

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LONE TREE AND THE CITY OF CENTENNIAL REGARDING
IMPROVEMENTS TO AND MAINTENANCE OF COUNTY LINE ROAD**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the City of Lone Tree, Colorado, a Colorado home rule municipality ("Lone Tree"), and the City of Centennial, Colorado, a Colorado home rule municipality ("Centennial"), hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS AND REPRESENTATIONS:

WHEREAS, the Parties share a common boundary along County Line Road, a former state highway situated along the county line separating Arapahoe and Douglas Counties and which county line does not lie in the center of County Line Road thus creating certain questions regarding matters such as ownership, operation, and maintenance of improvements which constitute County Line Road; and

WHEREAS, the Parties may have each obtained partial jurisdiction and ownership of various portions of the County Line Road right-of-way, including but not limited to associated traffic signals and traffic signal equipment, from the westernmost edge of right-of-way of federal Interstate Highway 25 (I-25) to the easternmost edge of right-of-way of South Quebec Street by virtue of various incorporation and/or annexation proceedings, and/or by official mapping of properties within their jurisdictional limits; and

WHEREAS, the Parties share an interest in assuring proper access control, maintenance, and major repair and replacement of County Line Road and associated traffic signals and traffic signal equipment and other appurtenances; and

WHEREAS, the Parties desire to share maintenance and/or control of County Line Road and associated traffic signals and traffic signal equipment and other appurtenances on terms set forth in this Agreement notwithstanding legal ownership, municipal boundaries, county boundaries or other bases of claims of ownership or jurisdiction;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties agree as follows:

I. GENERAL PROVISIONS

1. Acknowledgment and Incorporation of Recitals and Exhibits. The foregoing recitals and representations are acknowledged by the Parties to be true and correct and, together with the Exhibits attached hereto, are incorporated herein by this reference.

2. Definitions:

Capital Improvement shall mean any physical improvement, including replacement, repair, or reconstruction of an existing improvement, that would, by standard municipal practice and custom, have two or more of the following characteristics:

(A) be identified in a municipality's capital improvement plan or annually-approved budget;

(B) have a reasonably anticipated useful life prior to any scheduled replacement, substantial repair, or substantial reconstruction of five (5) or more years, or if such improvement is a replacement, repair, or reconstruction of a capital improvement, such replacement, repair, or reconstruction would reasonably result in the extension of the anticipated useful life of such improvement by five (5) or more years;

(C) have a cost, including design, materials and labor, of more than one-hundred fifty thousand dollars (\$150,000).

Consent (or Respond) shall mean written evidence, either by letter or electronic mail message signed by the City Manager of a Party (or a person authorized by the Manager in writing to provide such Consent), delivered to the other Party expressly acknowledging a request for the Party's Consent and granting or agreeing to such request.

County Line Road or Road shall mean that segment of public right-of-way commonly known as County Line Road extending from the westernmost boundary or edge of the I-25 right-of-way to a north-south line demarcating the easternmost boundary or edge of the right-of-way of South Quebec Street. County Line Road is generally illustrated in **Exhibit A** of this Agreement.

Influence Area(s) shall mean that area generally described as within one-half mile north and south of the Road Centerline of County Line Road (as defined in this Agreement). More specifically: (1) the "Lone Tree Influence Area" shall mean that area generally described as within one-half mile south of the Road Centerline of County Line Road; and (2) the "Centennial Influence Area" shall mean that area generally described as within one-half mile north of the Road Centerline of County Line Road. For ease of administration, the City Managers of the Parties are authorized by this Agreement to jointly approve a map or illustration showing the Parties' respective Influence Areas and to insert the map into this Agreement as **Exhibit B** without need for formal amendment of the Agreement and shall evidence their approval of such **Exhibit B** by affixing their signatures thereto. Failure to approve a map shall not invalidate or make ineffective any provision or obligation of this Agreement.

Road Centerline shall mean an imaginary *east-west* line that is intended to divide the entire length of the County Line Road right-of-way for purposes of this Agreement using the following criteria:

1. When located on a raised median, the Road Centerline shall be defined as the back (southern face) of the median's northernmost curb located on the median recognizing that the line may be curvilinear or irregular in some locations in order to accommodate changes in median shape, location, or width within County Line Road; and
2. When located on any portion of County Line Road that is divided by a painted median to separate east-bound and west-bound traffic (i.e., where no raised median exists), the Road Centerline shall be located on the southernmost edge of the northernmost painted line that is intended to demark the northern side or edge of the painted median. In the event that more than one painted line is used to demark the intended northern side of the painted median, then the Road Centerline shall be located on the southernmost edge of all such lines that are intended to demark the northern side of the painted median; and
3. When located on any portion of County Line Road that is divided by an unpaved swale located south of the west-bound travel lanes designed to separate east-bound and west-bound traffic (i.e., where no raised or painted median exists), the Road Centerline shall be located on the southernmost edge of the asphalt or concrete surface of the west-bound lanes of the road; and
4. When located on any portion of County Line Road that is divided by using painted line(s) to separate east-bound and west-bound traffic (i.e., where no raised or painted median or unpaved swale exists), the Road Centerline shall be located on the southernmost edge of the northernmost painted line separating east-bound and west-bound traffic (or, in the event that more than one line is used to demark each side of the intended division of east-bound and west-bound traffic, on the southernmost edge of the northernmost set of lines); and
5. When located on portions of County Line Road not encumbered by a raised or painted median, or by painted line(s) dividing traffic, or unpaved swale (e.g., through an intersection), the line shall consist of a straight line connecting the nearest east and west ends of the Road Centerlines created by application of (1), (2), (3) and/or (4) above.

Exhibit C illustrates the approximate location of the Road Centerline as of the Effective Date of this Agreement applying the criteria set forth above. The Parties recognize and intend that the Road Centerline may shift or change following the Effective Date of this Agreement due to modifications of County Line Road due to median or lane relocation as may be permitted by this

Agreement. In such event, the City Managers of the Parties are authorized to jointly approve a new **Exhibit C** to illustrate the Road Centerline concurrent with any changes in the Road Centerline following the Effective Date of this Agreement and to cause such new **Exhibit C** to be substituted and attached to this Agreement without need for formal amendment of the Agreement and shall evidence their approval of such new **Exhibit C** by affixing their signatures thereto.

Traffic Signals shall mean all improvements necessary to direct vehicular and pedestrian traffic by signal light through the following intersections of County Line Road:

South Chester Street,
South Yosemite Street,
South Willow Street,
Acres Green Drive, and
Parkway Drive

and specifically including but not limited to the foundations, poles, mast arms, span wire, signal lights, and wiring extending from the base of any pole to the signal lights as may presently exist at each intersection and as may be later installed at each such intersection of County Line Road. "Traffic Signals" shall specifically exclude "Traffic Signal Control Equipment" as defined by this Agreement. The inclusion of another traffic signal operating an intersection within County Line Road not listed above within the obligations of this Agreement shall require an amendment of this Agreement.

Traffic Signal Control Equipment shall mean all equipment necessary to operate a Traffic Signal at the following intersections of County Line Road:

South Chester Street,
South Yosemite Street,
South Willow Street,
Acres Green Drive, and
Parkway Drive

and specifically including but not limited to the cabinet box, locks, internal controllers and mechanical equipment within the cabinet box, and wiring extending from the cabinet box to a Traffic Signal as such equipment may presently exist at an intersection and as may be later installed at each such intersection of County Line Road. "Traffic Signal Control Equipment" shall specifically exclude "Traffic Signals" as defined by this Agreement. The inclusion of other traffic signal control equipment operating an intersection within County Line Road not listed above within the obligations of this Agreement shall require an amendment of this Agreement.

3. Interpretation. This Agreement shall be interpreted in accordance with the following:

- A. The doctrine of interpretation of ambiguities against the drafting party (*contra proferentum*) shall not apply because the Parties jointly negotiated and drafted the Agreement.
- B. The preferred interpretation of this Agreement by the Parties and by any arbiter, mediator, or court enlisted to aid in resolving disputes between the Parties shall be the interpretation that:
 - 1. best permits a coordinated and logical flow of vehicular traffic between Centennial and Lone Tree without creating a bias of traffic flow for or against any one Party's jurisdiction; and
 - 2. best enables County Line Road to function as if operated by a single jurisdiction applying commonly accepted professional standards and principles for managing traffic and public rights-of-way management; and
 - 3. best advances equality or equity in the allocation of benefits and detriments between the Parties; and
 - 4. best recognizes that the Parties each rely upon County Line Road to serve important commercial and business opportunities that may be seasonal in nature so as to necessitate that the scheduling of changes in the operation of County Line Road should be planned and undertaken with consideration of the impacts to such seasonal commercial and business opportunities.

4. Good Faith. This Agreement shall be governed by a covenant of good faith and fair dealing. In furtherance of this covenant, each Party agrees to the following principles:

- A. Reasonably communicate with and inform the other Party regarding actions and activities undertaken in its municipality that will or may directly affect the maintenance, operation, and general appearance of County Line Road and associated Traffic Signal and Traffic Signal Control Equipment, including, by way of example, but not limited to: planned and emergency maintenance or repair activities; temporary lane or access closures and rerouting of traffic; seasonal and temporary traffic management plans; or the preparation of an application for intergovernmental funding of or intergovernmental approval for Capital Improvements within County Line Road.
- B. Provide reasonable opportunities for the other Party to participate in or comment upon the planning of Capital Improvements and traffic management programs to be undertaken in or to affect County Line

Road and associated Traffic Signal and Traffic Signal Control Equipment.

- C. Provide reasonable notice to the other Party regarding observed or anticipated conflicts or misunderstandings between the Parties, need for clarification or interpretation of the terms and conditions of this Agreement or anticipated deficiencies in performance, including, but not limited to actual or anticipated budgetary shortfalls or appropriation decisions that might impair a Party's continued performance of obligations under this Agreement.
- D. Where Consent is requested by a Party in accordance with this Agreement, such Consent shall not be unreasonably withheld or denied. In the event a Party elects to withhold or deny Consent, the Party shall promptly communicate the reason(s) for such decision to the other Party and the Party shall endeavor to also provide recommendations, conditions, or alternatives that would cause the Party to Consent to the request.

II. DUTIES AND OBLIGATIONS FOR COUNTY LINE ROAD EXCLUDING TRAFFIC SIGNALS AND TRAFFIC SIGNAL CONTROL EQUIPMENT

1. General Responsibility and Jurisdiction for County Line Road. Except as otherwise provided by this Agreement:

- A. Centennial accepts responsibility and jurisdiction for County Line Road located north of the Road Centerline, in "as is where is" condition except as specifically agreed otherwise in Section IV(4) of this Agreement, for all purposes, including but not limited to Capital Improvement, planning, operation, management, maintenance, repair, replacement, striping, traffic enforcement, traffic control, snow and ice removal, and directional signage. Lone Tree shall have no responsibility or jurisdiction for County Line Road located north of the Road Centerline except as may be expressly provided by this Agreement or a subsequent agreement/program between the Parties pursuant to Section IV(3) below. To the extent that a third party claim results from an alleged act or omission in the maintenance or operation of any portion of County Line Road roadway subject to Centennial's responsibility and jurisdiction pursuant to this Agreement, it is the intent of the Parties that the costs associated with the defense and/or indemnity for such a claim be allocated to Centennial, whether or not the portion of County Line Road subject to the claim is located within the corporate boundaries of Centennial. To that end, Centennial shall include Lone Tree, its officers, and its employees as additional insureds in Centennial's liability coverages.

- B. Lone Tree accepts responsibility and jurisdiction for County Line Road located south of the Road Centerline, in "as is where is" condition, for all purposes, including but not limited to Capital Improvement, planning, operation, management, maintenance, repair, replacement, striping, traffic enforcement, traffic control, snow and ice removal, and directional signage. Centennial shall have no responsibility or jurisdiction for County Line Road located south of the Road Centerline except as may be expressly provided by this Agreement or a subsequent agreement/program between the Parties pursuant to Section IV(3) below. To the extent that a third party claim results from an alleged act or omission in the maintenance or operation of any portion of County Lone Road subject to Lone Tree's responsibility and jurisdiction pursuant to this Agreement, it is the intent of the Parties that the costs associated with the defense and/or indemnity for such a claim be allocated to Lone Tree, whether or not the portion of County Line Road subject to the claim is located within the corporate boundaries of Lone Tree. To that end, Lone Tree shall include Centennial, its officers, and its employees as additional insureds in Lone Tree's liability coverages.

2. Capital Improvement to County Line Road.

- A. The Parties shall reasonably cooperate and coordinate with each other regarding any planned or proposed Capital Improvement to their respective sections of County Line Road or any Traffic Signal and Traffic Signal Control Equipment. Specifically, each Party shall:
1. Provide Notice: A Party planning or proposing a Capital Improvement to its respective portion of County Line Road or to any Traffic Signal or Traffic Signal Control Equipment shall notify the other Party in writing prior to commencing the preliminary design phase of any such planned or proposed Capital Improvement. Such notification shall include as much detail or plan as reasonably known to the Party that will identify the scope, location, and purpose of the planned or proposed Capital Improvement so as to enable the other Party to evaluate the impact of the proposed Capital Improvement and to determine whether there may exist conflict(s) between the Parties, opportunities for the Parties to coordinate other improvements or projects, or potential for the Parties to jointly participate in the design, funding, or construction of the proposed Capital Improvement.

2. Prepare and Provide Traffic Management Plan: As soon as practicable but not less than one hundred twenty (120) days prior to commencement of construction of a Capital Improvement, a Party proposing a Capital Improvement to its portion of County Line Road or to any Traffic Signal and Traffic Signal Control Equipment shall cause to be prepared and delivered to the other Party a traffic management plan ("Traffic Management Plan"). The Traffic Management Plan shall address how traffic will be routed and managed during the construction of the Capital Improvement within County Line Road. Such Traffic Management Plan shall contain sufficient detail to enable the other Party to evaluate the impact of the proposed traffic routing during construction of the Capital Improvement and to determine whether there may exist conflict(s) between the Parties. Nothing in this section shall modify in any way the agreements or rights of the Parties as set forth in Section III below. In the event of any conflict arising as a result of the interpretation of this Section II(2)(A)(2) and Section III below, Section III shall govern.

- B. The Party receiving notice of a proposed Capital Improvement to County Line Road or receiving a Traffic Management Plan shall have not less than forty (40) calendar days from receipt of such notice or Traffic Management Plan to provide to the other Party written comments and concerns regarding the proposed Capital Improvement or planned method of traffic management. If the Party receiving the notice or Traffic Management Plan fails to provide written comments and concerns to the other Party within forty (40) calendar days of receipt of the notice or the Traffic Management Plan, the other Party may proceed with the proposed Capital Improvement without further notification or coordination. In the event that timely comments and concerns are tendered, both Parties shall use their best efforts to reasonably communicate during the design and construction of the proposed Capital Improvement including, but not limited to, providing opportunities to review design and construction documentation and to discuss conflicts created by the management of traffic during construction. Nothing in this section shall modify in any way the agreements or rights of the Parties as set forth in Section III below. In the event of any conflict arising as a result of the interpretation of this Section II(2)(B) and Section III below, Section III shall govern
- C. In the event that the comments and concerns submitted by a Party pursuant to subsection (B) above identifies a potential to coordinate the design and/or construction of any other Capital Improvements

or the maintenance and repair of County Line Road that the Parties might mutually agree should be constructed or undertaken, the Parties shall use their best efforts to jointly consider the coordination of the proposed Capital Improvement with such other improvements or maintenance and repair in order to reduce overall project costs, improve efficiencies of design and construction, and/or reduce disruption, delays, and traffic congestion within County Line Road. However, no Party shall be under any obligation to jointly coordinate improvements or maintenance and repair. The Parties' failure to mutually agree to joint coordination or maintenance and repair shall not be subject to Dispute Resolution under this Agreement.

- D. In the event that the comments and concerns submitted by a Party pursuant to subsection (B) above concerning a Traffic Management Plan identifies a potential to better manage traffic so as to prevent conflicts within County Line Road or the Parties' Influence Area, the Parties shall use their best efforts to jointly consider modifications to the Traffic Management Plan in order to reduce disruption, delays, and traffic congestion within County Line Road. However, no Party shall be under any obligation to jointly coordinate improvements. The Parties' failure to mutually agree to modifications of a Traffic Management Plan shall not be subject to Dispute Resolution under this Agreement.

3. Physical Repair of County Line Road. Physical repair to the road subsurface or surface, curbs, drain-pans, crosswalks, or sidewalks of County Line Road that does not constitute a Capital Improvement (e.g., pothole and crack filling or re-striping) may be undertaken by the Party with jurisdiction over such portion of County Line Road without notice to or Consent by the other Party.

In the event that the performance of physical repair to County Line Road requires a Party performing the repairs to temporarily encroach upon or utilize a portion of County Line Road located in the other Party's jurisdiction, the Party performing repairs shall notify the other Party prior to commencing work. The purpose of such notification shall be to apprise the other Party of the nature, scope and duration of any repair and encroachment. In the event that a Party's repair necessitates or results in a physical modification of a portion of County Line Road located in the other Party's jurisdiction (e.g., removal of striping or removal of asphalt or concrete to enable proper repair of a pothole or curb), the Party performing such repair shall restore that portion of County Line Road located within the other Party's jurisdiction to the condition substantially similar to that existing prior to such repair.

4. Maintenance of County Line Road. Maintenance of County Line Road not constituting a Capital Improvement or a physical repair (e.g., maintaining County Line Road by street sweeping, snow removal, weed removal, or sign replacement) may be undertaken by a Party without notice to or Consent by the other Party unless otherwise

required by a subsequent agreement or program approved by the Parties in accordance with Section IV(3) of this Agreement.

5. Consent to Improve or Modify Medians Required. Except for the repair of damage to a median (whether raised, painted, or unpaved swale) to a substantially identical condition as that existing before such damage, no improvement, modification, or alteration of any median shall be undertaken by any Party without the prior written Consent of both Parties. Other than the replacement of existing signs recognized by the Manual on Uniform Traffic Control Devices (MUTCD), no signs shall be installed or erected within a median (whether raised, painted, or unpaved swale) without the mutual Consent of the Parties.

6. Consent to Install Signs or Signals that Direct Traffic Movements within the Other Party's Jurisdiction. Except for signs or signals necessary to address temporary emergency conditions and except for the joint operation of Traffic Signals as authorized by this Agreement, a Party shall not install a sign or signal that will direct the flow of vehicular traffic entering or existing the other Party's jurisdiction without the other Party's prior written Consent. By way of an example only, Lone Tree's Consent would be required in order for Centennial to install a sign prohibiting vehicular traffic travelling westbound on County Line Road from making a left turn into Lone Tree's jurisdiction. The Parties understand and agree that the installation of a sign or signal that impairs or impedes the existing and established movements of vehicular traffic between Centennial and Lone Tree is considered a significant decision which requires cooperation between, and mutual Consent of, the Parties. Denial of a request for Consent shall be subject to the Dispute Resolution process described in Section VI of this Agreement.

7. Emergency Repairs to County Line Road. Notwithstanding any provision of this Agreement to the contrary, a Party may commence repairs and any other actions reasonably necessary to protect the public health and safety during an emergency without notice to or Consent by the other Party. For purposes of this Agreement, an "emergency" shall mean an Act of God, traffic accident or other situation, event, or condition within County Line Road that occurs without advance notice or reasonable expectation and which demands immediate action to prevent imminent harm to persons or property. By way of example only, an emergency includes subsidence of the road surface, failure of water lines or other utilities, repairs to signs or signals due to traffic accident, or hazards created due to flooding, high winds, or hazardous waste spill.

III. DUTIES AND OBLIGATIONS FOR TRAFFIC SIGNALS AND TRAFFIC SIGNAL EQUIPMENT ASSOCIATED WITH COUNTY LINE ROAD

1. Ownership of Traffic Signals and Traffic Signal Control Equipment. Nothing in this Agreement is intended to affect, convey, or otherwise transfer any present ownership of Traffic Signals or Traffic Signal Control Equipment. It is the intent

of this Agreement that each Party's right, title and interest in a Traffic Signal or Traffic Signal Control Equipment shall remain the same upon the termination or expiration of this Agreement as that right, title and interest existed prior to the Effective Date of this Agreement as to which there is disagreement which is deemed resolved by this Agreement for so long as it remains in effect. To this end, a Party's presently possessed right, title, and interest in the ownership of Traffic Signals and Traffic Signal Control Equipment shall remain unaffected by: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance, operation, management, control, or insurance of the Traffic Signal or Traffic Signal Control Equipment. In the event this Agreement is terminated, expires, or is invalidated for any reason whatsoever, the Parties agree that this Agreement, a Party's payment or any investment, cost, or expense in the repair, maintenance, operation, management, control, insurance of the Traffic Signal or Traffic Signal Control Equipment, or any other event, action, or conduct of a Party or the Parties subsequent to the Effective Date of this Agreement shall not be offered, tendered, or used in any manner to evidence or support any argument or legal theory by either Party alleging a transfer of ownership, jurisdiction, control or otherwise by the Parties to each other in the Traffic Signals or Traffic Signal Control Equipment. Moreover, it is the Parties' intent and a material provision of this Agreement that any judicial review of the issue of ownership of Traffic Signals or Traffic Signal Control Equipment shall not consider or take into account: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance, operation, management, control, or insurance of the Traffic Signal or Traffic Signal Control Equipment. This provision shall survive any termination, expiration, or invalidation of this Agreement.

2. Capital Improvement, Repair and Maintenance of Traffic Signal and Traffic Signal Control Equipment.

- A. The day-to-day repair, maintenance, insurance, and upkeep of all Traffic Signals and Traffic Signal Control Equipment in a condition substantially identical to the condition existing on the Effective Date of this Agreement shall be the responsibility and obligation of Lone Tree at Lone Tree's sole cost and expense. Nothing herein shall preclude Centennial's offer to voluntarily participate in the cost and expense of any repair, maintenance, insurance, and upkeep of any Traffic Signal or Traffic Signal Control Equipment.
- B. Capital Improvement to Traffic Signals and Traffic Signal Control Equipment shall not be undertaken by any Party without the Consent of both Parties. Where approved by both Parties, such Capital Improvement shall be the responsibility and obligation of Lone Tree at Lone Tree's sole cost and expense.

- C. Without limiting the foregoing obligation for Consent and subject to Section III(1) of this Agreement, Centennial hereby Consents and agrees that Lone Tree may relocate and perform Capital Improvement(s) to existing Traffic Signal Control Equipment during calendar year 2012 or 2013 notwithstanding Centennial's ownership, if any, of such Traffic Signal Control Equipment provided that such relocation, improvement, and upgrade is undertaken at Lone Tree's sole risk and expense. Such relocation and improvement of Traffic Signal Control Equipment by Lone Tree shall not diminish or affect any ownership interest of Centennial in such Traffic Signal Control Equipment and shall not grant, confer, transfer, or otherwise establish any claim of ownership to such Traffic Signal Control Equipment by Lone Tree. In the event that after any termination of this Agreement Centennial establishes its ownership of all or any portion of Traffic Signal Control Equipment as evidenced by court order, such ownership interest shall extend to such relocated, improved, or upgraded Traffic Signal Control Equipment regardless of the location of such Equipment or the amount of Lone Tree's investment or expenditure in such Traffic Signal Control Equipment or its relocation or upgrading by Lone Tree.

3. Operation of Traffic Signal and Traffic Signal Control Equipment. The day-to-day operation of Traffic Signals and Traffic Signal Control Equipment shall be the responsibility and jurisdiction of Lone Tree at Lone Tree's sole cost and expense subject to the following:

- A. Upon and following the Effective Date of this Agreement, Traffic Signals and Traffic Signal Control Equipment shall be operated by Lone Tree in accordance with the Signal Timing Brief prepared by the Denver Regional Council of Governments (DRCOG) titled "April 2009 – Project T09-6b – County Line Road from Quebec Street to Inverness Parkway" (the "Signal Timing Plan") attached to and incorporated into this Agreement as Exhibit D.
- B. Traffic Signals and Traffic Signal Control Equipment may be operated using the Seasonal Signal Timing Plan attached to and incorporated into this Agreement as **Exhibit F** (the "Seasonal Signal Timing Plan") starting no earlier than November 20 of each year and ending no later than December 31 of each year.
- C. No change in the Signal Timing Plan or Seasonal Signal Timing Plan shall be made except with the mutual Consent of both Parties except for temporary adjustments in signal timing as described in Section D below. Either Party may request a change in the Signal

Timing Plan or Seasonal Signal Timing Plan by delivering a written request for a change to the other Party. Written Consent or denial of Consent shall be made within thirty (30) days of the date of delivery of written request for a change. Failure to timely respond with Consent or denial of Consent to a delivered request for change shall be deemed denial to the requested change. The City Managers of the Parties are authorized to jointly approve a new Exhibit D or F to illustrate mutually approved changes to the Signal Timing Plan or Seasonal Signal Timing Plan, respectively, concurrent with any changes in the Signal Timing Plan or Seasonal Signal Timing Plan following the Effective Date of this Agreement and to cause such new Exhibit D or F to be substituted and attached to this Agreement without need for formal amendment of the Agreement and shall evidence their approval of such new Exhibit D or F by affixing their signatures thereto.

- D. Temporary adjustments in the Signal Timing Plan or the Seasonal Signal Timing Plan may be made from a traffic operations center without the written Consent of either Party in order to address the unforeseen or infrequent needs for active traffic management associated with periods of high traffic congestion, incidents affecting traffic, or for special events. "Periods of high traffic congestion" refers to the peak weekday morning and afternoon traffic flows and any temporary adjustments shall be in effect for no more than three (3) hours per day and shall occur for no more than five (5) days in any given thirty (30) day period. "Incidents affecting traffic" refers to short duration events (e.g. traffic accidents, emergency utility repairs or other unplanned short duration emergency activities impacting traffic flow) and any temporary adjustments shall be typically in effect for no more than four (4) hours but, where necessary, may be in effect for up to forty-eight (48) hours. "Special events" refers to infrequent scheduled activities that impact traffic flow (e.g. utility work, or maintenance activities) and any temporary adjustments shall be in effect for no more than fourteen (14) calendar days. However, to constitute a "temporary adjustment," the amount of time allocated to each traffic movement at a Traffic Signal shall never be less than the amount of time allocated in the Signal Timing Plan or Seasonal Signal Timing Plan (whichever plan is then in effect) unless the traffic volumes that exist during the period of active management do not demand the allocated time. The temporary adjustment in signal timing during these periods shall be based on maintaining a consistent level of service for all traffic movements, i.e., no traffic movement shall be favored over other traffic movements in order to achieve a higher level of service for a specific movement.

IV. OTHER DUTIES AND OBLIGATIONS CONCERNING COUNTY LINE ROAD

1. Notification Regarding Actions within Influence Areas. Each Party shall reasonably notify the other Party of actions or activities planned or proposed within the Party's Influence Area that may be reasonably foreseen to affect or impact vehicular or pedestrian movement within County Line Road. Such actions or activities include, by way of example only: construction of Capital Improvements; street, lane, or sidewalk closures; and the installation or removal of temporary or permanent traffic directional signage, signals, or road-surface striping.

2. Other Actions Prohibited Without Consent of Both Parties. In addition to any other actions or activities identified in this Agreement as being prohibited unless the Parties' Consent is granted, the following actions or activities within County Line Road shall be prohibited unless Consent is granted by both Parties or the Parties have entered into a separate agreement for such action or activity to be conducted:

- A. Installation or attachment of a sign to a Traffic Signal which is not recognized by the Manual of Uniform Traffic Control Devices (2009 edition).
- B. Installation or attachment of cameras, sensors, monitoring equipment, or other devices on any Traffic Signal.
- C. Striping or painting upon any road surface that would create a new travel lane, eliminate a travel lane, or re-direct traffic (such as a painted turn arrow).
- D. Closure of one or more lanes of County Line Road other than closure resulting from an emergency pursuant to section II(7) of this Agreement.
- E. A Party's intentional stockpiling or placing of snow or ice removed from the Party's jurisdiction upon property located in the other Party's jurisdiction.

3. Subsequent Agreements/Programs Intended. The Parties intend to negotiate and if mutually acceptable to approve subsequent agreements (or, if necessary, to formally amend this Agreement) for the joint, cooperative, and efficient operation and management of County Line Road. Such agreements may include, but are not limited to the following:

- Incorporation of that segment of County Line Road located within the right-of-way of I-25 into the definition of "County Line Road" (together with appurtenant traffic control signals and equipment) so that the Parties may jointly participate in the management of traffic, signalization, and maintenance of such segment of County Line Road.

- Snow Removal Program
- Directional Signage Program
- Traffic Code Enforcement and Jurisdiction
- Construction and Right-of-way Permit Issuance and Waiver of Fees
- Disconnection and Annexation of Portions of County Line Road

Failure by the Parties to mutually approve subsequent agreements or programs shall not affect the validity or effectiveness of this Agreement and no such agreement or program shall be deemed to amend this Agreement unless such agreement or program affirmatively and specifically states that an amendment of this Agreement is intended.

4. Resurfacing of Westbound Lanes of County Line Road.

A. Lone Tree shall cause the following portions of County Line Road to be resurfaced with a two (2) inch mill and overlay performed in accordance with Lone Tree's policies and practices commonly used for similar streets within Lone Tree's jurisdiction:

1. The entire portion of County Line Road located north of the Road Centerline; and
2. All westbound lanes of that portion of County Line Road described in Exhibit E,

which project (both paragraphs 4(A)(1) and 4(A)(2) shall be collectively known as the "Resurfacing Project."

B. Lone Tree shall initially pay all expenses of and manage the Resurfacing Project to completion and final acceptance of the work. The Resurfacing Project shall:

1. Be completed by a contractor(s) of Lone Tree's choice and inspected and accepted by Lone Tree within seven (7) months of the execution of this Agreement (or at a later date as mutually approved by the Parties), while adhering to mutually agreed upon paving standards, including acceptable pavement temperatures for placement of final asphalt pavement surfaces; and
2. Be subject to a warranty from the contractor(s) (and not from Lone Tree, either express or implied) which is expressly transferrable to Centennial for all work performed which contractor(s) warranty shall be for a term and subject to such

conditions commonly required by Lone Tree for similar street resurfacing projects; and

3. Immediately following Lone Tree's final inspection and acceptance of the completed Resurfacing Project, Lone Tree shall cause the contractor(s) warranty or warranties for the Resurfacing Project to be transferred to Centennial.
- C. On or before July 1, 2013, Centennial shall pay to Lone Tree \$91,414.00 plus simple interest of 20 basis points on such amount calculated from the issuance by Lone Tree of a notice to proceed to the contractor receiving the award of the Resurfacing Project contract (the "First Half Reimbursement Amount"). For purposes of this Agreement, Centennial's obligation for payment to Lone Tree of the First Half Reimbursement Amount shall be deemed to arise on January 1, 2013.
- D. On or before July 1, 2014, Centennial shall pay to Lone Tree \$91,414.00 plus simple interest of 20 basis points on such amount calculated from the issuance by Lone Tree of a notice to proceed to the contractor receiving the award of the Resurfacing Project contract (the "Second Half Reimbursement Amount"). For purposes of this Agreement, Centennial's obligation for payment to Lone Tree of the Second Half Reimbursement Amount shall be deemed to arise on January 1, 2014.

V. TERM AND TERMINATION

1. Term. This Agreement shall be effective on the 1st day of December, 2012 at 12:01 a.m., (the "Effective Date") and shall remain effective until terminated in accordance with this section or as may be otherwise permitted by this Agreement.

2. Mutual Termination. The Parties may mutually agree in writing to terminate this Agreement. A Party may refuse a request to terminate this Agreement for any or no reason and a Party's refusal to Consent to a request to terminate this Agreement shall not be subject to Dispute Resolution (Section VI).

3. Unilateral Termination. Either Party may terminate this Agreement without cause or reason by providing written notice of termination ("Notice of Termination") to the other Party which notice complies with the requirements of this section V(3) and section VII(B) of this Agreement. Such notice shall specifically reference this Agreement and this Section V(3), be delivered to the other Party prior to June 30th of the calendar year preceding the calendar year in which the termination will be effective, and state a termination time and date of 11:59 p.m. on a December 31. By way of example and not limitation, if a Party desires to terminate this Agreement effective December 31,

2018, Notice of Termination must be delivered to the other Party no later than June 30, 2016 in order for the Notice of Termination to be valid and effective.

4. Termination for Cause. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section, "reasonable time" shall be not less than ten (10) business days.

VI. DISPUTE RESOLUTION

1. Applicability of this Section. This Section VI shall apply to any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof except for: (a) any dispute, claim, question, or disagreement expressly exempted from Dispute Resolution by this Agreement; and (b) any dispute, claim, question, or disagreement that asserts or seeks a determination of a Party's claim of right, title, or interest in the ownership of Traffic Signals and Traffic Signal Equipment.

2. Arbitration Required. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If a solution is not reached within sixty (60) days of the first notice of such dispute, claim, question, or disagreement, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the Judicial Arbiter Group (JAG), 1601 Blake Street, Suite 400, Denver, Colorado 80202 (the "Arbiter") in accordance with the Colorado Revised Uniform Arbitration Act (Title 13, Article 22, Part 2, C.R.S.), the provisions of JAG's arbitration rules, and the provisions of this Section VI ("Dispute Resolution"). The Parties may mutually select a different Arbiter and may mutually agree in writing to alter, amend, waive, delete, supplement, or otherwise change provisions of the Colorado Revised Uniform Arbitration Act as may be permitted by such Act. In arbitration of any dispute, claim, question, or disagreement, the provisions of Section I, Paragraph 4 ("Interpretation") and Section I, Paragraph 5 ("Good Faith") shall be applied.

3. Arbiter Costs, Fees, and Expenses. Costs, fees, and expenses charged by the Arbiter shall be equally shared by the Parties and timely paid.

4. Recovery of Costs and Fees by a Party. In any matter subject to arbitration pursuant to this Agreement, each Party shall bear its costs and attorney's fees; except, however, that the Arbiter may award costs and/or attorneys fees, at the

Arbiter's discretion, where the Arbiter finds that the position taken by a Party was groundless or frivolous.

5. Appeal or Review of Arbiter Award or Decision. Any application for judicial relief regarding an arbitration award or decision pursuant to C.R.S. § 13-22-205 shall be made only in Jefferson or Adams County.

VII. MISCELLANEOUS PROVISIONS

1. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies available in law or in equity; provided, however, that the parties intend that specific performance or injunctive relief and not monetary damages shall be the preferred remedy for breach of this Agreement if, and to the extent, permitted by Colorado law. Where specific performance or injunctive relief is found to be impossible to achieve or wholly inadequate and monetary damages are found as the only means to adequately compensate the performing party for breach, monetary damages shall be limited to not more than one hundred fifty thousand dollars (\$150,000) inclusive of all damages, costs, and attorney's fees.

2. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Lone Tree: City of Lone Tree
9220 Kimmer Drive, Suite 100
Lone Tree, Colorado 80124
Attention: City Manager

With a copy to: Lone Tree City Attorney
White Bear and Ankele Professional Corporation
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122

City of Centennial: City of Centennial
13133 E. Arapahoe Road
Centennial, Colorado 80112
Attention: City Manager

With a copy to: Centennial City Attorney
Widner Michow & Cox, LLP
13133 E. Arapahoe Road, Suite 100
Centennial, Colorado 80112

3. Appropriation. Pursuant to C.R.S. § 29-1-110, any financial obligations of Lone Tree and Centennial contained herein that are payable after the current fiscal year are subject to annual appropriation. The Parties each represent that they have appropriated or have adequate reserve funds readily available for appropriation to meet any financial obligation that may arise following the Party's election to terminate this Agreement. The Parties each represent to the other that this Agreement does not violate Article X, section 20 of the Colorado Constitution (TABOR) and that as agreed in Section 7 immediately below there are no intended third party beneficiaries of this Agreement entitled to the benefits hereof or obtaining any rights to enforce this Agreement or bring claims under TABOR.

4. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

5. Colorado Law. The laws of the State of Colorado shall govern this Agreement. Venue for any action, other than Dispute Resolution pursuant to Section VI of this Agreement, shall be in the District Court, County of Jefferson or County of Adams, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal. The Parties may mutually Consent to venue in any other court other than Douglas or Arapahoe Counties.

6. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

7. No Third Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

8. Assignment. Neither Party may assign this Agreement without the prior express written Consent of the other Party. Any attempted assignment that violates the provisions of this section shall be null and void and without effect. Nothing herein shall prevent either Party from entering into an agreement with a third Party to perform services in connection with this Agreement, provided that each Party shall remain responsible for the performance of its respective obligations under this Agreement.

9. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

10. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to a Party, its officials, employees, contractors, or agents, or any other

person acting on behalf of a Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.

11. Cooperation Concerning Third Party Claims. Each Party shall promptly deliver to the other Party a copy of the following document(s) after receipt:

- A. Any written letter, statement, or electronic mail message received by a Party asserting harm, damage, or claim of any nature against the City of Lone Tree or the City of Centennial arising or resulting from the performance or failure to perform pursuant to this Agreement.
- B. Any written notice of claim whether or not made pursuant to C.R.S. § 24-10-109 asserting that the City of Lone Tree or the City of Centennial committed or is responsible for any intentional tort or negligence occurring within County Line Road or affecting or involving any Traffic Signal or Traffic Signal Control Equipment,
- C. Any complaint filed in any state or federal court which names the City of Lone Tree or the City of Centennial, or an official, officer, employee, contractor, or agent of Lone Tree or Centennial which complaint cites or references this Agreement, any agreement or program created or adopted pursuant to section IV(3) of this Agreement, County Line Road, or a Traffic Signal or Traffic Signal Control Device.

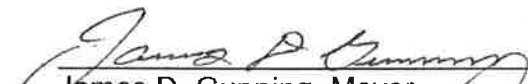
IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto effective as of the date first written above.



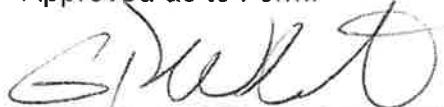
CITY OF LONE TREE, COLORADO

ATTEST:


Jennifer Pettinger, CMC, City Clerk


James D. Gunning, Mayor

Approved as to Form:


Gary R. White, City Attorney

CITY OF CENTENNIAL, COLORADO




Cathy Noon, Mayor

, ATTEST:



Brenda Madison, MMC, City Clerk

Approved as to Form:



Robert C. Widner, City Attorney

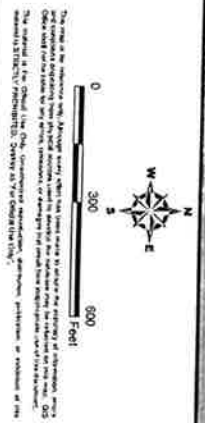
- Exhibit A – County Line Road Map
- Exhibit B – Influence Areas (May be inserted pursuant to Section I(2) Definition of Influence Area(s))
- Exhibit C – Road Centerline
- Exhibit D – DRCOG Signal Timing Plan
- Exhibit E – Northbound County Line Road I-25 Lane Resurfacing
- Exhibit F – Seasonal Signal Timing Plan

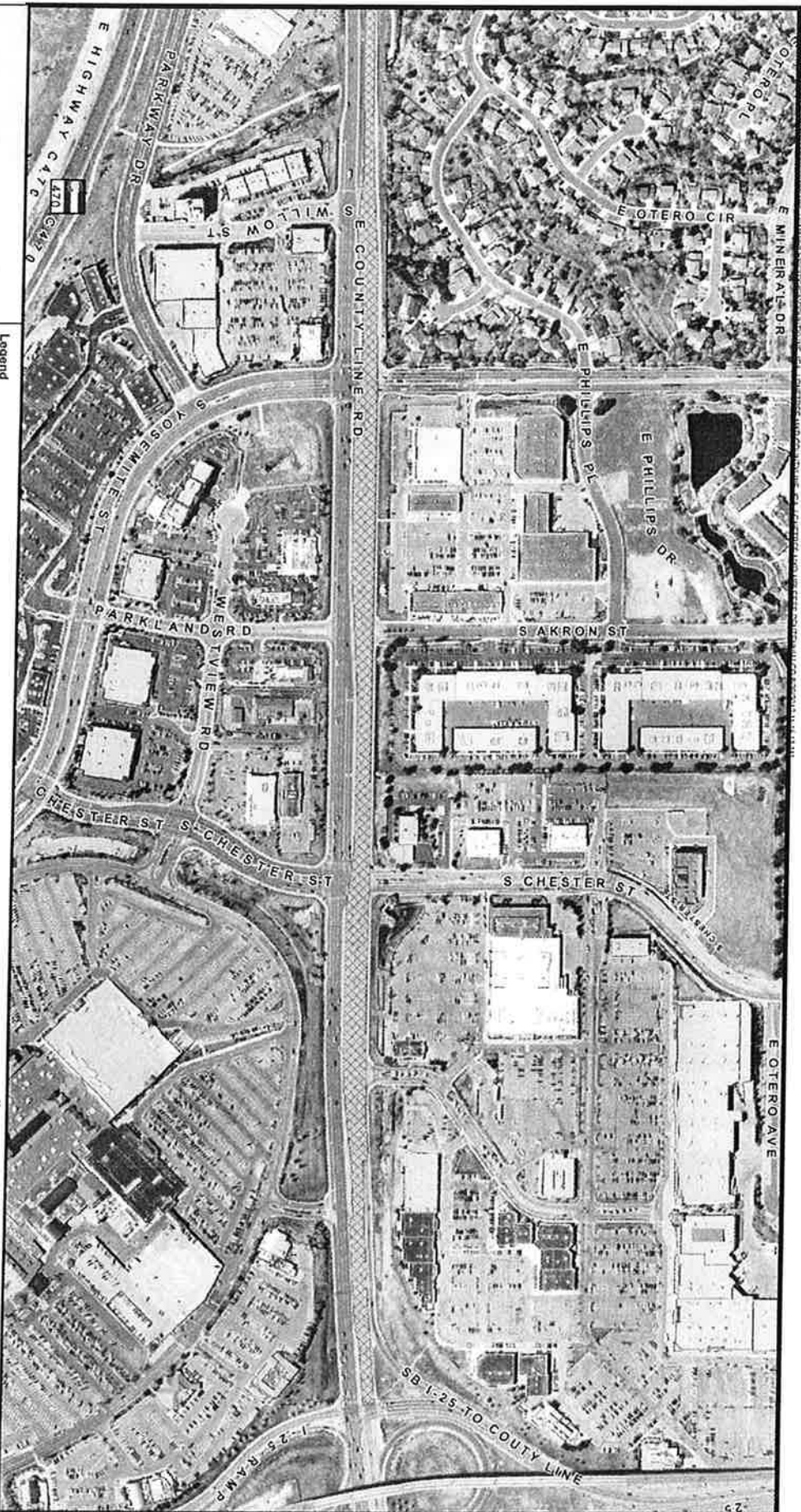


Legend

Westbound County Line Road (393,987.20 sq ft)

Exhibit A - County Line Road





Legend

Westbound County Line Road (393,987.20 sq ft)

Exhibit A - County Line Road

INDEX MAP



This map is for informational purposes only. It does not constitute a contract or warranty of any kind. The City of Centennial and the City of Westbound County Line Road are not responsible for any errors or omissions on this map. The map is not to be used for any other purpose without the written consent of the City of Centennial and the City of Westbound County Line Road.



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Westbound County Line Road
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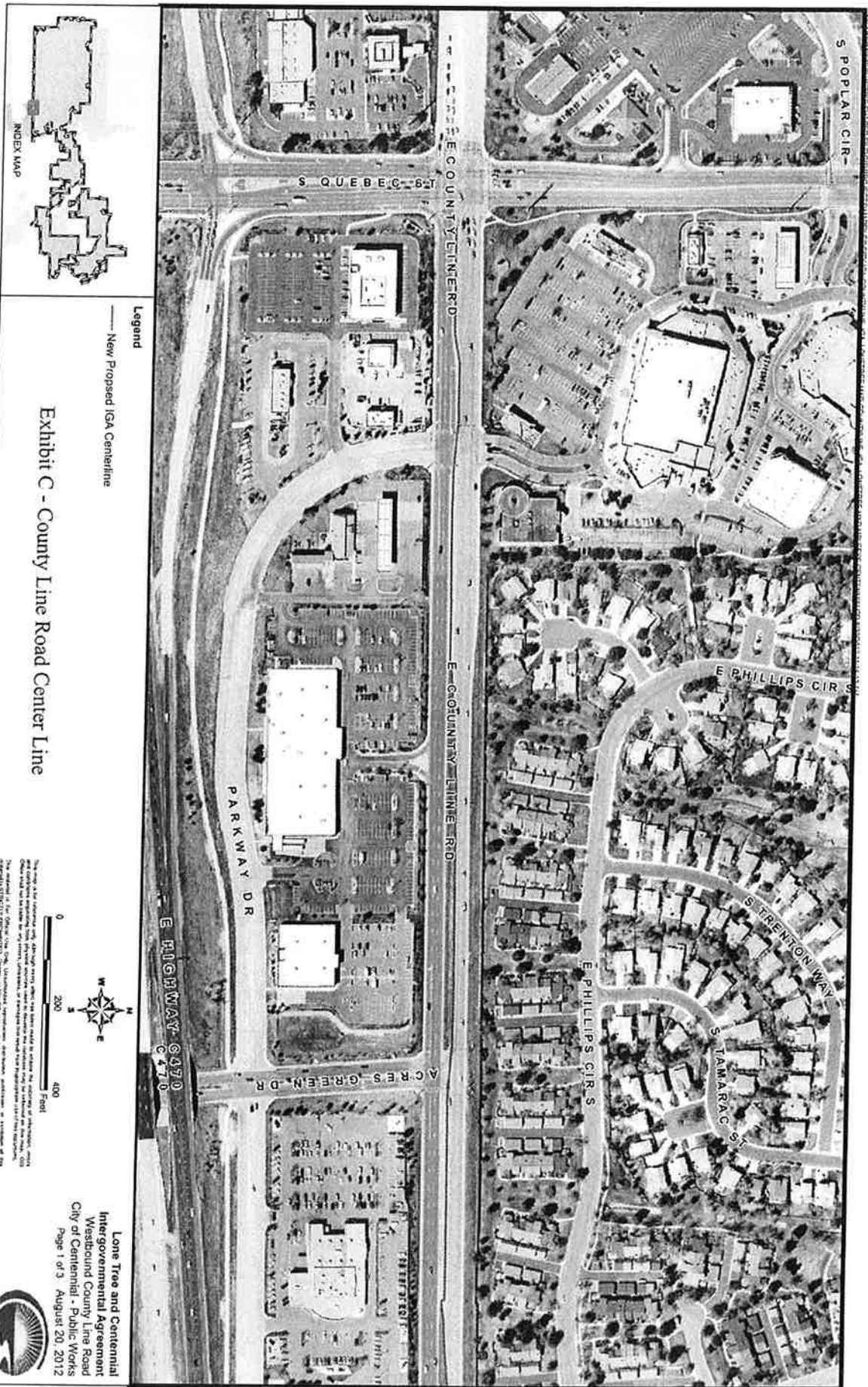
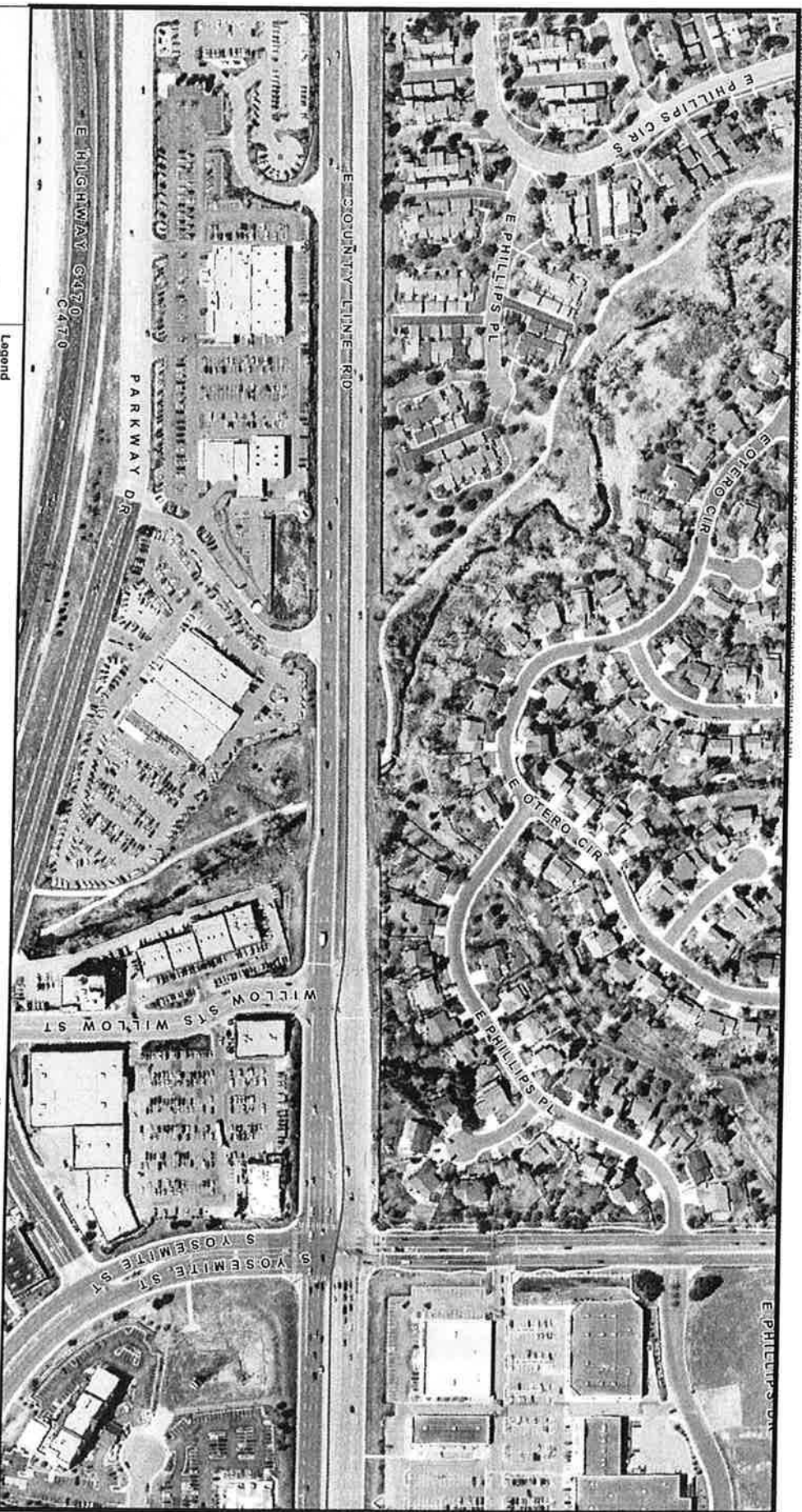


Exhibit C - County Line Road Center Line

This map is for reference only. Although every effort has been made to ensure the accuracy of the information shown on this map, the user should not rely on it for any purpose. The user should consult the appropriate authorities for the most current information. The user should also consult the appropriate authorities for the most current information.





Legend

— New Proposed IGA Centerline

Exhibit C - County Line Road Center Line



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This map is for reference only. It is not intended to be used as a legal document. The map is not a warranty of any kind. The map is not a representation of any kind. The map is not a guarantee of any kind. The map is not a promise of any kind. The map is not a statement of any kind. The map is not a declaration of any kind. The map is not a certification of any kind. The map is not a confirmation of any kind. The map is not a finding of any kind. The map is not a conclusion of any kind. The map is not a judgment of any kind. The map is not an opinion of any kind. The map is not a belief of any kind. The map is not a faith of any kind. The map is not a trust of any kind. The map is not a hope of any kind. The map is not a wish of any kind. The map is not a dream of any kind. The map is not a vision of any kind. The map is not a goal of any kind. The map is not a purpose of any kind. The map is not a mission of any kind. The map is not a vision of any kind. The map is not a goal of any kind. The map is not a purpose of any kind. The map is not a mission of any kind.



Legend

— New Proposed IGA Centerline

Exhibit C - County Line Road Center Line



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Exhibit D - DRCOG Signal Timing Plan

Existing Traffic Signal Coordination Data* County Line Rd - Parkway to Chester

		704 County Line & Willow	721 County Line & Yosemite St	722 County Line & Parkway	723 County Line & Chester	724 County Line & Acres Green
Pattern 1 - AM Peak	Cycle	120	120	106	120	106
	Offset	47	26	6	33	17
	Sequence	1	7	1	2	1
	Splits	ø1	13	11	15	20
		ø2	91	60	70	61
		ø3	0	14	0	12
		ø4	16	35	21	27
		ø5	0	47	15	20
		ø6	104	24	70	61
		ø7	0	19	0	13
		ø8	16	30	21	26
Pattern 2 - PM Peak	Cycle	120	120	120	120	120
	Offset	65	115	112	115	65
	Sequence	1	7	1	2	1
	Splits	ø1	12	18	12	41
		ø2	84	42	75	32
		ø3	0	17	0	17
		ø4	24	43	33	30
		ø5	0	15	12	24
		ø6	96	45	75	49
		ø7	0	23	0	25
		ø8	24	37	33	22
Pattern 3 - Off Peak	Cycle	104	104	104	104	104
	Offset	50	17	95	5	7
	Sequence	1	7	1	2	1
	Splits	ø1	20	12	14	28
		ø2	54	43	60	32
		ø3	0	15	0	18
		ø4	30	34	30	26
		ø5	0	14	14	23
		ø6	74	41	60	37
		ø7	0	14	0	22
		ø8	30	35	30	22
Pattern 4 -Weekends & Holidays	Cycle	100	100	*	100	*
	Offset	82	58	*	3	*
	Sequence	1	6	*	3	*
	Splits	ø1	12	21	*	24
		ø2	70	27	*	30
		ø3	0	23	*	17
		ø4	18	29	*	29
		ø5	0	18	*	24
		ø6	82	30	*	30
		ø7	0	21	*	18
		ø8	18	31	*	28

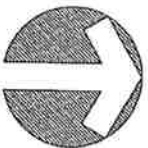
*Data existing as of 8/22/2012.

*ID 722 and 724 run Pattern 3 on weekends and holidays.

ø1 WBL, ø2 EBT, ø3 NBL, ø4 SBT, ø5 EBL, ø6 WBT, ø7 SBL, ø8 NBT

Sequences				
Sequence 1	ø1	ø2	ø3	ø4
	ø5	ø6	ø7	ø8
Sequence 2	ø1	ø2	ø3	ø4
	ø6	ø5	ø7	ø8
Sequence 3	ø2	ø1	ø3	ø4
	ø5	ø6	ø7	ø8
Sequence 6	ø1	ø2	ø3	ø4
	ø6	ø5	ø8	ø7
Sequence 7	ø2	ø1	ø3	ø4
	ø5	ø6	ø8	ø7

EXHIBIT E COUNTY LINE ROAD-ADDED OVERLAY



NORTH

1,250
0
1,250
scale 1"=1,250'
feet



AREA OF INTEREST

Exhibit F - Seasonal Signal Timing Plan

Existing Traffic Signal Coordination Data*
County Line Rd - Willow to Chester

				704 County Line & Willow	721 County Line & Yosemite	723 County Line & Chester					704 County Line & Willow	721 County Line & Yosemite	723 County Line & Chester					704 County Line & Willow	721 County Line & Yosemite	723 County Line & Chester			
Pattern 1	Cycle	Offset	Sequence		120	120	120	Pattern 11	Cycle	Offset	Sequence		120	120	120	Pattern 15	Cycle	Offset	Sequence		75	75	75
					47	26	33						10	112	112						61	58	25
					1	7	2						3	15	14						3	16	7
	Splits			Φ1	13	11	20		Splits			Φ1	23	22	25		Splits			Φ1	14	11	15
				Φ2	91	60	61					Φ2	64	36	32					Φ2	44	27	21
				Φ3	0	14	12					Φ3	0	18	12					Φ3	0	15	12
				Φ4	16	35	27					Φ4	33	44	51					Φ4	17	22	27
				Φ5	0	47	20					Φ5	0	17	21					Φ5	0	11	15
				Φ6	104	24	61					Φ6	87	41	36					Φ6	58	27	21
				Φ7	0	19	13					Φ7	0	28	27					Φ7	0	18	15
Φ8				16	30	26	Φ8	33				34	36	Φ8	17	19				24			
Pattern 2	Cycle	Offset	Sequence		120	120	120	Pattern 12	Cycle	Offset	Sequence		100	100	100	Pattern 16	Cycle	Offset	Sequence		60	60	60
					65	115	115						41	30	32						41	35	13
					1	7	2						3	7	2						1	8	15
	Splits			Φ1	12	18	41		Splits			Φ1	19	20	24		Splits			Φ1	10	11	14
				Φ2	84	42	32					Φ2	58	35	30					Φ2	35	21	19
				Φ3	0	17	17					Φ3	0	13	14					Φ3	0	12	10
				Φ4	24	43	30					Φ4	23	32	32					Φ4	15	16	17
				Φ5	0	15	24					Φ5	0	15	23					Φ5	0	11	12
				Φ6	96	45	49					Φ6	77	40	31					Φ6	45	21	21
				Φ7	0	23	25					Φ7	0	24	17					Φ7	0	15	11
Φ8				24	37	22	Φ8	23				21	29	Φ8	15	13				16			
Pattern 3	Cycle	Offset	Sequence		104	104	104	Pattern 13	Cycle	Offset	Sequence		120	120	120	Pattern 17	Cycle	Offset	Sequence		70	70	70
					50	17	5						32	2	2						26	25	51
					1	7	2						3	15	10						1	10	16
	Splits			Φ1	20	12	28		Splits			Φ1	17	17	35		Splits			Φ1	13	12	17
				Φ2	54	43	32					Φ2	77	37	29					Φ2	40	25	18
				Φ3	0	15	18					Φ3	0	17	18					Φ3	0	13	13
				Φ4	30	34	26					Φ4	26	49	38					Φ4	17	20	22
				Φ5	0	14	23					Φ5	0	15	23					Φ5	0	11	18
				Φ6	74	41	37					Φ6	94	39	41					Φ6	53	26	17
				Φ7	0	14	22					Φ7	0	35	24					Φ7	0	15	14
Φ8				30	35	22	Φ8	26				31	32	Φ8	17	18				21			
Pattern 4	Cycle	Offset	Sequence		100	100	100	Pattern 14	Cycle	Offset	Sequence		100	100	100	Pattern 18	Cycle	Offset	Sequence		70	70	70
					82	58	3						35	24	20						29	22	18
					1	6	3						3	11	10						3	7	14
	Splits			Φ1	12	21	24		Splits			Φ1	15	18	20		Splits			Φ1	13	11	16
				Φ2	70	27	30					Φ2	59	37	29					Φ2	37	23	24
				Φ3	0	23	17					Φ3	0	19	12					Φ3	0	17	14
				Φ4	18	29	29					Φ4	26	26	39					Φ4	20	19	16
				Φ5	0	18	24					Φ5	0	17	23					Φ5	0	11	17
				Φ6	82	30	30					Φ6	74	38	26					Φ6	50	23	23
				Φ7	0	21	18					Φ7	0	27	21					Φ7	0	14	14
Φ8				18	31	28	Φ8	26				18	30	Φ8	20	22				16			
Pattern 10	Cycle	Offset	Sequence		100	100	100	Pattern 11	Cycle	Offset	Sequence		120	120	120	Pattern 15	Cycle	Offset	Sequence		75	75	75
					38	30	33						10	112	112						61	58	25
					3	7	2						3	15	14						3	16	7
	Splits			Φ1	25	21	23		Splits			Φ1	23	22	25		Splits			Φ1	14	11	15
				Φ2	47	28	28					Φ2	64	36	32					Φ2	44	27	21
				Φ3	0	15	13					Φ3	0	18	12					Φ3	0	15	12
				Φ4	28	36	36					Φ4	33	44	51					Φ4	17	22	27
				Φ5	0	15	20					Φ5	0	17	21					Φ5	0	11	15
				Φ6	72	34	31					Φ6	87	41	36					Φ6	58	27	21
				Φ7	0	27	21					Φ7	0	28	27					Φ7	0	18	15
Φ8				28	24	28	Φ8	33				34	36	Φ8	17	19				24			

* Data existing as of 10/20/12

Φ1 WBL, Φ2 EBT, Φ3 NBL, Φ4 SBT, Φ5 EBL, Φ6 WBT, Φ7 SBL, Φ8 NBT

Exhibit F - Seasonal Signal Timing Plan

Sequences

Sequence 1	Ø1	Ø2	Ø3	Ø4
	Ø5	Ø6	Ø7	Ø8
Sequence 2	Ø1	Ø2	Ø3	Ø4
	Ø6	Ø5	Ø7	Ø8
Sequence 3	Ø2	Ø1	Ø3	Ø4
	Ø5	Ø6	Ø7	Ø8
Sequence 6	Ø1	Ø2	Ø3	Ø4
	Ø6	Ø5	Ø8	Ø7
Sequence 7	Ø2	Ø1	Ø3	Ø4
	Ø5	Ø6	Ø8	Ø7
Sequence 8	Ø2	Ø1	Ø3	Ø4
	Ø6	Ø5	Ø8	Ø7
Sequence 10	Ø1	Ø2	Ø4	Ø3
	Ø6	Ø5	Ø7	Ø8
Sequence 11	Ø2	Ø1	Ø4	Ø3
	Ø5	Ø6	Ø7	Ø8
Sequence 14	Ø1	Ø2	Ø4	Ø3
	Ø6	Ø5	Ø8	Ø7
Sequence 15	Ø2	Ø1	Ø4	Ø3
	Ø5	Ø6	Ø8	Ø7
Sequence 16	Ø2	Ø1	Ø4	Ø3
	Ø6	Ø5	Ø8	Ø7

Exhibit F - Seasonal Signal Timing Plan

723 - County Line & Chester							November 2012	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
00:00 P 254\1 D 2 08:00 P 41 D 2 22:00 P 254\1 D 2	4 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	5 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	6 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	7 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	8 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	9 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	10	
00:00 P 254\1 D 2 08:00 P 41 D 2 22:00 P 254\1 D 2	11 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	12 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	13 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	14 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	15 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	16 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	17	
00:00 P 254\1 D 2 08:00 P 41 D 2 22:00 P 254\1 D 2	18 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	19 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	20 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	21 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	22 00:00 P 254\1 D 20 08:00 P 41 D 20 22:00 P 254\1 D 20	23 00:00 P 254\1 D 16 05:30 P 16 D 16 10:30 P 17 D 16 14:30 P 18 D 16 23:00 P 254\1 D 16	24	
00:00 P 254\1 D 15 08:00 P 14 D 15 13:30 P 15 D 15 22:30 P 254\1 D 15	25 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	26 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	27 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	28 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	29 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1	30 00:00 P 254\1 D 1 06:00 P 11 D 1 08:30 P 31 D 1 15:00 P 21 D 1 18:30 P 31 D 1 22:00 P 254\1 D 1		10/16/2012 5:14 PM Standard

723 - County Line & Chester

December 2012

723 - County Line & Chester

December 2012

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00 P 254 \ D 15 08:00 P 14 \ D 15 13:30 P 15 \ D 15 22:30 P 254 \ D 15	2 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	3 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	4 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	5 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	6 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	7 00:00 P 254 \ D 14 08:00 P 14 \ D 14 22:30 P 254 \ D 14
00:00 P 254 \ D 15 08:00 P 14 \ D 15 13:30 P 15 \ D 15 22:30 P 254 \ D 15	9 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	10 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	11 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	12 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	13 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	14 00:00 P 254 \ D 14 08:00 P 14 \ D 14 22:30 P 254 \ D 14
00:00 P 254 \ D 15 08:00 P 14 \ D 15 13:30 P 15 \ D 15 22:30 P 254 \ D 15	16 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	17 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	18 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	19 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	20 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	21 00:00 P 254 \ D 14 08:00 P 14 \ D 14 22:30 P 254 \ D 14
00:00 P 254 \ D 15 08:00 P 14 \ D 15 13:30 P 15 \ D 15 22:30 P 254 \ D 15	23 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	24 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	25 00:00 P 254 \ D 20 06:00 P 1 \ D 20 08:30 P 10 \ D 20 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	26 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	27 00:00 P 254 \ D 10 06:00 P 1 \ D 10 08:30 P 10 \ D 10 14:00 P 11 \ D 10 19:30 P 10 \ D 10 22:30 P 254 \ D 10	28 00:00 P 254 \ D 14 08:00 P 14 \ D 14 22:30 P 254 \ D 14