# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**AgendaTitle:**
Highway 50 Access Control Plan

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County & CDOT

**Term Begins:** upon execution **Term Ends:** **Grant Contract #:**

**Summary:**
Resolution Authorizing the Intergovernmental Agreement among City of Gunnison, County of Gunnison and CO Department of Transportation Regarding US Highway 50 Access Control Plan

**Fiscal Impact:** none

**Submitted by:** M. Crosby **Submitter's Email Address:** Mcrosby@gunnisoncounty.org

**Finance Review:** ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ● Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 11/1/2013 Certificate of Insurance Required Yes ○ No ●

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 11/1/2013

○ Consent Agenda ● Regular Agenda ○ Worksession Time Allotted: 15 min

Agenda Date: 11/5/2013 Follow Up Agenda Date: n/a

*Revised April 2013*

# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**AgendaTitle:**
Resolution Authorizing the Intergovernmental Agreement among City of Gunnison, County of Gunnison and CO Department of Transportation Regarding US Highway 50 Access Control Plan

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County, City of Gunnison and Colorado Dept of Transportation

**Term Begins:** upon execution **Term Ends:** **Grant Contract #:**

**Summary:**
Resolution Authorizing the Intergovernmental Agreement among City of Gunnison, County of Gunnison and CO Department of Transportation Regarding US Highway 50 Access Control Plan

**Fiscal Impact:** none

**Submitted by:** CAO for Marlene Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

**Finance Review:** ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

**County Attorney Review:** ◉ Required ○ Not Required

Comments:

ok db 9/25/13

Reviewed by: GUNCOUNTY1\DBAUMGARTEN Discharge Date: 9/25/2013 Certificate of Insurance Required Yes ○ No ◉

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 9/27/2013

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: Marlene's

Agenda Date: 11/5/2013 Follow Up Agenda Date: n/a

*Revised April 2013*

**BOARD OF COUNTY COMMISSIONERS**
**OF THE COUNTY OF GUNNISON, STATE OF COLORADO**
**RESOLUTION NO. 2013-____**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF GUNNISON, COLORADO, THE CITY OF GUNNISON, COLORADO AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING UNITED STATES HIGHWAY 50 ACCESS CONTROL PLAN**

WHEREAS, United States Highway 50 is an important transportation resource for the County of Gunnison and other communities in the region. As growth continues, traffic volumes on United States Highway 50 in the study segment are expected to grow significantly.

WHEREAS, recognizing the need to plan for future growth along the corridor to maintain the capacity and increase safety, the Colorado Department of Transportation, the City of Gunnison and Gunnison County pooled resources and contracted an engineering consulting firm to conduct a study and develop a comprehensive roadway access control plan to manage existing and future access points.

WHEREAS, the goal of the plan is to provide appropriate access to United States Highway 50, while maintain the safety and efficiency of the facility.

WHEREAS, the adopted plan will provide landowners who develop their property adjacent to United States Highway 50 with a predictable known location, configuration and conditions for their access, as well as the location of future traffic signals on the Highway.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that:

a. The attached intergovernmental agreement will provide for the coordinated regulation of vehicular access for the section of United States Highway 50 between State Highway 135 (Reference Point 157.394) to the private access located at Reference Point 161.199.

b. That agreement is authorized and approved.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this ____ day of October, 2013.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By _____
Paula Swenson, Chairperson

By _____
Phil Chamberland, Vice Chairperson

By _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

**INTERGOVERNMENTAL AGREEMENT**
**AMONG**
**THE CITY OF GUNNISON,**
**THE COUNTY OF GUNNISON,**
**AND**
**THE STATE OF COLORADO**
**DEPARTMENT OF TRANSPORTATION**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is entered into effective as of the date defined below by and among the City of Gunnison and the County of Gunnison (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 United States Highway 50, Tomichi Avenue, between State Highway 135 (RP 157.394) and the private access located at RP 161.199 (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 November 5, 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. 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.

6. 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.

7. This Agreement does not create any current financial obligation for any Agency. Any future financial obligation of any 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, no 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

IN WITNESS WHEREOF, the Agencies have executed this Agreement effective as of the day and year last above written.

**City of Gunnison, Colorado**

ATTEST:

_____
Mayor, City of Gunnison

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney Date

**County of Gunnison, Colorado**

ATTEST:

_____
Commissioner, County of Gunnison

_____
County Clerk Date

APPROVED AS TO FORM:

_____
County Attorney Date

**State of Colorado**
**Department of Transportation**

_____
Chief Engineer Date

CONCUR:

_____
Regional Transportation Director Date

**"EXHIBIT – A"**
**UNITED STATES HIGHWAY 50**
**ACCESS CONTROL PLAN**
**(RP 157.394 – RP 161.199)**
**November 5, 2013**

**City of Gunnison, Gunnison 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 United States Highway 50 between State Highway 135 (RP 157.394) and the private access located at RP 161.199.

## 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 United States Highway 50 based on CDOT Highway Segment Description Milepost for State Highway 135 at US 50 RP 157.394. 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.

# EXHIBIT A
# ACCESS CONTROL PLAN
# UNITED STATES HIGHWAY 50
# REFERENCE POINT 157.394 TO REFERENCE POINT 161.199
# November 5, 2013

Reference Points (RP) defined per CDOT Highway Segment Description beginning at SH 135 (Main Street) 157.394.

| Access ID No. | Reference Point | Side[1] | Description/Current Business | Existing Configuration | Proposed Configuration[2,6] | Condition[3,4,6] |
|---|---|---|---|---|---|---|
| 1 | 157.394 | LT | SH 135 (North Main Street) | Signalized Full Movement | Signalized full movement intersection or other traffic control recognized by the MUTCD | |
| 2 | 157.394 | RT | South Main Street | Signalized Full Movement | Signalized full movement intersection or other traffic control recognized by the MUTCD | |
| 3 | 157.429 | LT | Alley | One-way Full Movement (Entrance) | Right-In | When safety or operational issues occur or when a public project is funded. |
| 4 | 157.429 | RT | Alley | One-way Full Movement (Entrance) | Right-In | When safety or operational issues occur or when a public project is funded. |
| 5 | 157.464 | LT | North Iowa Street | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 6 | 157.464 | RT | South Iowa Street | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 7 | 157.480 | LT | Discount Liquor | Unsignalized Full Movement | Close Access - access available via Access 5 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 8 | 157.480 | RT | Conoco | Unsignalized Full Movement | Close Access - access available via Access 6 or 11 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 9 | 157.494 | RT | Conoco | Unsignalized Full Movement | Close Access - access available via Access 6 or 11 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 10 | 157.498 | LT | Alley [5] | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 11 | 157.498 | RT | Alley [5] | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 12 | 157.509 | RT | Phillips 66 | Unsignalized Full Movement | Close Access - access available via Access 11 or 15 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 13 | 157.509 | LT | ABC Motel | Unsignalized Full Movement | Close Access - access available via Access 10 or 14 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 14 | 157.532 | LT | North Taylor Street | Unsignalized Full Movement | 3/4 Movement (left in allowed) | When safety or operational issues occur or when a public project is funded. |
| 15 | 157.532 | RT | South Taylor Street | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 16 | 157.553 | RT | Elkhorn Building (Black Canyon Chiropractic, 5B's BBQ, In Touch Massage, Blue Iguana) | Unsignalized Full Movement | Close Access - access available via Access 15 or 18 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 17 | 157.567 | LT | Alley [5] | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |

1 Oriented from direction of reference point (W-E)
2 Full movement intersections shall accommodate u-turns for design vehicle
3 If City, County or CDOT improves US 50, access modifications may be implemented
4 Implement with development, redevelopment or use change
5 At the discretion of the City, alleys may be designated as one-way in the future, in which case the proposed configuration will be either Right-in or Right-out.
6 MUTCD - Manual on Uniform Traffic Control Devices

| Access ID No. | Reference Point | Side[1] | Description/Current Business | Existing Configuration | Proposed Configuration[2,6] | Condition[3,4,6] |
|---|---|---|---|---|---|---|
| 18 | 157.567 | RT | Alley [5] | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 19 | 157.575 | LT | Swiss Inn Motel | Unsignalized Full Movement | Close Access - access available via Access 17 or 22 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 20 | 157.583 | RT | Tic Toc Diner | Unsignalized Full Movement | Close Access - access available via Access 18 or 23 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 21 | 157.583 | LT | Swiss Inn Motel | Unsignalized Full Movement | Close Access - access available via Access 17 or 22 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 22 | 157.601 | LT | North Colorado Street | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 23 | 157.601 | RT | South Colorado Street | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 24 | 157.617 | LT | Quality Inn | Unsignalized Full Movement | Close Access - access available via Access 22 or 28 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 25 | 157.625 | RT | Western Motel | One-way Full Movement (Exit) | Close Access - access available via Access 23 or 29a | When property redevelops. Access may be limited if safety or operational issues occur. |
| 26 | 157.625 | LT | Quality Inn | Unsignalized Full Movement | Close Access - access available via Access 22 or 28 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 27 | 157.630 | RT | Western Motel | One-way Full Movement (Entrance) | Close Access - access available via Access 23 or 29a | When property redevelops. Access may be limited if safety or operational issues occur. |
| 28 | 157.636 | LT | Alley [5] | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 29 | 157.636 | RT | Alley [5] | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 30a | 157.645 | LT | The Seasons Inn | Unsignalized Full Movement | Close Access - access available via Access 28 or 32 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 30b | 157.651 | LT | The Seasons Inn | Unsignalized Full Movement | Close Access - access available via Access 28 or 32 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 31 | 157.651 | RT | Super 8 | Unsignalized Full Movement | Close Access - access available via Access 29a or 33 | When property redevelops. Access may be limited if safety or operational issues occur. |
| 32 | 157.671 | LT | North Teller Street | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 33 | 157.671 | RT | South Teller Street | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 34 | 157.704 | LT | American Legion Memorial Park | Unsignalized Full Movement | Close Access - access available via Access 32 | When property redevelops or when a public project is funded. |
| 35 | 157.704 | RT | Jorgensen Park | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |
| 36 | 157.814 | LT | North Loveland Street | Unsignalized Full Movement | Right-In, Right-Out | When safety or operational issues occur or when a public project is funded. |

1 Oriented from direction of reference point (W-E)
2 Full movement intersections shall accommodate u-turns for design vehicle
3 If City, County or CDOT improves US 50, access modifications may be implemented
4 Implement with development, redevelopment or use change
5 At the discretion of the City, alleys may be designated as one-way in the future, in which case the proposed configuration will be either Right-in or Right-out.
6 MUTCD - Manual on Uniform Traffic Control Devices

| Access ID No. | Reference Point | Side[1] | Description/Current Business | Existing Configuration | Proposed Configuration[2,6] | Condition[3,4,6] |
|---|---|---|---|---|---|---|
| 37 | 157.891 | RT | South Adams Street | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 38 | 157.897 | LT | North Adams Street | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 39 | 157.974 | LT | Holiday Inn | Unsignalized Full Movement | Right-In, Right-Out | When property redevelops or when safety or operational issues develop or when a public project is funded. Cross access agreement with Tomichi Landmark No. 2 LLC is required upon redevelopment. |
| 40 | 158.161 | LT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 66 | When property redevelops and Access 66 is constructed |
| 41 | 158.161 | RT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 67 | When property redevelops and Access 67 is constructed |
| 66 | 158.212 | LT | North Access A | None | Conditional unsignalized full movement intersection at the property line. Limited to 3/4 movement (left-in allowed) when conditions met. | Unsignalized full movement intersection implemented when either Trippe or Gunnison Valley Prop, LLC properties redevelop. Cross-access is required between properties. Access will be limited to 3/4 movement (left-in) when one of the following occurs: 1)Access 68 is constructed 2) traffic signal is warranted at access, or 3) operational or safety issues develop. |
| 67 | 158.212 | RT | South Access A | None | Conditional unsignalized full movement intersection. Limited to Right-In, Right-Out when conditions met. | Unsignalized full movement intersection implemented when property redevelops. Access will be limited to Right-In, Right-Out when one of the following occurs: 1)Access 68 is constructed 2) traffic signal is warranted at access, or 3) operational or safety issues develop. |
| 42 | 158.384 | RT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 67 or 69 | When property redevelops and Access 67 or Access 69 is constructed |
| 43 | 158.389 | RT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 67 or 69 | When property redevelops and Access 67 or Access 69 is constructed |
| 68 | 158.414 | LT | North Access B | None | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |

1 Oriented from direction of reference point (W-E)
2 Full movement intersections shall accommodate u-turns for design vehicle
3 If City, County or CDOT improves US 50, access modifications may be implemented
4 Implement with development, redevelopment or use change
5 At the discretion of the City, alleys may be designated as one-way in the future, in which case the proposed configuration will be either Right-in or Right-out.
6 MUTCD - Manual on Uniform Traffic Control Devices

| Access ID No. | Reference Point | Side[1] | Description/Current Business | Existing Configuration | Proposed Configuration[2,6] | Condition[3,4,6] |
|---|---|---|---|---|---|---|
| 69 | 158.414 | RT | South Access B | None | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 70 | 158.584 | LT | Access C | None | Right-In, Right-Out | When property redevelops |
| 44 | 158.744 | LT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 71 | When property redevelops and Access 71 is constructed |
| 71 | 158.754 | LT | North Access D | None | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 72 | 158.754 | RT | South Access D | None | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 45 | 159.060 | LT | Gunnison Cemetery | Unsignalized Full Movement | Unsignalized full movement intersection | |
| 46 | 159.238 | LT | North Ute Lane (West) | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 73 | 159.238 | RT | South Ute Lane (West) | None | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 47 | 159.443 | LT | Affordable Inn<br>El Pueblo Bonito | Unsignalized Full Movement | Right-In, Right-Out | When property redevelops or when safety or operational issues develop or when a public project is funded. U-turns must be accommodated for the design vehicle at Ute Lane (West) and Ute Lane (East) or alternate access to either Ute Lane (West) or Ute Lane (East) must be available prior to restricting access. Cross acess agreements with Jan Kania ETAL property and Ralph's Standard, Inc. property is required when redevelopment occurs. |

1 Oriented from direction of reference point (W-E)
2 Full movement intersections shall accommodate u-turns for design vehicle
3 If City, County or CDOT improves US 50, access modifications may be implemented
4 Implement with development, redevelopment or use change
5 At the discretion of the City, alleys may be designated as one-way in the future, in which case the proposed configuration will be either Right-in or Right-out.
6 MUTCD - Manual on Uniform Traffic Control Devices

| Access ID No. | Reference Point | Side[1] | Description/Current Business | Existing Configuration | Proposed Configuration[2,6] | Condition[3,4,6] |
|---|---|---|---|---|---|---|
| 48 | 159.479 | RT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 73 or 75 | When property redevelops and Access 73 and 75 is constructed |
| 49 | 159.483 | RT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 73 or 75 | When property redevelops and Access 73 and 75 is constructed |
| 50 | 159.501 | LT | Tomichi Tire & Towing | Unsignalized Full Movement | Close Access - access to be relocated to property line (74) | When property redevelops or when access is available at Access 74. Cross access agreement with Ralph Kwiatkoski property and First St Bank Hotchkiss property when redevelopment occurs. Existing access may be limited to right-in/right-out if safety or operational issues occur or if a public project is funded. U-turns must be accommodated for the design vehicle at Ute Lane (West) and Ute Lane (East) or alternate access to either Ute Lane (West) or Ute Lane (East) must be available prior to restricting access. |
| 51 | 159.518 | LT | Tomichi Tire & Towing | Unsignalized Full Movement | Close Access - access to be relocated to property line (74) | When property redevelops or when access is available at Access 74. Cross access agreement with Ralph Kwiatkoski property and First St Bank Hotchkiss property when redevelopment occurs. Existing access may be limited to right-in/right-out if safety or operational issues occur or if a public project is funded. U-turns must be accommodated for the design vehicle at Ute Lane (West) and Ute Lane (East) or alternate access to either Ute Lane (West) or Ute Lane (East) must be available prior to restricting access. |
| 74 | 159.524 | LT | | None | Shared Right-In, Right-Out at property line | When either Ralphs Standard, Inc. or Ralph Kwiatkoski property redevelops. U-turns must be accommodated for the design vehicle at Ute Lane (West) and Ute Lane (East) or alternate access to either Ute Lane (West) or Ute Lane (East) must be available prior to restricting access. Cross access agreement required when either Ralphs Standard, Inc. or Ralph Kwiatkoski property redevelops. |
| 52 | 159.672 | LT | North Ute Lane (East) | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 75 | 159.672 | RT | South Ute Lane (East) | None | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. Cross access agreement required between Gunnison Valley Prop, LLC and Donna Bratton properties upon redevelopment. |

1 Oriented from direction of reference point (W-E)
2 Full movement intersections shall accommodate u-turns for design vehicle
3 If City, County or CDOT improves US 50, access modifications may be implemented
4 Implement with development, redevelopment or use change
5 At the discretion of the City, alleys may be designated as one-way in the future, in which case the proposed configuration will be either Right-in or Right-out.
6 MUTCD - Manual on Uniform Traffic Control Devices

| Access ID No. | Reference Point | Side[1] | Description/Current Business | Existing Configuration | Proposed Configuration[2,6] | Condition[3,4,6] |
|---|---|---|---|---|---|---|
| 53 | 159.799 | RT | Private Drive | Unsignalized Full Movement | Close Access - access available via Access 75 | When property redevelops and/or alternative access to Access 75 or Access 56 is provided. Access may be limited if safety or operational issues develop. Cross access agreement with Gunnison Rising Prop LLC properties required upon redevelopment. |
| 54 | 160.024 | LT | Tomichi Ranch | Unsignalized Full Movement | Close Access - access available via Access 55 | When property redevelops and Access 55 is constructed |
| 55 | 160.174 | LT | Tomichi Ranch | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. Cross access agreements between Manning and Fry properties required upon redevelopment. |
| 56 | 160.174 | RT | Field Access | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. Cross access agreement with Donna Bratton property required upon redevelopment. |
| 57 | 160.416 | RT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 56 | When property redevelops and Access 56 is constructed |
| 58 | 160.416 | LT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 55 | When property redevelops and Access 55 is constructed |
| 59 | 160.572 | RT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 60 | When property redevelops and Access 60 is constructed |
| 60 | 160.755 | RT | Private Drive (Potential Future Tomichi Pit) | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. |
| 61 | 160.755 | LT | Private Drive | Unsignalized Full Movement | Full movement intersection. May be signalized (or other traffic control recognized by the MUTCD) in the future. | Unsignalized full movement intersection implemented when property redevelops. A signal may be implemented if and when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if operational or safety issues develop. Cross access agreements required between Fry, Dierks, Delahay and BLM when any property redevelops. |

1 Oriented from direction of reference point (W-E)
2 Full movement intersections shall accommodate u-turns for design vehicle
3 If City, County or CDOT improves US 50, access modifications may be implemented
4 Implement with development, redevelopment or use change
5 At the discretion of the City, alleys may be designated as one-way in the future, in which case the proposed configuration will be either Right-in or Right-out.
6 MUTCD - Manual on Uniform Traffic Control Devices

| Access ID No. | Reference Point | Side[1] | Description/Current Business | Existing Configuration | Proposed Configuration[2,6] | Condition[3,4,6] |
|---|---|---|---|---|---|---|
| 62 | 161.024 | LT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 64 | When property redevelops |
| 63 | 161.024 | RT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 60 | When property redevelops |
| 64 | 161.199 | LT | Private Drive | Unsignalized Full Movement | Unsignalized full movement intersection | Cross access agreement with BLM required upon redevelopment. |
| 65 | 161.199 | RT | Field Access | Unsignalized Full Movement | Close Access - access available via Access 60 | When property redevelops |

1 Oriented from direction of reference point (W-E)
2 Full movement intersections shall accommodate u-turns for design vehicle
3 If City, County or CDOT improves US 50, access modifications may be implemented
4 Implement with development, redevelopment or use change
5 At the discretion of the City, alleys may be designated as one-way in the future, in which case the proposed configuration will be either Right-in or Right-out.
6 MUTCD - Manual on Uniform Traffic Control Devices

## EXHIBIT B: UNITED STATES HIGHWAY 50 ACCESS CONTROL PLAN AMENDMENT PROCESS

1. Any request for amendment of the Access Control Plan must be submitted to and agreed upon by the affected jurisdictions; the Colorado Department of Transportation staff and/or the County/City of the Intergovernmental Agreement depending on the property location. The amendment request shall include:

    - Description of changes requested of the Access Control Plan
    - Justification for Amendment
    - Traffic Impact Study or analysis, depending upon the magnitude of the change requested. Either party to the Access Control Plan can request this supporting documentation.

2. The Department shall review the submittal for completeness and for consistency with the access objectives, principles, and strategies described in the *City of Gunnison U.S. Highway 50 Access Study* (Stolfus & Associates, Inc., November, 2013) report for this corridor and the State Highway Access Code.

3. Once the appropriate local government approves the request for the amendment with an ordinance or resolution, the amendment and all accompanying documentation shall be submitted to **CDOT** for final review and approval.