

**Appendix M**  
**Memorandum of Agreement among Parties**  
**Regarding the Selection of the Preferred Alternative**  
**for the PEL Study**

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**MEMORANDUM OF AGREEMENT  
AMONG  
COLORADO DEPARTMENT OF TRANSPORTATION,  
CITY OF PUEBLO, PUEBLO COUNTY,  
AND PUEBLO WEST METROPOLITAN DISTRICT  
REGARDING THE SELECTION OF THE PREFERRED ALTERNATIVE  
FOR  
US-50 WEST PUEBLO PLANNING AND ENVIRONMENTAL LINKAGE STUDY**

1. **PURPOSE:** The purpose of this Memorandum of Agreement (MOA) is to establish the mutual agreement of the parties regarding the selection of the Preferred Alternative of the US 50 West Pueblo Planning and Environmental Linkage (PEL) Study and to establish the mutual agreement regarding the implementation of the Preferred Alternative as defined by the US 50 West PEL Study report.
2. **BACKGROUND:** A PEL study provides an opportunity to consider environmental and community issues early in the planning process before formal environmental clearance begins. The section of US 50 studied extends about 11.8 miles from Swallows Road west of the Pueblo West Metropolitan District (at milepost 301.72) to Baltimore Avenue within the City of Pueblo (at milepost 313.52). Colorado Department of Transportation (CDOT) Region 2 conducted this PEL Study because this section of US 50 currently experiences peak-hour congestion and above average crash rates, particularly in the eastern end of the Corridor.

The PEL Study addressed the following:

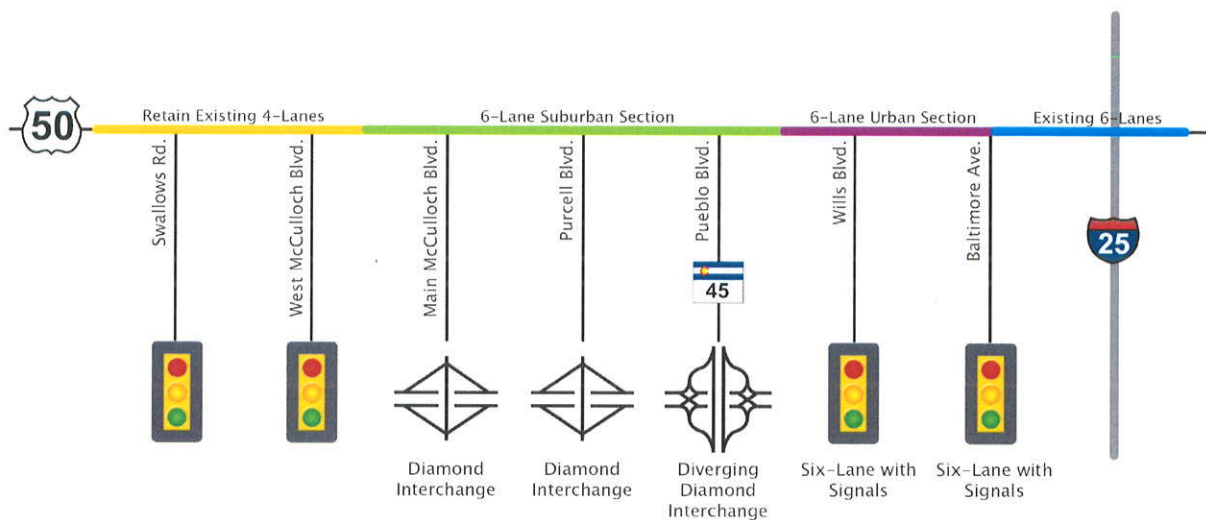
- Improving the safety of the Corridor
- Increasing the mobility of and relieving the traffic congestion on US 50
- Minimizing any detrimental Level of Service impacts on the surrounding network while improving US 50
- Accommodating multimodal connectivity (including local pedestrian and bicycle trails)
- Maintaining reasonable access to future growth

During the PEL Study process, CDOT invited representatives of the City of Pueblo, Pueblo County, the Pueblo West Metropolitan District, and the Pueblo Area Council of Governments (PACOG) to form the Technical Advisory Team that met monthly throughout the duration of study to participate in the alternative development and the decision-making processes. CDOT also formed the Policy Advisory Team by inviting a representative from Pueblo West Metropolitan District to the ongoing bimonthly coordination meetings with Pueblo County and the City of Pueblo to inform on the status of the study process.

The PEL Study was conducted consistent with 23 CFR 450 (Planning Regulations) and other Federal Highway Administration (FHWA) policy on the PEL process.

- 3. DESCRIPTION OF THE PREFERRED ALTERNATIVE:** The Preferred Alternative is the widening of US 50 to six lanes east of Main McCulloch Boulevard; building diamond interchanges at Main McCulloch Boulevard and Purcell Boulevard; and building a diverging diamond interchange at Pueblo Boulevard. The Preferred Alternative retains the existing traffic signals at Wills Boulevard and Baltimore Avenue, as well as adds two new signals at Swallows Road and West McCulloch Boulevard. The Preferred Alternative also includes a 3,970-foot noise wall along the south side of US 50 between West McCulloch Boulevard and Main McCulloch Boulevard and a pedestrian/bicycle trail, to be located on the south side of US 50 from west of Wills Boulevard to Main McCulloch Boulevard.

The figure below illustrates the Preferred Alternative. The US 50 West PEL Study report includes the details of the Preferred Alternative.

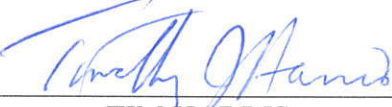


- 4. IMPLEMENTATION PLAN:** The implementation plan will be added to the US 50 West PEL Study report as an addendum. The Technical Advisory Team will meet monthly to participate in the decision-making processes, development, and eventual approval of an implementation plan for US 50.
- 5. RESPONSIBILITY FOR COST OF IMPLEMENTATING THE PREFERRED ALTERNATIVE:** This agreement does not represent the commitment on any funding contribution to the implementation of the Preferred Alternative by any of the parties to this agreement.
- 6. TERMINATION OF THE AGREEMENT:** Any party to this agreement may suspend it at any time by written notice to the other parties. If this occurs, the parties agree to consult further to determine whether the issues can be resolved and this agreement re-implemented in an amended form.

7. **EFFECTIVE DATE:** This agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until superseded, rescinded, or modified by written, mutual agreement of ALL parties.

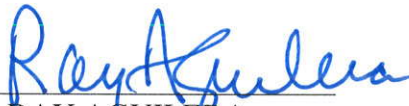
**8. ACCEPTANCE OF AGREEMENT:**

**State of Colorado, for and behalf of Colorado Department of Transportation**

By:   
TIM HARRIS  
Chief Engineer  
Colorado Department of Transportation

11/26/12  
DATE

**City of Pueblo, a Municipal Corporation**

By:   
RAY AGUILERA  
President of City Council  
County of Pueblo, Colorado

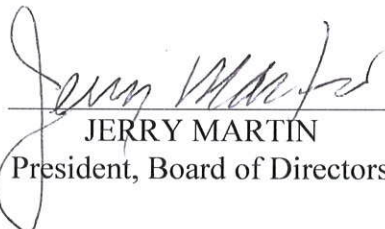
12-27-11  
DATE

**County of Pueblo**

By:   
JOHN B. CORDOVA, SR.  
Chair, Board of Pueblo County Commissioners

1/5/2012  
DATE

**Pueblo West Metropolitan District**

By:   
JERRY MARTIN  
President, Board of Directors

12/13/11  
DATE



A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, THE COLORADO DEPARTMENT OF TRANSPORTATION, PUEBLO COUNTY, AND PUEBLO WEST METROPOLITAN DISTRICT REGARDING THE SELECTION OF THE PREFERRED ALTERNATIVE FOR US-50 WEST PUEBLO PLANNING AND ENVIRONMENTAL LINKAGE STUDY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Memorandum of Agreement, between the City of Pueblo, a Municipal Corporation, the Colorado Department of Transportation, Pueblo County, and Pueblo West Metropolitan District regarding the selection of the preferred alternative for US-50 Pueblo Planning and Environmental Linkage Study, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The President of the City Council is hereby authorized to execute and deliver the Memorandum of Agreement in the name of the City, and the City Clerk is directed to attest same and affix the Seal of the City thereto.

INTRODUCED: December 27, 2011

BY: Leroy Garcia  
COUNCILPERSON

APPROVED: Ray Garcia  
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Gina Dutcher  
CITY CLERK

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