

RESOLUTION 2013-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ADOPTING THE STATE HIGHWAY 82 ACCESS CONTROL PLAN.

WHEREAS, the State Highway 82 corridor is an important transportation resource for Western Slope communities; and

WHEREAS, the State's current Access Code applies to all access points on Highway 82; and

WHEREAS, the Development of an Access Control Plan is a roadway operations element contained within the Corridor Optimization Plan for managing traffic on Highway 82 and the Corridor Optimization Plan has been approved by the State and the City; and

WHEREAS, the City of Glenwood Springs, Garfield County, and the Colorado Department of Transportation identified a need to develop an Access Control Plan (ACP) for the section of the State Highway 82 Grand Avenue/Glen Avenue corridor between Interstate 70 (RP 0.000) and the private access to Orrison Distributing, Inc. (RP 4.800); and

WHEREAS, the agencies contracted with an engineering consulting firm to conduct a study and develop a comprehensive roadway access control plan to manage existing and future access points. The goal of the plan is to provide appropriate access to the highway while maintaining the safety and efficiency of the facility; and

WHEREAS, the purpose of the ACP is to provide for greater safety of the traveling public, more efficient highway operations, and to bring the corridor into compliance with the assigned access category in the State Access Code; and

WHEREAS, having a formalized ACP will allow for the control of future demands for access along State Highway 82. The adopted plan will provide landowners who develop their property adjacent to the highway with a predictable, known location, configuration, and conditions for their access; and

WHEREAS, adoption of an Intergovernmental Agreement with the State for an Access Control Plan allows the City to be involved to help determine the access points within the City; and

WHEREAS, the City Council conducted five (5) public hearings, after notice, to discuss adoption of the ACP, to receive public comment on the ACP, and public comment was considered in the adoption process, and

WHEREAS, the City Council has no intention to exercise eminent domain to acquire property to realign North Hyland Park Drive and Park Drive intersections at Grand Avenue.

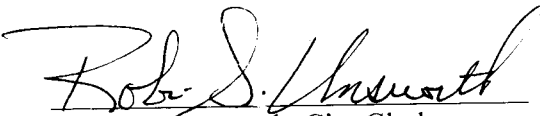
NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

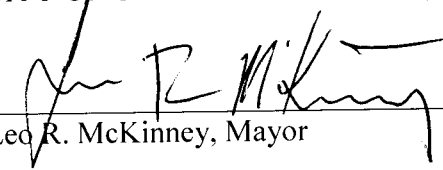
The City Council of the City of Glenwood Springs hereby authorizes the Mayor or Mayor Pro Tem to sign the Intergovernmental Agreement which adopts the State Highway 82 Access Control Plan, attached hereto and incorporated herein as Exhibit A.

INTRODUCED, READ AND PASSED THIS 6th DAY OF JUNE,
2013.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:


Robin S. Unsworth, City Clerk


Leo R. McKinney, Mayor

**INTERGOVERNMENTAL AGREEMENT
AMONG
THE CITY OF GLENWOOD SPRINGS,
THE COUNTY OF GARFIELD,
AND
THE STATE OF COLORADO
DEPARTMENT OF TRANSPORTATION**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into effective as the date defined below by and among the City of Glenwood Springs and the County of Garfield (hereinafter referred to collectively as the "City and County"), and the State of Colorado, Department of Transportation (hereinafter referred to as the "Department"), said parties being referred to collectively herein as the "Agencies."

RECITALS:

WHEREAS, The Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

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

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

WHEREAS, The Agencies desire to provide for the coordinated regulation of vehicular access for the section of State Highway 82, Grand Avenue/Glen Avenue between Interstate 70 (RP 0.000) and the private access to Orrison Distributing, Inc. (RP 4.800) (hereinafter referred to as the "Segment"), which is within the jurisdiction of the Agencies; and

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

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

WHEREAS, The development of this Access Control Plan adheres to the requirements of the Access Code, Section 2.12.

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

1. The Access Control Plan dated, 2013 for the Segment (hereinafter referred to as the "Access Control Plan") is attached hereto as Exhibit A and incorporated herein.
2. The Agencies shall regulate access to the Segment in compliance with the Access Control Plan, the Highway Access Law, section 43-2-147, C.R.S., (the "Access Law") and the applicable sections of the Access Code. Vehicular access to the Segment shall be permitted when such access is in compliance with the Access Control Plan, the Access Law and the applicable sections of the Access Code.
3. Accesses that were in existence in compliance with the Access Law prior to the effective date of this Agreement may continue in existence until such time as a change in the access is required by the Access Control Plan or in the course of highway reconstruction. When closure, modification, or relocation of access is necessary or required, the Agency(ies) having jurisdiction shall utilize appropriate legal process to effect such action.
4. Actions taken by any Agency with regard to transportation planning and traffic operations within the areas described in the Access Control Plan shall be in conformity with this Agreement. Per Section 2.12 (3) of the Access Code, design waivers may be approved if agreed upon by the Agencies.
5. Upon official action by the State Transportation Commission to remove any portion of the Segment from the State Highway system, the removed portion of the Segment will also be removed from the Access Control Plan and will not be subject to the requirements of the Access Control Plan and this Agreement.
6. Parcels of real property created after the effective date of this Agreement that adjoin the Segment shall not be provided with direct access to the Segment unless the location, use and design thereof conform to the provisions of this Agreement.

7. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating vehicular access to the segments. This agreement may be amended or terminated only in writing executed by the Agencies with express authorization from their respective governing bodies or legally designated officials. To the extent the Access Control Plan, attached as Exhibit A to this Agreement, is modified by a change, closure, relocation, consolidation or addition of an access, the Agencies may amend the attached Exhibit A so long as the amendment to the Access Control Plan is executed in writing and amended in accord with the Access Law and Access Code. The Access Control Plan Amendment Process has been included in Exhibit B. This Agreement is based upon and is intended to be consistent with the Access Law and the Access Code as now or hereafter constituted. An amendment to either the Access Law or the Access Code that becomes effective after the effective date of this Agreement and that conflicts irreconcilably with an express provision of this Agreement may be grounds for revision of this Agreement.
8. This Agreement does not create any current financial obligation for either Agency. Any future financial obligation of either Agency shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, however, notwithstanding any provision of this Agreement, neither Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director. All financial obligations of the Agencies hereunder shall be contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available as provided by law.
9. Should any one or more sections or provisions of this Agreement be judicially determined to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.
10. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies and constitutes the whole agreement between them with respect to the subject matter of this instrument. No additional or different oral representation, promise or agreement shall be binding on either Agency. This Agreement may be amended or terminated only in writing executed by the Agencies on express authorization from their respective governing bodies or legally designated officials.
11. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

12. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.
13. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
14. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one original Agreement. Facsimile signature shall be as effective as an original signature.
15. Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

**“EXHIBIT – A”
STATE HIGHWAY 82
ACCESS CONTROL PLAN
(RP 0.000 – RP 4.800)
_____ (date)**

**City of Glenwood Springs, Garfield County, and the State of Colorado Department of
Transportation**

I. PURPOSE

The purpose of this Access Control Plan (ACP) is to provide the Agencies with a comprehensive roadway access control plan for the pertinent segment of State Highway 82 between I-70 (RP 0.000) and the private access to Orrison Distributing, Inc. (RP 4.800).

II. AUTHORITY

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

III. RESPONSIBILITIES

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

IV. EXISTING AND FUTURE ACCESS

- A. The attached table provides a listing of each existing and future access point in the Segment. For each access point the following information is provided: location, description of the current access status, and the future configuration or condition for change (Access Plan). All access points are defined by the approximate Department reference point (in thousandths of a mile) along State Highway 82 based on CDOT Highway Segment Description Milepost for Eastbound I-70 Ramps at SH 82 RP 0.000. A station equation at the intersection of Pine St./6th St. (RP 0.208 West=RP 0.176 East) resets the reference points for SH 82 to the east to match CDOT Highway Segment Descriptions. A second station equation at the intersection of Park Dr. (south) (RP 1.337 West=RP 1.153 East) resets the reference points for SH 82 to the east to match CDOT Highway Segment Descriptions. Overlapping reference points are denoted by “W” for west or “E” for east to distinguish which side of the station equation point is referenced. All access points are located at the approximate centerline of the access (+/- 50 feet unless otherwise noted in the Access Control Plan and associated tables.
- B. All highway design and construction will be based on the assumption that the Segments will have a sufficient cross section to accommodate all travel lanes and sufficient right-of-way to accommodate longitudinal installation of utilities.

V. ACCESS MODIFICATION

Any proposed access modification including but not limited to an addition must be in compliance with this Agreement and the current Access Code design standards unless the Agency or Agencies having jurisdiction approves a design waiver under the waiver subsection of the Code. Any access described in this section, which requires changes or closure as part of this Agreement or if significant public safety concerns develop, including but not limited to, when traffic operations have deteriorated, a documented accident history pattern has occurred, or when consistent complaints are received, may be closed, relocated, or consolidated, or turning movements may be restricted, or the access may be brought into conformance with this Access Control Plan, when a formal written request documenting reasons for the change is presented by the Agency(ies) having jurisdiction, with Department concurrence, or in the opinion of the Department, any of the following conditions occur:

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

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