\$ 11,138,300</b>	<b>\$ 11,670,560</b>	
			Year of Expenditure				Total Request		
			FY 2021	FY 2022	FY 2023	FY 2024			
				\$ 2,276,660	\$ 4,533,321	\$ 4,328,319	<b>\$ 11,138,300</b>		

There are two additional structures that will be included in the Request for Proposal (RFP) as Additional Requested Elements (AREs). The decision to advance these structures to the construction phase is contingent on the contractor’s proposed cost and funding availability. Staff will return to the Board to provide request additional funding to advance these structures if necessary.

Original Bridge ID	Route and Crossing	Year Built	Condition Rating	AADT	Truck Traffic	BE Prioritization Tier
I-17-X	US 24 SERVICE RD over FOUNTAIN CREEK SR	1965	Poor (Culvert)	28,000	3.60%	Second
P-19-G Minor	SH 239 ML over CANAL	1932	Poor (Deck)	400	3.40%	Third

**Next Steps**

- Region 2 will prepare for the release of the R2B2 project Draft RFP and Final FRP in May 2021 and June 2021, respectively.

**Attachment:**

Attachment A: Proposed Resolution #BE-21-4-2.





MEMORANDUM

TO: THE TRANSPORTATION COMMISSION  
 FROM: JEFF SUDMEIER, CDOT CHIEF FINANCIAL OFFICER  
 DATE: APRIL 15, 2021  
 SUBJECT: MONTHLY CASH BALANCE UPDATE

Purpose

To provide an update on cash management, including forecasts of monthly revenues, expenditures, and cash balances in Fund 400, the State Highway Fund.

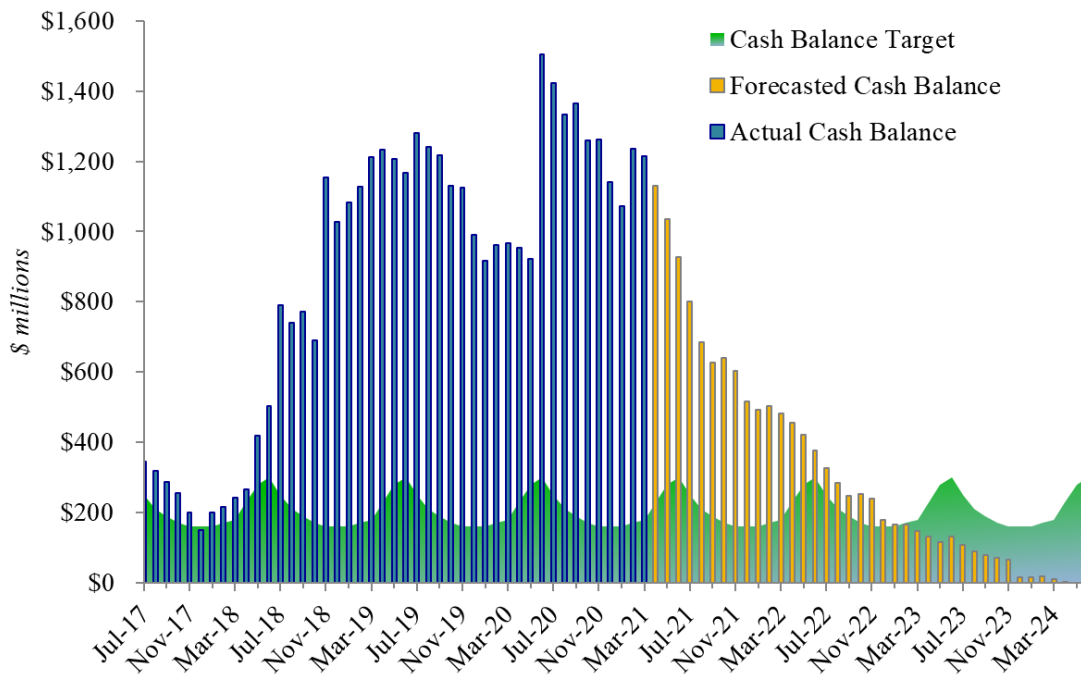
Action

No action is requested or required at this time.

Background

Figure 1 below depicts the forecast of the closing Fund 400 cash balance in each month, as compared to the targeted minimum cash balance for that month (green shaded area). The targeted minimum cash balances reflect the Transportation Commission’s directive (Policy Directive #703) to limit the risk of a cash overdraft at the end of a month to, at most, a probability of 1/1,000 (1 month of 1,000 months ending with a cash overdraft).

*Figure 1 – Fund 400 Cash Forecast*





### Summary

Due to the events in response to the global COVID-19 pandemic, including the statewide stay-at-home order in early 2020 and evolving public health order restrictions thereafter, the Department anticipated a significant immediate impact to revenue collections, followed by a longer downturn. Reduced motor fuel tax collections, due to decreased travel, along with corresponding reductions in other sources, has negatively impacted the short-term revenue and associated cash forecast. The initial forecast at the start of the economic disruption estimated a loss of approximately \$50 million between March 2020 and February 2021. Between March 2020 and December 2020, motor fuel collections are about \$52 million less than the same time frame last year.

Based upon motor fuel sales collection data over the last six months and VMT levels stabilizing slightly below historic norms, the current forecast now assumes a 5% reduction of pre-pandemic monthly gross gallons of gasoline consumed from March through December 2021. At the same time, gross gallons of diesel sales have outperformed 2019 levels since last September, and so the current forecast assumes a 3% monthly increase relative to pre-pandemic consumption from January through June 2021.

The forecast continues to reflect the Department's anticipated cash balance based on the current budget allocation plan and associated planned project expenditures. As the COVID-19 pandemic continues to unfold and more data and information become available, staff will closely monitor the impact to the Department's revenue stream, update the cash forecast, and regularly inform the Transportation Commission.

The projected closing cash balance in March 2021 (some final figures were unavailable at the time of writing on April 6th) was \$1.22 billion; \$1.04 billion above that month's cash balance target of \$180 million. The large cash balance results from the additional revenues listed below.

### Cash Revenues

The forecast of revenues and capital proceeds includes:

Senate Bill 17-267: \$425 million in November 2018, \$560 million in June 2020, and then \$0 thereafter.

Senate Bill 18-001: \$346.5 million in July 2018, and \$105 million in July 2019.

Senate Bill 19-262: \$60 million in July 2019.

The forecast does not include \$500 million of revenues in each of FY21 and FY22 from SB 17-267 COP proceeds. Forecasts include the transit portion of all SB 17-267 COP proceeds, and the portions of projects that are to be funded from these sources. Cash balances will be drawn down closer to the target balances over the course of fiscal years 2021, 2022, and 2023 as projects funded with SB 18-001, SB 17-267, and SB 19-262 progress through construction.

March's closing cash balance is \$45 million higher than February's forecast of that balance due to higher than expected federal reimbursements and lower than expected construction expenditures.





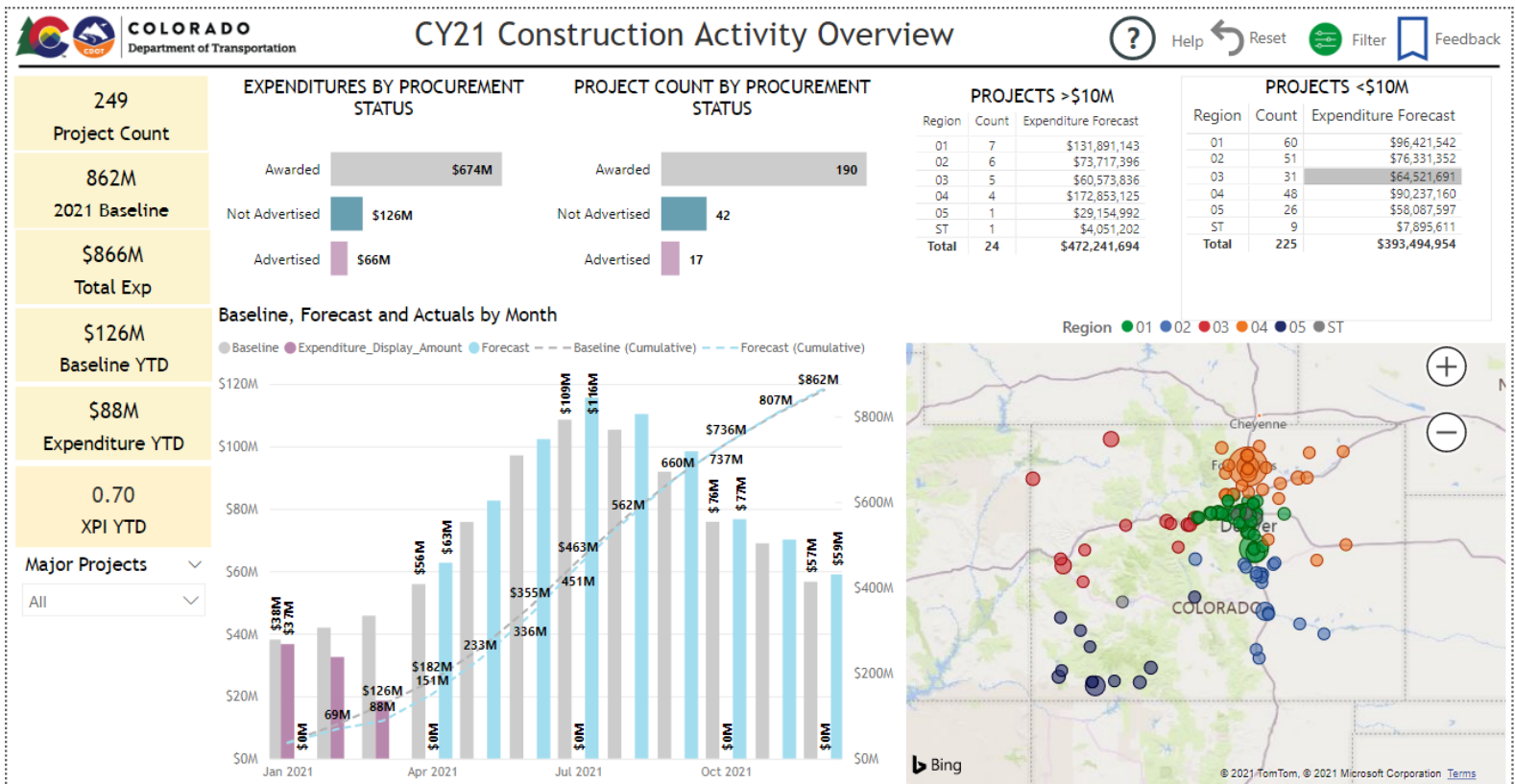
Cash Payments to Construction Contractors

The current forecast of payments to construction contractors under state contracts (grants paid out under inter-government agreements for construction are accounted for elsewhere in the expenditure forecast) from Fund 400 is shown in Figure 2 below.

*Figure 2 – Forecasted Payments - Existing and New Construction Contracts*

\$ millions	CY 2017 (actual)	CY 2018 (actual)	CY 2019 (actual)	CY 2020 (actual)	CY 2021 (forecast)	CY 2022 (forecast)	CY 2023 (forecast)	CY 2024 (forecast)
Expenditures	\$642	\$578	\$669	\$774	\$838	\$767	\$513	\$426

The graph below details CY21 baseline, forecast, and actual expenditures (based on March month end SAP data). Results to date correlate with an XPI of .70 (actual expenditures vs. baseline); listing of number of projects planned to incur construction expenditures in CY21; listing of CY21 baseline and project count by procurement status (awarded, not advertised and advertised); and count of projects by region that have CY21 forecast greater than \$10 million dollars and less than \$10 million dollars.





MEMORANDUM

TO: THE TRANSPORTATION COMMISSION  
FROM: JEFF SUDMEIER, CHIEF FINANCIAL OFFICER  
DATE: APRIL 15, 2021  
SUBJECT: FY 2020-21 Q3 ANNUAL REVENUE FORECAST INFORMATION UPDATE

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**Purpose**

To provide an update to the annual Highway User Tax Fund (HUTF) forecast for the current FY 2020-21 Annual Budget and the proposed FY 2021-22 Annual Budget.

**Action**

This is for information purposes only. No action is requested or required by the Transportation Commission regarding this item.

**Background**

The Office of Financial Management and Budget (OFMB) maintains an annual revenue model that is used to guide CDOT's budget-setting process. OFMB's revenue team updates the model each quarter to monitor the course of a current year's fiscal performance, as well as inform the budget for future out-years. Some of the data used by the model includes, but is not limited to:

- National economic performance indicators, such as the year-over-year percent change in real U.S. GDP growth.
- State population and demographic data, annual vehicle miles traveled (VMT) in Colorado, and the historical performance of the state's HUTF.
- Bureau of Labor Statistics & Bureau of Economic Analysis data, such as historical and forecasted year-over-year percent changes in personal income and the consumer price index.
- The forecasted and aggregated annual interest rates on new car loans, and future retail gasoline prices from the Energy Information Administration.
- Estimated vehicle costs, including federal or state rebates for certain vehicles, as well vehicle fuel efficiency, and annual vehicle scrapage rates.

The model also includes federally or state-appropriated funding from grants or other sources, such as the Federal Highway Administration and Federal Transit Administration (FHWA & FTA), and the National Highway Traffic Safety Administration (NHTSA).

The outputs from this model are used to develop the Annual Budget Revenue Allocation Plan (i.e. the Budget One-sheet). During the annual budget development process, CDOT staff reconcile annual projected revenues with the expenditure requests from all of the Department's divisions and executive management and update the Revenue Allocation Plan as decisions are made. Staff provides draft and final versions of the Revenue Allocation Plan for formal review and approval by the Transportation Commission, which then becomes CDOT's official budget for the next fiscal year.

**Summary**

More than a year since measures were first implemented to stem the spread of the COVID-19 pandemic and vehicle miles traveled (VMT) in Colorado dropped almost 45% during the month of April alone, there still remains considerable uncertainty about the future of traffic patterns in both the short-term and over the course of the next few years. Colorado has collected about 48.9% of the revised amount that OFMB forecasted in September 2020. For context, the state had achieved about 51.4% of the full FY 2018-19 amount collected during the same span of time through December 2018, indicating that VMT and fuel



sales have not recovered as quickly as initially anticipated. Similarly, monthly VMT comparisons produced by the Division of Transportation Development (DTD) to assess the change in traffic patterns since the start of the disruption have been lower than expected for December 2020 and January 2021 at 11.3% and 14.0% below 2019 & 2020 levels, respectively, when previously assumed to be averaging around 7% below.

OFMB projected during the September 2020 update that VMT would recover by about 4.0% in FY 2020-21, however, actual VMT growth will most likely be closer to 1.6%, with a stronger rebound now anticipated in FY 2021-22 with 4.2% VMT growth. This may result in a potential shortfall of (\$8.0) million against the current FY 2020-21 approved budget, but may also result in a \$1.4 million increase to the recently TC approved budget for FY 2021-22. The combined total shortfall between the two years is estimated at about (\$6.6) million. The projection for FY 2022-23 appears more favorable than the prior forecast by about \$4.0 million.

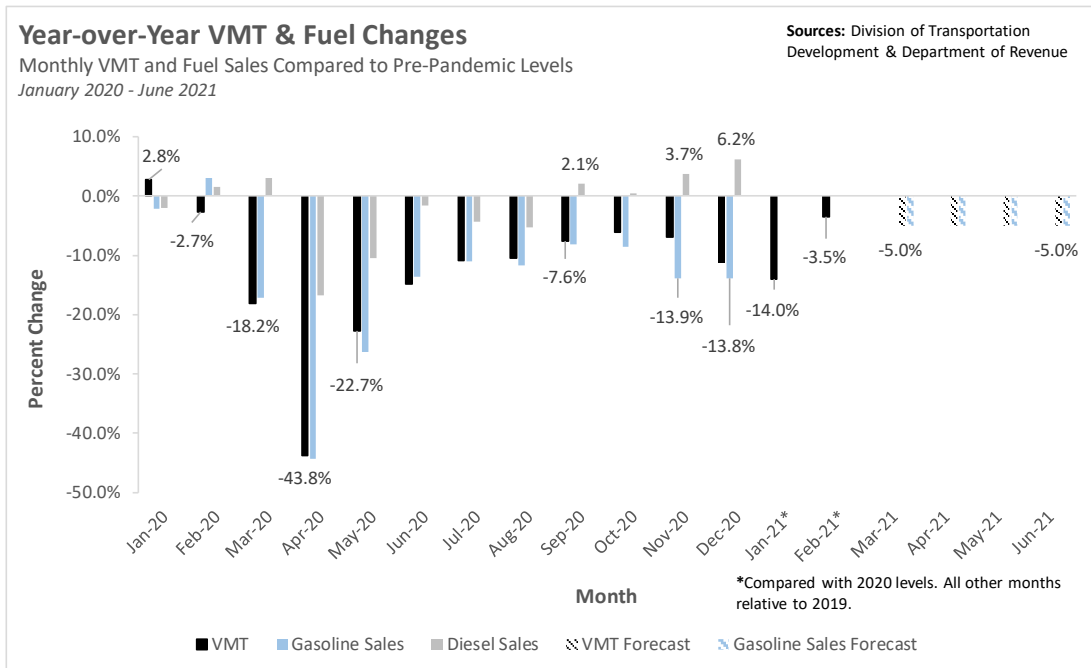
**Updates to Revenue Projections through FY 2022-23**

**Figure 1 - Budget & Forecast of Annual HUTF Revenue**  
 CDOT HUTF Distribution (In millions \$)

	Revised		vs. Original		Forecast		vs. Revised		Forecast		vs. Revised	
	Original	FY 21 Q1	Difference	% Change	FY 21 Q2	Difference	% Change	FY 21 Q3	Difference	% Change		
<b>FY 2020-21 Budget</b>	\$587.0	\$549.4	(\$37.6)	-6.4%	\$546.1	(\$3.3)	-0.6%	\$541.4	(\$8.0)	-1.5%		
<b>FY 2021-22 Budget</b>	\$592.5	\$546.8	(\$45.6)	-7.7%	\$542.9	(\$3.9)	-0.7%	\$548.2	\$1.4	0.3%		
<b>FY 2021-23 Forecast</b>	\$596.2	\$543.9	(\$52.3)	-8.8%	\$540.0	(\$3.9)	-0.7%	\$544.0	\$0.1	0.0%		

Figure 1 provides a comparison of the “original” pre-pandemic forecasted amounts for FY 2020-21 through FY 2021-23, with updated quarterly forecasts. Figure 2 illustrates data from the Department of Revenue (DOR) for gross gallons of gasoline sold for CY 2020, now including October, November, and December sales, which were lower by 8.6%, 13.9%, and 13.8%, respectively, compared with the same months in 2019. However, while gasoline sales continue to perform below pre-pandemic levels, gross gallons of diesel sold has been exceeding monthly 2019 amounts on average by about 3.0% since last September and largely trending upwards through the end of 2020, with December 6.2% higher than a year ago.

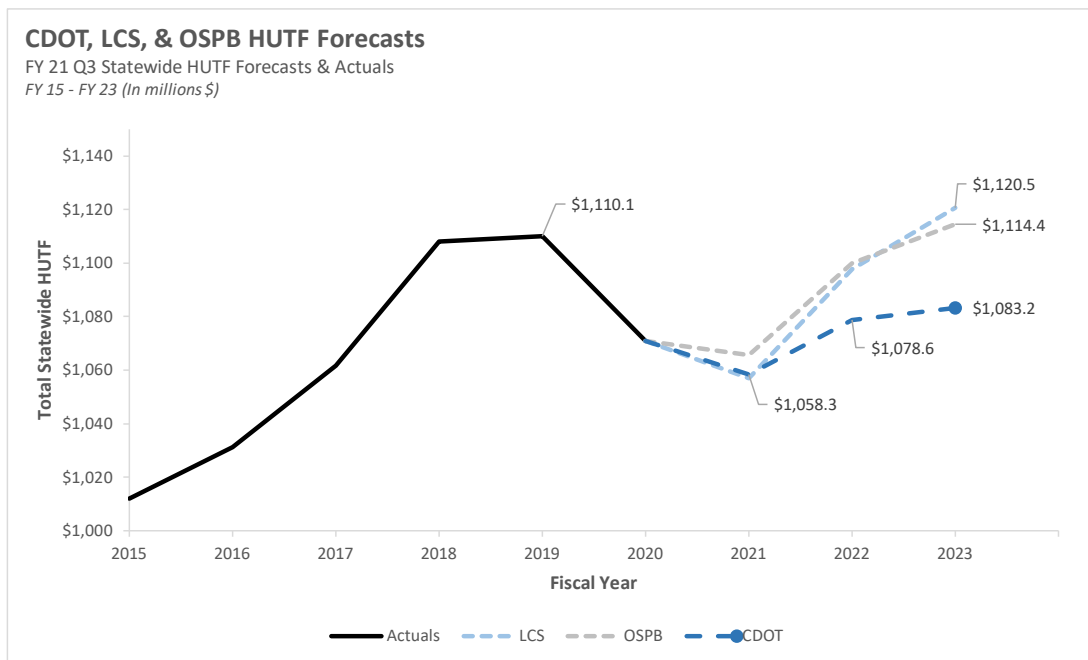
**Figure 2 - VMT & Fuel**



Whereas OFMB in prior years used the same projected annual VMT to forecast both gasoline and diesel, the increasingly diverging trend between the sales of the two fuel types appears indicative of heavy-duty trucks shipping more supplies for purchasing and consumption, while demand for gasoline by light-duty passenger vehicles remains weakened because of reduced travel and commuting. Therefore, OFMB has produced a forecast specific to diesel in FY 2020-21 alone that assumes the remaining six months of the fiscal year will witness gross sales of diesel continuing to average 3.0% above the same months in 2019, which translates into a projected annual growth in VMT for diesel-powered vehicles at 3.9%

At the same time, total monthly VMT for February experienced a significant improvement from January, at 3.5% and 14.3% below the same months in 2020, respectively, suggesting the range of variability still present at this time. With this new data in mind, OFMB has adjusted its forecast so that gasoline sales will average 5.0% below 2019 levels starting in March and continuing to last through at least December 2021. The result brings the total annual VMT change for gasoline in FY 2020-21, FY 2021-22, & FY 2022-23 to 1.60%, 4.20%, and 1.36%, respectively, continuing at relatively similar levels as FY 2022-23 thereafter due to longer-lasting changes in traffic patterns, such as persistent trends in telecommuting beyond the pandemic that will continue to impact fuel sales for some time.

**Figure 3 - Statewide Forecasts**



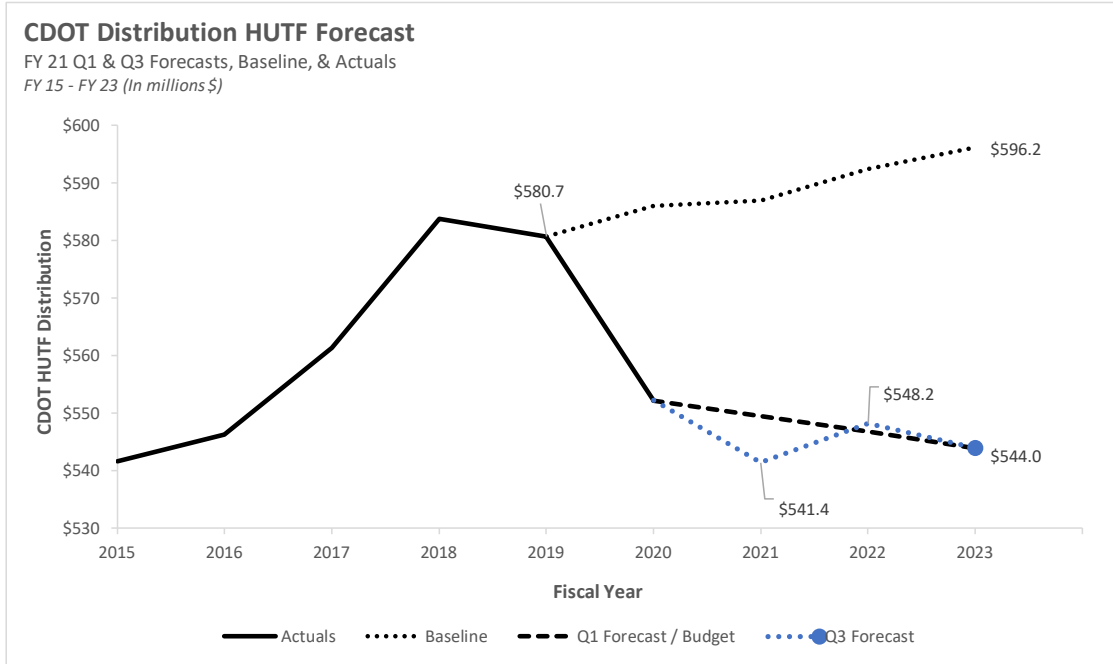
As illustrated in Figure 3, the latest quarterly statewide HUTF forecasts from the Office of State Planning and Budget (OSPB) and Legislative Council Staff (LCS) have also both resulted in similar downward projections in total revenues for FY 2020-21 at \$7.3 million more and \$1.3 million less, respectively, than OFMB’s latest projection of \$1,058 million. The forecasts diverge again in FY 2021-22, due to the level of rebound expected from motor fuel receipts. OSPB forecasts an increase in 3.9% in total fuel tax collections relative to FY 2020-21, and LCS projects a 5.5% increase, while OFMB expects growth of about 2.3% next fiscal year.







**Figure 4 - CDOT Distribution**



**Update to FY 2020-21 & FY 2021-22 Budget**

At this time, staff does not believe the changes to revenue projections are substantial enough to warrant modifications to the allocations for the FY 2020-21 budget or the FY 2021-22 proposed budget. The update for FY 2020-21 represents a 1.5% drop in revenue versus the revised budget, and a 0.3% increase in FY 2021-22 relative to the budget recently approved by the TC. Staff will also wait until the next quarterly update before determining the official revenue forecast to begin building the FY 2022-23 budget. OFMB will continue monitoring the state’s HUTF revenues in the meantime, review its forecast again as more data and information become available, and return to the Transportation Commission in August with recommendations on whether more changes are needed.

