

O-2023-39

AN ORDINANCE

AN ORDINANCE ACCEPTING THE DEVOLUTION OF CERTAIN PROPERTY FROM THE COLORADO DEPARTMENT OF TRANSPORTATION TO THE CITY OF LAKEWOOD AND APPROVING AN INTERGOVERNMENTAL AGREEMENT TO EFFECT SUCH PROPERTY DEVOLUTION

WHEREAS, the Colorado Department of Transportation (CDOT) owns real property (0.49 miles) identified as U.S. Highway 6 North Frontage Road, as shown in Exhibit A attached hereto;

WHEREAS, the Code of Federal Regulations 23.620.203(c)(3) allows CDOT to relinquish portions of unneeded frontage roads;

WHEREAS, C.R.S. § 43-2-106(1)(a) authorizes the Transportation Commission to determine that all or a portion of a state highway no longer functions as a part of the state highway system, and, with the agreement of each affected county or municipality, the state highway (or portion thereof) may be abandoned;

WHEREAS, C.R.S. § 43-1-106(1)(a) further states that the abandoned state highway (or portion thereof) shall become a city street upon adoption of an ordinance to that effect by the governing body of the affected municipality;

WHEREAS, the Transportation Commission approved a Resolution abandoning the U.S. Highway 6 North Frontage Road on August 16, 2023, a copy of which is attached as Exhibit B;

WHEREAS, the City of Lakewood and CDOT have agreed on the terms of this devolution via an Intergovernmental Agreement (IGA), an unsigned copy of which is attached as Exhibit C;

WHEREAS, the IGA contemplates a one-time payment to the City of Lakewood of four hundred eighty-five thousand two hundred and fifty-nine dollars (\$485,259.00) in exchange for the City of Lakewood accepting the street for access control and all associated maintenance; and

WHEREAS, approval of this ordinance on first reading does not constitute a representation that the City Council, or any member of the City Council, supports, approves, rejects or denies the proposal.

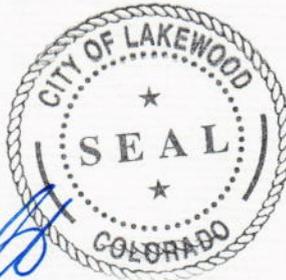
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lakewood, Colorado, that:

SECTION 1. The City of Lakewood is willing to accept the U.S. Highway 6 North Frontage Road as more particularly described in Exhibit A, in exchange for a one-time devolution payment of \$485,259.00 from CDOT.

SECTION 2. This ordinance shall take effect thirty (30) days after final publication.

SECTION 3. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or application of this Ordinance are not determined by the court to be inoperable.

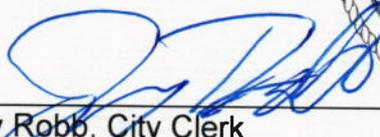
I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 11th day of September 2023; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 14th day of September, 2023; set for public hearing to be held on the 25th day of September, 2023, read, finally passed and adopted by the City Council on the 25th day of September, 2023 and, signed by the Mayor on the 26th day of September, 2023.





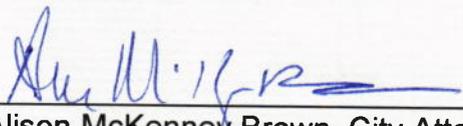
Adam Paul, Mayor

ATTEST:



Jay Robb, City Clerk

APPROVED AS TO FORM:



Alison McKenney Brown, City Attorney

EXHIBIT A
Description

COLORADO DEPARTMENT OF TRANSPORTATION
ABANDONMENT – PART OF WEST 6TH AVENUE NORTH FRONTAGE ROAD
ELDRIDGE STREET (MM 276.85 +/-) TO ALKIRE STREET (MM 277.34 +/-)
JEFFERSON COUNTY, COLORADO

A portion of highway frontage road right-of-way of the Department of Transportation, State of Colorado, known as U.S. Highway No. 6, located in the Southeast Quarter of Section 6, Township 4 South, Range 69 West of the 6th Principal Meridian, in Jefferson County, Colorado, described as follows:

That portion of U.S. Highway No. 6 northerly frontage road, as it currently exists, beginning at the centerline of Eldridge Street (MM 276.85 +/-), running easterly and terminating at the approximate easterly right-of-way line of Alkire Street (MM 277.34 +/-).

The limits of this abandonment are generally described and bounded as follows:

The northerly line of said roadway to be abandoned, is the existing northerly right-of-way line of U.S. Highway No. 6.

The southerly line of said roadway to be abandoned, lies in the common roadside ditch between the U.S. Highway No. 6 westbound edge of paving and the frontage road southerly edge of paving.

This roadway strip of land is generally 67 feet wide at Eldridge Street, and 48.5 feet wide at Alkire Street. The overall length of said strip is 2,580 feet +/- in length.

The above description is intended to give up all of CDOT's interest in the frontage road with the above-described locations.

EXHIBIT B
Resolution of the Transportation Commission

Proposed Resolution #3

Disposal: Abandonment US 6 North Frontage Road, Eldridge St. to Alkire St., Lakewood

Approved by the Transportation Commission on August 16, 2023.

WHEREAS, CDOT owns 0.49 linear miles of roadway in the City of Lakewood, identified as U.S. Highway 6 North Frontage Road; and

WHEREAS, that portion of U.S. Highway 6 North Frontage Road is located between Eldridge St. (MM 276.85) to Alkire St. (377.34); and

WHEREAS, Region 1 has determined that abandoning this portion of roadway would be in the best interest of Colorado taxpayers;

WHEREAS, Region 1 has completed an environmental clearance (Categorical Exclusion, Form 128) as required for the devolution of state highways;

WHEREAS, Colorado Revised Statute 43-2-106 (1)(a) provides that the Transportation Commission may determine that a State Highway, or portion thereof, no longer functions as a state highway, and with the agreement of each affected county or municipality, the state highway, or portion thereof, can be abandoned to the affected county or municipality; and

WHEREAS, the Code of Federal Regulations 23.620.203(c)(3) allows CDOT to relinquish portions of unneeded frontage roads; and

WHEREAS, the governing body of the City of Lakewood shall adopt a resolution agreeing to the State's abandonment of the portion of U.S. Highway 6 North Frontage Road and agreeing that said roadway segment no longer serves the ongoing purposes of the State Highway system; committing the City of Lakewood to assume ownership of said highway segment in the "as is" condition;

WHEREAS, the Chief Engineer, the Department of Transportation, and the Executive Director are authorized pursuant to CRS 43-2-106, to make determinations regarding abandonment of State Highway(s) to affected county(ies) or municipality(ies);

WHEREAS, the Transportation Commission concurs with the Chief Engineer that this portion of U.S. Highway 6 North Frontage Road is no longer needed for State Highway purposes;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the CRS 43-2-106, the Department of Transportation be given authority to declare that portion of U.S. Highway 6 North Frontage Road abandoned, as shown in Exhibit A.

Herman Stockinger, Secretary
Transportation Commission of Colorado

Date

Exhibit C
Intergovernmental Agreement

**US 6 North Frontage Rd. –
Abandonment CDOT Portion Eldridge
St. to Alkire St. Region # 1 (DM),
Project - C 0063-072 (25033)**

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2023, by and between the STATE OF COLORADO for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, 2829 W. Howard Place, Denver, Colorado (hereinafter referred to as the “State” or “CDOT”), and the CITY OF LAKEWOOD, a Colorado home rule municipal corporation whose principal business address is 480 S. Allison Parkway, Lakewood, Colorado, 80226, CDOT Vendor #2000005 (hereinafter referred to as the “City” or the “Local Agency”). The “State” and “City” shall hereinafter be referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available by the State and a sufficient uncommitted balance thereof remains available for payment of project and “City” costs in Fund Number [400], Function [3403], GL Acct [4541000030], WBS Element [25033.10.50], and Cost Center [N/A]. Total Encumbrance Amount: [\$485,259.00].

WHEREAS, Colorado Revised Statutes (“CRS”) §43-2-106 (1)(a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a part of the state highway system, and, with the agreement of each affected county or municipality, the state highway or portion thereof is abandoned. CRS §43-2-106 (1)(b) further provides that any county or municipality receiving a payment from CDOT as a result of CRS §43-2-106 (1)(a) shall credit the payment to a special fund to be used only for transportation- related expenditure.

WHEREAS, both Parties have received the required approvals, clearances and

completed coordination with appropriate agencies to allow for contributions to be made and a state highway, or portion thereof, to be abandoned.

WHEREAS, the execution of this Agreement is contingent upon approval by the State Transportation Commission.

WHEREAS, the City's Council has confirmed by Ordinance O-2023-39, attached hereto as **Exhibit E**, the City's interest in accepting the road after its abandonment by the CDOT Transportation Commission.

WHEREAS, the Parties desire to enter into this Agreement specifying the conditions of abandonment of the state highway, or portion thereof, by the State and acceptance of it by the City.

WHEREAS, the execution of this Agreement is contingent upon the abandonment of U.S. 6 North Frontage Road from 7th Avenue to Eldridge Street as a State Highway and as a City roadway; and disposal by CDOT and acceptance by one or more private parties of the improvements and real estate generally described as U.S. 6 North Frontage Road between 7th Avenue and Eldridge Street and more specifically described in **Exhibit F**;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of CRS §§ 29-1-203, 43-2-106, 43-1-110, 43-1-114, and 43-2-144, as amended, and pursuant to the Charter of the City of Lakewood and Lakewood Municipal Code Chapters 2.06, 2.08, and 3.04.

WHEREAS, this Agreement establishes the general provisions for and defines certain responsibilities regarding the State's abandonment to the City and acceptance by the City of the road as shown in **Exhibit A**, attached hereto, and described in **Exhibit C**, attached hereto, and reaffirms the abandonment of a state highway, or portion thereof.

NOW, THEREFORE, it is hereby agreed that:

I. COMMITMENTS ON THE PART OF THE STATE

1. By Resolution **#TC-23-08-03**, dated August 18, 2023, attached hereto as **Exhibit D**, the State has provided notice of the State's abandonment to the City of the road shown in **Exhibit A**, and described in **Exhibit C**, based on surveys by CDOT, within the City of Lakewood, Colorado.
2. Within ten (10) days after invoice from the Local Agency, the State shall make a one- time payment of **\$485,259.00** to the City, which will also be the maximum payable to the City under this Agreement, unless such amount is increased by an amendment to this Agreement, signed by both parties, and is executed before any increased cost is incurred. An uncontested amount not paid by the State shall bear interest after 45 days. That interest shall not accrue on the unpaid amount that is subject to a good faith dispute as outlined below.
3. The State shall relinquish maintenance duties and ownership of a state highway, or portion thereof, upon acceptance of the road by the City, which will occur upon completion of the recording of a Quit Claim Deed by CDOT (sample of the Quit Claim Deed attached hereto as **Exhibit B**) with the Clerk and Recorder's Office in the County in which the abandoned road, or the abandoned portion thereof, is located. The Quit Claim Deed shall provide that if the City ceases to use the road or a portion thereof for the purposes of a city street, title to the road or portion thereof shall revert to CDOT.
4. If applicable, the Quit Claim Deed shall provide that the State shall reserve unto the State and unto the State's successors and assigns, a perpetual easement for the installation, construction, operation, maintenance, repair and replacement of the State's Project No. N/A, Project Code N/A at US 6 North Frontage Road. If applicable, the perpetual Easement to be reserved by the State is legally described and graphically depicted on **N/A**.

II. COMMITMENTS ON THE PART OF THE LOCAL AGENCY

1. The City, by negotiating in good faith and with the authority provided in the Charter of the City of Lakewood and the Lakewood Municipal Code, indicated its intent to accept the road in as-is condition and make it a part of the City road system and accept sole responsibility for the road, including both minor and major maintenance. Pursuant to CRS §43-2-106, the City, by its Council, adopted Ordinance O-2023-39, **(Exhibit E)**, accepting the abandoned portions of the state highway, or portion thereof. The transfer of the road shall be completed following the execution of this Agreement by the Parties.
2. The City must present CDOT with an invoice in the amount of **\$485,259.00** before payment can be made.

III. GENERAL PROVISIONS

1. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written executed and approved modification pursuant to the State Fiscal Rules.
2. Each Party, to the extent authorized by law, shall be responsible for all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by such Party or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.
3. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

4. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, 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. It is expressly understood and agreed that the City or its employees, subcontractors, consultants, or assigns shall not in any respect be deemed an agent of the State.
6. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the State, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. Further, it is the express intention of the Parties that any person or entity other than the Parties that may receive services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
7. The City represents and warrants that it has taken all actions that are necessary or required by its procedures, municipal code, ordinances, or applicable law, to legally authorize the undersigned signatory to execute this Agreement on behalf of the City, and to bind the City to its terms.
8. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of an Exhibit which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void.

9. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise.
10. 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.
11. The signatories hereto aver that they are familiar with CRS §18-8-301, et seq. (Bribery and Corrupt Influences) and 18-8-401, et seq. (Abuse of Public Office), and that no violation of such provisions is present.
12. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.
13. The Parties hereby acknowledge that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signature pages may be executed via ink signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means. Further, the Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
14. This contract shall be effective upon approval of the State Controller. It shall terminate upon completion of the recording of a Quit Claim Deed by CDOT, unless performance is extended through amendment.

15. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505,

C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the

State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

IV. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

1. **STATUTORY APPROVAL.** §24-30-202(1), C.R.S. This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.
2. **FUND AVAILABILITY.** §24-30-202(5.5), C.R.S. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees,

bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW, JURISDICTION, AND VENUE.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the

interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

7. PROHIBITED TERMS. Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.
8. SOFTWARE PIRACY PROHIBITION. State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the

service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. **VENDOR OFFSET AND ERRONEOUS PAYMENTS.** §§24-30-202(1) and 24-30-202.4,

C.R.S. [Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39- 21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

<p align="center">LOCAL AGENCY CITY OF LAKEWOOD, COLORADO</p> <p>Name: <u>Kathleen E. Hodgson</u> NAME</p> <p>Title: <u>City Manager</u></p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, GOVERNOR</p> <p>By _____</p> <p align="center">Keith Stefanik, P.E. (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p align="center">Local Agency Attestation</p> <p>Name: <u>Jay R. Robb</u> (print name)</p> <p>Title: <u>City Clerk</u> (print title)</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By _____</p> <p align="center">Assistant Attorney General</p> <p>Date: _____</p>
<p>Local Agency Approved as to Legal Form</p> <p>Name: <u>Lauren Stanek</u> _____</p> <p align="center">(print name)</p> <p>Title: <u>Senior Assistant City Attorney</u> (print title)</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

**STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____ Colorado
Department of Transportation

Date: _____

EXHIBIT A
SCOPE OF WORK

Abandonment of a Portion of U.S. 6 North Frontage Road – Eldridge
St. to Alkire St. Project # C 0063-072
SubAccount #: 25033

The Colorado Department of Transportation "CDOT" is partnering with the City of Lakewood "Lakewood" whereas, Lakewood wishes to have U.S. 6 North Frontage Road abandoned as a State Highway by CDOT and accepted as a City roadway by Lakewood from Eldridge St. to Alkire St. CDOT will convey the above-mentioned portion of U.S. 6 North Frontage Road to Lakewood. In exchange for taking ownership of the portion of U.S. 6 North Frontage Road from Eldridge St. to Alkire St., Lakewood will receive \$485,259 of state only funds.

The right-of-way fence between U.S. 6th Ave. and the U.S. 6th Ave. North Frontage Road is on CDOT property, not included in the area to be abandoned, and will be owned and maintained by CDOT.

Vegetation between the CDOT U.S. 6th Ave. right-of-way fence and U.S. 6th Ave. North Frontage Rd., Eldridge St. to Alkire St, to be owned and maintained by the City of Lakewood.

COLORADO DEPARTMENT OF TRANSPORTATION
ABANDONMENT - PART OF WEST 6TH AVENUE NORTH FRONTAGE ROAD
ELDRIDGE STREET (MM 276.85+/-) TO ALKIRE STREET (MM 277.34+/-)
JEFFERSON COUNTY, COLORADO
DATE: MARCH 1, 2023

SECTION 6
TOWNSHIP 4 SOUTH
RANGE 69 WEST



ELDRIDGE ST.

7TH AVENUE

ALKIRE ST.

EXISTING NORTH RIGHT-OF-WAY LINE

Mile Marker No. 276.85 +/-

67' FROM EXISTING NORTH ROW
LINE (ABANDONMENT WIDTH
VARIES)

U.S. HIGHWAY NO. 6 (6TH AVENUE)

64.5' FROM EXISTING NORTH ROW
LINE (ABANDONMENT WIDTH VARIES)
SOUTHERLY LINE OF ABANDONMENT
(BOTTOM OF ROADSIDE DITCH)

SOUTHERLY LINE OF PARCEL 106 (92' FROM
EXISTING NORTH ROW LINE)

48.5' FROM EXISTING NORTH
ROW LINE (ABANDONMENT
WIDTH VARIES)

Mile Marker No. 277.34 +/-



EXHIBIT B

**SAMPLE QUITCLAIM
DEED**

THIS DEED is dated _____, and is made between the **DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO**, "Grantor", of the City and County of Denver and State of Colorado, and **CITY OF LAKEWOOD, COLORADO**, "Grantee," **A HOME RULE MUNICIPALITY**, whose legal address is **480 S. ALLISON PARKWAY, LAKEWOOD, COLORADO 80226** of the County of **JEFFERSON** and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of **FOUR HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED FIFTY NINE DOLLARS** and 0/100th, (**\$485,259.00**), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of **JEFFERSON** and State of Colorado, described as follows:

See attached Exhibit "C" dated **March 1, 2023** _____.

Project Number:
N/A Parcel
Number: N/A
Location: U.S. 6 North Frontage Road - Eldridge St. to Alkire St.

Subject to any and all easements of record and to any and all utilities as constructed and for their maintenance as necessary.

If the City of Lakewood ceases to use the road or a portion thereof for the purpose of a city street, title to the road or portion thereof shall revert to CDOT.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

ATTEST:

DEPARTMENT OF
TRANSPORTATION STATE
OF COLORADO

ANDREA GRINER
Chief Clerk for Property Management

KEITH STEFANIK, P.E.
Chief Engineer

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Andrea Griner, Chief Clerk for Property Management and Keith Stefanik, P.E. as Chief Engineer of the Department of Transportation, State of Colorado.

Witness my hand and official seal. My commission expires:

Notary Public

Colorado Department of Transportation,
Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

No. 933. Rev. 10-19. QUITCLAIM DEED (Page 1)

EXHIBIT C

DESCRIPTION

**COLORADO DEPARTMENT OF TRANSPORTATION
ABANDONMENT – PART OF WEST 6TH AVENUE NORTH
FRONTAGE ROAD
ELDRIDGE STREET (MM 276.85 +/-) TO ALKIRE STREET (MM
277.34 +/-) JEFFERSON COUNTY, COLORADO
DATE: MARCH 1, 2023**

A portion of highway frontage road right-of-way of the Department of Transportation, State of Colorado, known as U.S. Highway No. 6, located in the Southeast Quarter of Section 6, Township 4 South, Range 69 West of the 6th Principal Meridian, in Jefferson County, Colorado, described as follows:

That portion of U.S. Highway No. 6 northerly frontage road, as it currently exists, beginning at the centerline of Eldridge Street (MM 276.85 +/-), running easterly and terminating at the approximate easterly right-of-way line of Alkire Street (MM 277.34 +/-).

The limits of this abandonment are generally described and bounded as follows:

The northerly line of said roadway to be abandoned, is the existing northerly right-of-way line of U.S. Highway No. 6.

The southerly line of said roadway to be abandoned, lies in the common roadside ditch between the U.S. Highway No. 6 westbound edge of paving and the frontage road southerly edge of paving.

This roadway strip of land is generally 67 feet wide at Eldridge Street, and 48.5 feet wide at Alkire Street. The overall length of said strip is 2,580 feet +/- in length.

The above description is intended to give up all of CDOT's interest in the frontage road with the above-described locations.

For and on behalf of the
Colorado Department of
Transportation Darren P. Shanks,
PLS 38193
Region 1 West Right-of-Way Unit
Phone: (720) 497-6983
425A Corporate Circle
Golden, CO 80401



COLORADO DEPARTMENT OF TRANSPORTATION
ABANDONMENT - PART OF WEST 6TH AVENUE NORTH FRONTAGE ROAD
ELDRIDGE STREET (MM 276.85+/-) TO ALKIRE STREET (MM 277.34+/-)
JEFFERSON COUNTY, COLORADO
DATE: MARCH 1, 2023

SECTION 6
TOWNSHIP 4 SOUTH
RANGE 69 WEST



ELDRIDGE ST.

7TH AVENUE

6TH

DEFRAME

7TH

BEECH

ARBUS

ALKIRE ST.

EXISTING NORTH RIGHT-OF-WAY LINE

Mile Marker No. 276.85 +/-

67' FROM EXISTING NORTH ROW
LINE (ABANDONMENT WIDTH
VARIES)

64.5' FROM EXISTING NORTH ROW
LINE (ABANDONMENT WIDTH VARIES)
SOUTHERLY LINE OF ABANDONMENT
(BOTTOM OF ROADSIDE DITCH)
SOUTHERLY LINE OF PARCEL 106 (92' FROM
EXISTING NORTH ROW LINE)

48.5' FROM EXISTING NORTH
ROW LINE (ABANDONMENT
WIDTH VARIES)

Mile Marker No. 277.34 +/-

DEVINNEY

5TH

ELDRIDGE

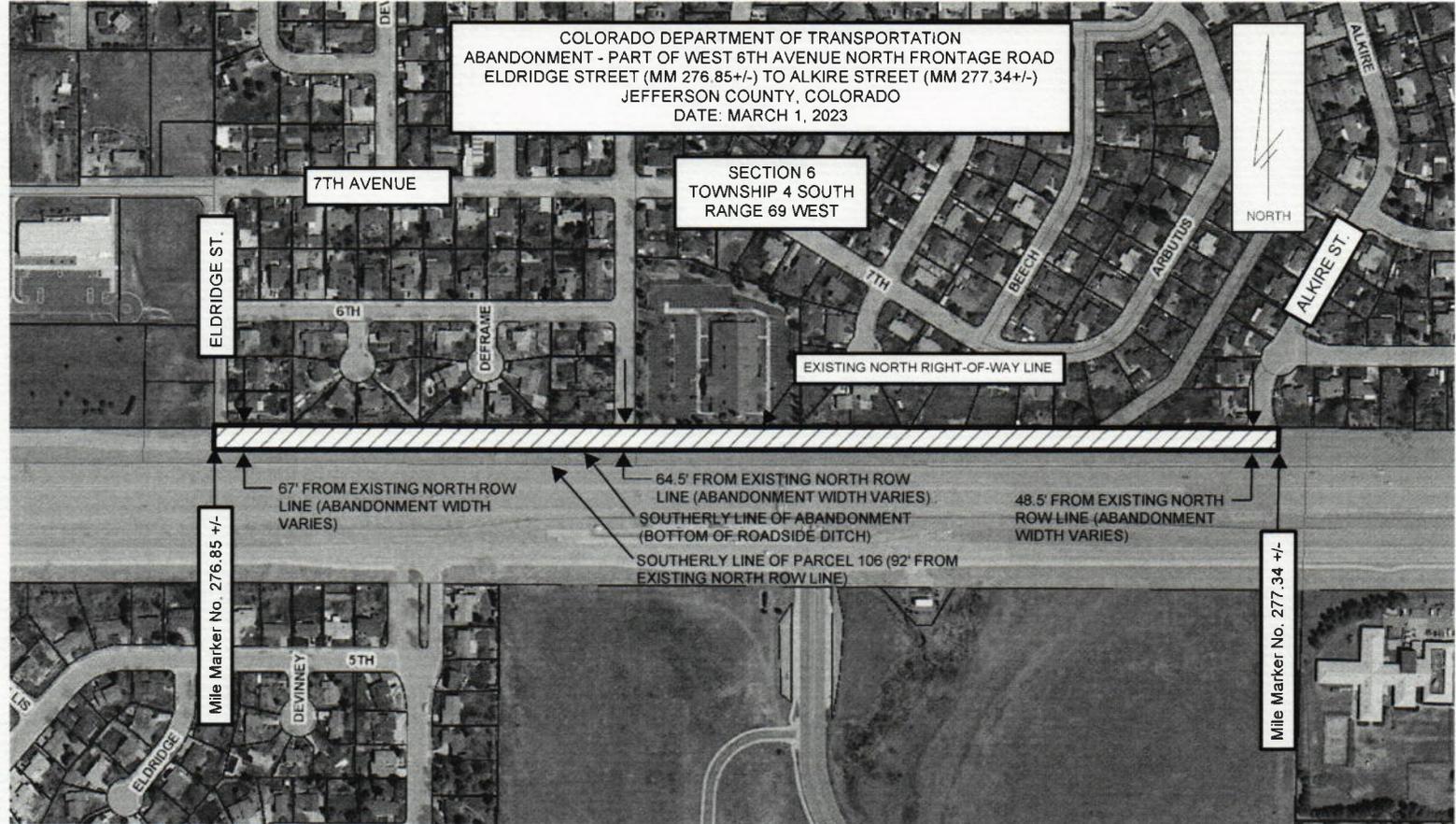


EXHIBIT D
TRANSPORTATION COMMISSION RESOLUTION

Proposed Resolution #3

Disposal: Abandonment US 6 North Frontage Road, Eldridge St. to Alkire St., Lakewood

Approved by the Transportation Commission on August 16, 2023.

WHEREAS, CDOT owns 0.49 linear miles of roadway in the City of Lakewood, identified as U.S. Highway 6 North Frontage Road; and

WHEREAS, that portion of U.S. Highway 6 North Frontage Road is located between Eldridge St. (MM 276.85) to Alkire St. (377.34); and

WHEREAS, Region 1 has determined that abandoning this portion of roadway would be in the best interest of Colorado taxpayers;

WHEREAS, Region 1 has completed an environmental clearance (Categorical Exclusion, Form 128) as required for the devolution of state highways;

WHEREAS, Colorado Revised Statute 43-2-106 (1)(a) provides that the Transportation Commission may determine that a State Highway, or portion thereof, no longer functions as a state highway, and with the agreement of each affected county or municipality, the state highway, or portion thereof, can be abandoned to the affected county or municipality; and

WHEREAS, the Code of Federal Regulations 23.620.203(c)(3) allows CDOT to relinquish portions of unneeded frontage roads; and

WHEREAS, the governing body of the City of Lakewood shall adopt a resolution agreeing to the State's abandonment of the portion of U.S. Highway 6 North Frontage Road and agreeing that said roadway segment no longer serves the ongoing purposes of the State Highway system; committing the City of Lakewood to assume ownership of said highway segment in the "as is" condition;

WHEREAS, the Chief Engineer, the Department of Transportation, and the Executive Director are authorized pursuant to CRS 43-2-106, to make determinations regarding abandonment of State Highway(s) to affected county(ies) or municipality(ies);

WHEREAS, the Transportation Commission concurs with the Chief Engineer that this portion of U.S. Highway 6 North Frontage Road is no longer needed for State Highway purposes;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the CRS 43-2-106, the Department of Transportation be given authority to declare that portion of U.S. Highway 6 North Frontage Road abandoned, as shown in Exhibit A.

Herman Stockinger, Secretary
Transportation Commission of Colorado

Date

EXHIBIT E
LOCAL AGENCY ORDINANCE

O-2023-39

AN ORDINANCE

AN ORDINANCE ACCEPTING THE DEVOLUTION OF CERTAIN PROPERTY FROM THE COLORADO DEPARTMENT OF TRANSPORTATION TO THE CITY OF LAKEWOOD AND APPROVING AN INTERGOVERNMENTAL AGREEMENT TO EFFECT SUCH PROPERTY DEVOLUTION

WHEREAS, the Colorado Department of Transportation (CDOT) owns real property (0.49 miles) identified as U.S. Highway 6 North Frontage Road, as shown in Exhibit A attached hereto;

WHEREAS, the Code of Federal Regulations 23.620.203(c)(3) allows CDOT to relinquish portions of unneeded frontage roads;

WHEREAS, C.R.S. § 43-2-106(1)(a) authorizes the Transportation Commission to determine that all or a portion of a state highway no longer functions as a part of the state highway system, and, with the agreement of each affected county or municipality, the state highway (or portion thereof) may be abandoned;

WHEREAS, C.R.S. § 43-1-106(1)(a) further states that the abandoned state highway (or portion thereof) shall become a city street upon adoption of an ordinance to that effect by the governing body of the affected municipality;

WHEREAS, the Transportation Commission approved a Resolution abandoning the U.S. Highway 6 North Frontage Road on August 16, 2023, a copy of which is attached as Exhibit B;

WHEREAS, the City of Lakewood and CDOT have agreed on the terms of this devolution via an Intergovernmental Agreement (IGA), an unsigned copy of which is attached as Exhibit C;

WHEREAS, the IGA contemplates a one-time payment to the City of Lakewood of four hundred eighty-five thousand two hundred and fifty-nine dollars (\$485,259.00) in exchange for the City of Lakewood accepting the street for access control and all associated maintenance; and

WHEREAS, approval of this ordinance on first reading does not constitute a representation that the City Council, or any member of the City Council, supports, approves, rejects or denies the proposal.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lakewood, Colorado, that:

SECTION 1. The City of Lakewood is willing to accept the U.S. Highway 6 North Frontage Road as more particularly described in Exhibit A, in exchange for a one-time devolution payment of \$485,259.00 from CDOT.

SECTION 2. This ordinance shall take effect thirty (30) days after final publication.

SECTION 3. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or application of this Ordinance are not determined by the court to be inoperable.

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 11th day of September 2023; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 14th day of September, 2023; set for public hearing to be held on the 25th day of September, 2023, read, finally passed and adopted by the City Council on the 25th day of September, 2023 and, signed by the Mayor on the 26th day of September, 2023.

Adam Paul, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

EXHIBIT A
Description

COLORADO DEPARTMENT OF TRANSPORTATION
ABANDONMENT – PART OF WEST 6TH AVENUE NORTH FRONTAGE ROAD
ELDRIDGE STREET (MM 276.85 +/-) TO ALKIRE STREET (MM 277.34 +/-)
JEFFERSON COUNTY, COLORADO

A portion of highway frontage road right-of-way of the Department of Transportation, State of Colorado, known as U.S. Highway No. 6, located in the Southeast Quarter of Section 6, Township 4 South, Range 69 West of the 6th Principal Meridian, in Jefferson County, Colorado, described as follows:

That portion of U.S. Highway No. 6 northerly frontage road, as it currently exists, beginning at the centerline of Eldridge Street (MM 276.85 +/-), running easterly and terminating at the approximate easterly right-of-way line of Alkire Street (MM 277.34 +/-).

The limits of this abandonment are generally described and bounded as follows:

The northerly line of said roadway to be abandoned, is the existing northerly right-of-way line of U.S. Highway No. 6.

The southerly line of said roadway to be abandoned, lies in the common roadside ditch between the U.S. Highway No. 6 westbound edge of paving and the frontage road southerly edge of paving.

This roadway strip of land is generally 67 feet wide at Eldridge Street, and 48.5 feet wide at Alkire Street. The overall length of said strip is 2,580 feet +/- in length.

The above description is intended to give up all of CDOT's interest in the frontage road with the above-described locations.

EXHIBIT B
Resolution of the Transportation Commission

Proposed Resolution #3

Disposal: Abandonment US 6 North Frontage Road, Eldridge St. to Alkire St., Lakewood

Approved by the Transportation Commission on August 16, 2023.

WHEREAS, CDOT owns 0.49 linear miles of roadway in the City of Lakewood, identified as U.S. Highway 6 North Frontage Road; and

WHEREAS, that portion of U.S. Highway 6 North Frontage Road is located between Eldridge St. (MM 276.85) to Alkire St. (377.34); and

WHEREAS, Region 1 has determined that abandoning this portion of roadway would be in the best interest of Colorado taxpayers;

WHEREAS, Region 1 has completed an environmental clearance (Categorical Exclusion, Form 128) as required for the devolution of state highways;

WHEREAS, Colorado Revised Statute 43-2-106 (1)(a) provides that the Transportation Commission may determine that a State Highway, or portion thereof, no longer functions as a state highway, and with the agreement of each affected county or municipality, the state highway, or portion thereof, can be abandoned to the affected county or municipality; and

WHEREAS, the Code of Federal Regulations 23.620.203(c)(3) allows CDOT to relinquish portions of unneeded frontage roads; and

WHEREAS, the governing body of the City of Lakewood shall adopt a resolution agreeing to the State's abandonment of the portion of U.S. Highway 6 North Frontage Road and agreeing that said roadway segment no longer serves the ongoing purposes of the State Highway system; committing the City of Lakewood to assume ownership of said highway segment in the "as is" condition;

WHEREAS, the Chief Engineer, the Department of Transportation, and the Executive Director are authorized pursuant to CRS 43-2-106, to make determinations regarding abandonment of State Highway(s) to affected county(ies) or municipality(ies);

WHEREAS, the Transportation Commission concurs with the Chief Engineer that this portion of U.S. Highway 6 North Frontage Road is no longer needed for State Highway purposes;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the CRS 43-2-106, the Department of Transportation be given authority to declare that portion of U.S. Highway 6 North Frontage Road abandoned, as shown in Exhibit A.

Herman Stockinger, Secretary
Transportation Commission of Colorado

Date

EXHIBIT F

DESCRIPTION

**COLORADO DEPARTMENT OF TRANSPORTATION
ABANDONMENT – WEST 6TH AVENUE NORTH
FRONTAGE ROAD
FROM WEST 7TH AVENUE (MM 276.44+/-) TO
ELDRIDGE STREET (MM 276.85+/-) PER CDOT
PROJECT NUMBERS C 11-0002-24, C 11-0006-01, C
11-0182-28, SN FAP 67-A(4)
JEFFERSON COUNTY, COLORADO DATE:
SEPTEMBER 27, 2022**

A portion of highway frontage road right-of-way of the Department of Transportation, State of Colorado, known as U.S. Highway No. 6 located in the Southwest Quarter (SW1/4) of Section 6, Township 4 South, Range 69 West of the 6th Principal Meridian, in Jefferson County, Colorado, described as follows:

That portion of U.S. Highway No. 6 northerly frontage road, as it currently exists, beginning at 7th Avenue (MM 276.44 +/-) with a point of termination at Eldridge Street (MM 276.85 +/-).

The distance in the above description is based on CDOT's Online Transportation Information System and are approximate. The above description is intended to give up all of CDOT's interest in the frontage road between the above-described locations.

For and on behalf of the
Colorado Department of
Transportation Darren P. Shanks,
PLS 38193
Region 1 West Right-of-Way Unit
Phone: (720) 497-6983
425A Corporate Circle
Golden, CO 80401

