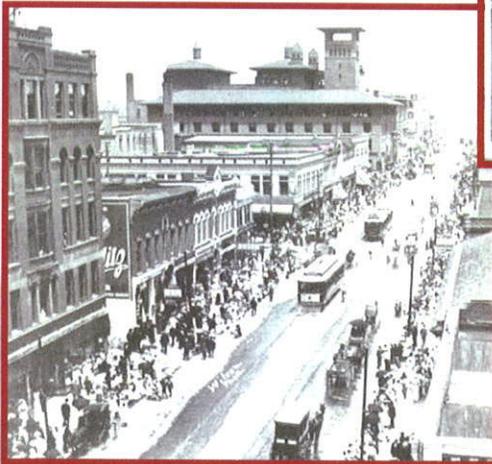
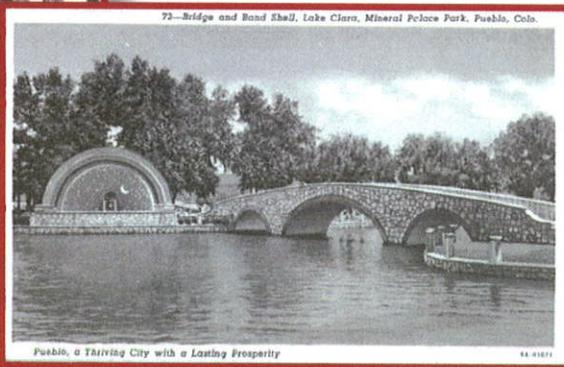
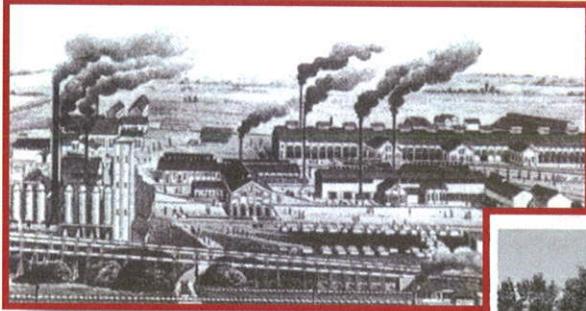


APPENDIX F

Memorandum of Understanding between the
City of Pueblo and
Colorado Department of Transportation

Memorandum of Understanding

Between the City of Pueblo and Colorado Department of Transportation



**Colorado Department
of Transportation**

**CDOT Project No.
IM 0251-156**

**Project Control No.
12831**



the
New Pueblo Freeway

February 2010

**MEMORANDUM OF
UNDERSTANDING**

THIS MEMORANDUM, made this 24th day of March, 2010, by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the State or CDOT, and THE CITY OF PUEBLO, a Municipal Corporation, P.O. Box 1427, Pueblo, Colorado, 81003, CDOT Vendor Number 2000036, hereinafter referred to as "the Local Agency" or "the City".

RECITALS

CDOT is preparing an Environmental Impact Statement to address the need to improve I-25 through Pueblo from 29th Street to Pueblo Boulevard (S.H. 45) in Pueblo, Colorado, hereinafter referred to as the "Project"; and

CDOT and the City acknowledge that the Environmental Impact Statement relies upon understandings between CDOT and the City as to ownership and maintenance responsibilities of anticipated improvements associated with the Project; and

CDOT and the City wish to enter into this Memorandum of Understanding to document their respective understandings of future ownership and maintenance responsibilities for the anticipated improvements associated with the Project in order for the Environmental Impact Statement to be finalized; and

CDOT and the City acknowledge that neither can enter into an Intergovernmental Agreement (IGA) at this time because there is insufficient information regarding the availability and timing of necessary Project design and construction funding; and

CDOT and the City intend to enter into an IGA at such time as there is a commitment to adequate Project funding to satisfy the needs of CDOT and the City. The IGA will only address the final, preferred alternative.

In anticipation of the initiation and completion of the construction of the "Project", CDOT and the City desire to set forth their mutual understanding of the division of ownership

and responsibility for maintenance, as more specifically described in Exhibit A, and Attachment A-1 thru Attachment A-5; and

The City is adequately staffed and suitably equipped to undertake and satisfactorily carry out their responsibilities under this Memorandum; and

This Memorandum is executed by the State under authority of Sections §§43-1-106, 43-1-110, 43-1-201 et seq., 43-2-102 and 43-2-144 C.R.S., as amended; and

This Memorandum is executed by the City under the authority of an appropriate Ordinance duly passed and adopted by the authorized representatives of the City, which also establishes the authority under which the City enters into this Memorandum and is attached hereto as Exhibit B and made a part hereof; and

NOW, THEREFORE, it is hereby agreed that:

I. PROJECT DESCRIPTION

“The Project” under this Memorandum shall consist of the reconstruction of I-25 through Pueblo from 29th Street to Pueblo Boulevard (S.H. 45) and all amenities and appurtenances as specified in the attached exhibits and addressed in the approved Environmental Impact Statement which is included by reference. The Project has been narrowed to two build alternatives plus the “no build” alternative. One of the build alternatives is referred to as the “Modified I-25 Alignment”. The MOU elements and a pictorial representation are described in Attachment A-1 and A-3. The other build alternative is referred to as the “Existing I-25 Alignment”. MOU elements and a pictorial representation are described in Attachment A-2 and A-4. It is the intent of this Memorandum of Understanding to be applicable to either alternative ultimately selected as the preferred alternative in the Environmental Impact Statement.

II. CDOT COMMITMENTS

A. The State will provide liaison with the City through the State's Region Transportation Director, CDOT Region 2, 905 Erie Avenue, Pueblo, Colorado 81001, (719)546-5400. Said Director will also be responsible for coordinating the State's activities under this Memorandum.

III. CITY COMMITMENTS

- A. The City will provide liaison with the State through the Bureau of Public Works for the City of Pueblo, 211 E. "D" St., Pueblo, Colorado 81003, (719)553-2295.

IV. GENERAL PROVISIONS

- A. This Memorandum of Understanding is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Memorandum on the effective date of such change as if fully set forth herein provided the State gives notice to the City of the specific changes in Federal or State law or implementing regulations and the modifications required by such change. City reserves the right to contest CDOT's interpretation and required changes. Except as provided above, no modification of this Memorandum shall be effective unless agreed to in writing by both parties in an amendment to this Memorandum that is properly executed and approved in accordance with applicable law.
- B. To the extent that this Memorandum may be executed and performance of the parties may be accomplished within the intent of the Memorandum, the terms of this Memorandum are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- C. This Memorandum is intended as the complete integration of all understandings between the parties at this time. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written Memorandum or Intergovernmental Agreement executed and approved pursuant to the State Fiscal Rules.

- D. Except as herein otherwise provided, this Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- E. The term of this Memorandum shall begin the date first above written and shall extend until replaced by an IGA, unless earlier modified or terminated by written agreement of the Parties hereto.
- F. It is expressly understood and agreed that the enforcement of the terms and conditions of this Memorandum shall be strictly reserved to the parties hereto, and nothing contained in this Memorandum shall give or allow any claim or right of action by any other or third person on this Memorandum. It is the express intention of the parties that any person or entity other than the parties receiving services or benefits under this Memorandum be deemed to be an incidental beneficiary only.
- G. The City assures that it possesses the legal authority to enter into this Memorandum. The City warrants that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Memorandum.
- H. Nothing contained herein shall be or be construed to be a waiver by the City or State of any immunities, benefits or conditions of the Colorado Governmental Immunity Act, as amended.
- I. Performances of City's obligations under this memorandum are expressly subject to the appropriations of funds therefore by the City Council of the City.

GENERAL

- 1) The Environmental Impact Statement for this project contains several mitigation elements that require use of City owned property for implementation. City intends that all city-owned land necessary to construct environmental mitigation proposed in the EIS and identified more specifically later in this Memorandum of Understanding will be made available to CDOT.
- 2) City intends to accept ownership of various roadways, associated rights-of-ways and other parcels by Resolution of the City Council once all public improvements required herein by the City and associated with said parcels are completed to the satisfaction of the City's Director of Public Works. The Director will provide written notification to City Council accepting the construction of improvements. The Director's written notification shall not be unreasonably withheld. City intends to become responsible for maintenance of the above referenced improvements immediately following issuance of the Director's written notification and City Council's resolution accepting the construction of improvements.
- 3) The City requires a two year warranty on all street work. CDOT intends to require contractors to provide a one (1) year warranty for any above referenced improvements if the improvements are constructed as part of a design/build contract. Traditional design/bid/build contracts typically don't provide warranties other than those contained in the current Colorado Department of Transportation Standard Specifications for Road and Bridge Construction dated 2005 and those that are 'industry standards'. CDOT will establish a revolving fund in order to have resources available to provide the two year warranty the City desires.
- 4) Unless otherwise noted in this MOU, all infrastructure being accepted by the City will be constructed to City standards.
- 5) City will be provided the opportunity to have inspectors on site on all roadways or portions of the project that are anticipated to be accepted by the City for future ownership and maintenance.
- 6) City acknowledges that the Project may have to make modifications to City streets that intersect improvements brought about by the reconstruction of I-25. City agrees to allow CDOT to make these modifications to City streets in accordance with the City's specifications, review and approval of the construction plans, inspection and formal acceptance as stated above.
- 7) The City desires to attain ownership of some of the excess right of way generated by the project. The final IGA will address excess rights of way.

GENERAL (continued)

- 8) CDOT will install, at project cost, any necessary roadway lighting. CDOT intends to accept responsibility for interstate roadway lighting and the City intends to accept the responsibility for all other roadway lighting. The City anticipates turning all of their project roadway lighting infrastructure over to Black Hills Corporation (or its successor) for their ownership. The non-interstate roadway lighting design shall be constructed to Black Hills Corporation (or its successors) standards and approved by the City. All City-owned lighting fixtures shall be served using un-metered, underground circuits.
- 9) City will retain ownership and maintenance responsibilities of all currently owned and maintained streets, whether modified or not, outside the interchange ramps/frontage roads except for intersecting state highways (4th Street (SH96), Pueblo Blvd (SH45), US 50 Bypass & US 50C). The portion of roadway between frontage roads or ramp termini shall be maintained by CDOT.
- 10) The City does not have the ability to transfer dedicated public right-of-way to CDOT. The roadways, will remain as dedicated right-of-way for public use.
- 11) Unless otherwise noted, City intends to accept ownership and maintenance responsibility for all structures in the table below.

Structure Description	Alternative Effected
Pedestrian Bridge from Mineral Palace Park over I-25 and UPRR	Modified and Existing Alternatives
8 th Street over UPRR	Modified and Existing Alternatives
Mesa Avenue over I-25	Existing Alternative
Mesa Avenue over I-25 and Santa Fe Avenue	Modified Alternative
Northern Ave over I-25, UPRR and Elm Street	Existing Alternative
Northern Ave over I-25, UPRR and Santa Fe Aveune	Modified Alternative
Santa Fe Avenue over Bessemer Ditch	Modified Alternative
Stanton Avenue over Arkansas River	Modified Alternative
Existing Santa Fe Avenue over Arkansas River for Trail system	Modified Alternative

- 12) All constructions elements of the project will comply with the applicable State and Federal regulations.

- 13) Corridor Aesthetics treatments will be incorporated into the project for either alternative. The Corridor Aesthetic Treatments are depicted in Exhibit A-4.

TRAFFIC SIGNALS

All traffic signals to be either owned by the City or to be maintained by the City shall be constructed to City standards with the exception of the traffic signal poles.

In order to maintain signal progression, the City strongly urges CDOT to allow the City to maintain those traffic signals that fall within an existing system. For example, the downtown signal system, US50 bypass signals, 29th Street and Santa Fe Avenue.

MS 4 STORMWATER QUALITY PONDS

Neither the City nor CDOT object to intermingling stormwater runoff.

All stormwater facilities to be sized to accept appropriate V_{historic} design flows. Best Management Practices (BMP's) and water quality treatment facilities to be constructed to meet NPDES permit requirements.

CDOT will construct all ponds and appurtenances as required by the MS4 permitting process. CDOT intends to maintain the ponds and appurtenances that are associated with the operation of the project. City, subsequent to design and construction approval, intends to maintain all ponds and appurtenances constructed but not associated with the project. Maintenance of ponds constructed by CDOT that accommodate both CDOT and City Stormwater will be addressed in a separate maintenance agreement between CDOT and the City's Stormwater utility on a case by case basis.

The City intends to allow construction and maintenance of the CDOT ponds and appurtenances on excess City owned property, as necessary, upon review and concurrence of the concept and the subsequent design plans.

PARKS

The warranty period for Benedict and each phase of Mineral Palace will start when the City begins maintenance. CDOT will agree to provide a 2 year warranty on materials and workmanship.

MINERAL PALACE PARK

- 1) CDOT and the City will jointly develop a phasing plan for Mineral Palace Park. The City will begin maintaining each phase once the construction is accepted by the City.
- 2) In order to acquire additional land necessary for Mineral Palace Park improvements as depicted in the EIS and Exhibit A-1, City intends to consider eminent domain, if necessary. CDOT intends to pay all costs of necessary additional land acquisition and all

MINERAL PALACE PARK MASTER PLAN

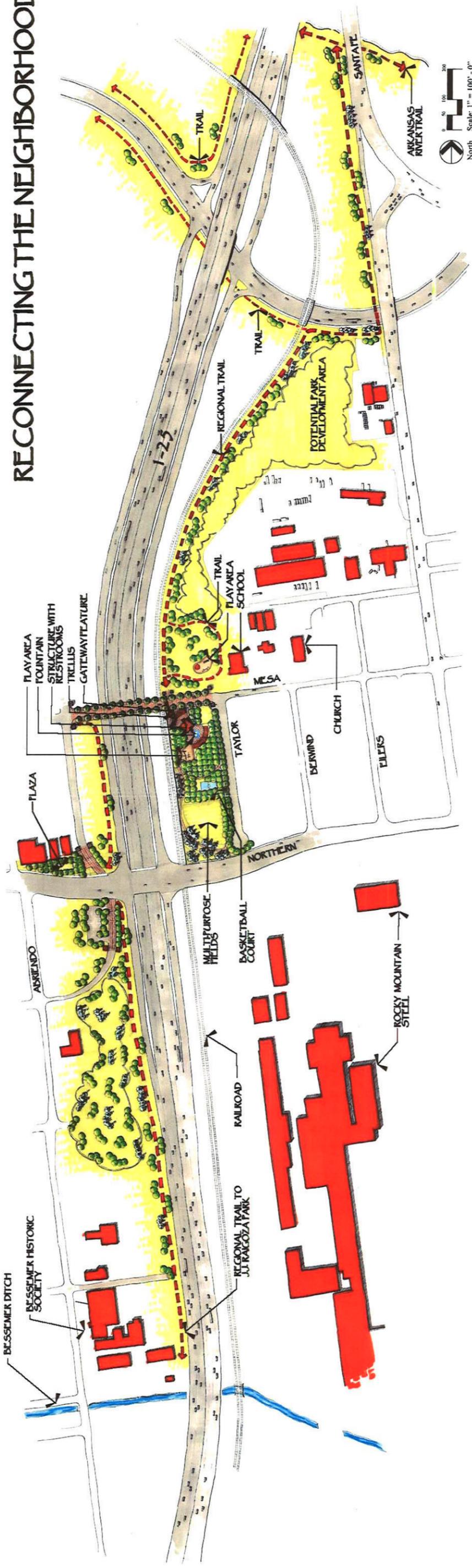
CELEBRATING THE PAST
AND CONNECTING TO COMMUNITY



September 7, 2007

BENEDICT PARK EXISTING ALIGNMENT

RECONNECTING THE NEIGHBORHOODS

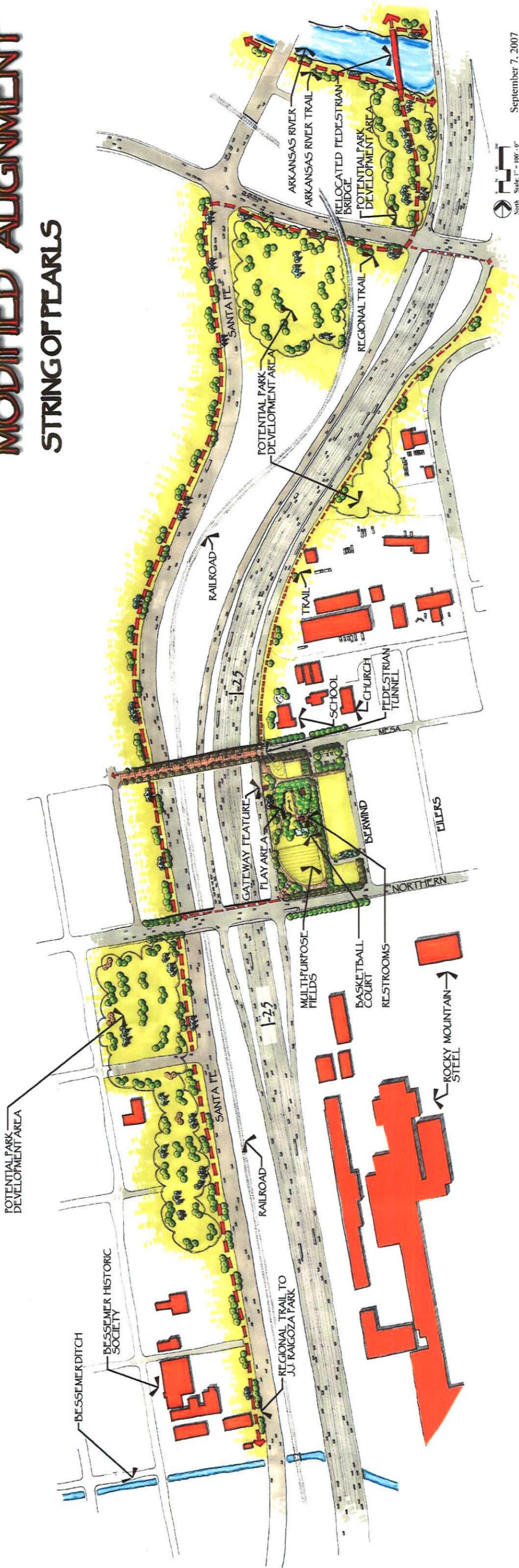


September 7, 2007

Exhibit A-2

BENEDICT PARK MODIFIED ALIGNMENT

STRING OF PEARLS



September 7, 2007

Exhibit A-3



CORRIDOR AESTHETIC TREATMENTS

City Gateways - The Northern Gateway at I-25/SH50-47 is already constructed with ornamental landscaping, turf grass, irrigation and architectural treatments. Maintenance responsibilities are shared between the City and CDOT. A Southern Gateway is being considered in conjunction with the development of the aesthetic design guidelines and would be similar to the Northern Gateway.

Downtown Gateways - Downtown Gateways are being considered at both 13th and 1st Streets. 13th Street would have both an architectural and landscape component. Landscaping would relate to Mineral Palace Park and the newly proposed community pool. Irrigation would be provided as an extension from the Mineral Palace Park system and maintenance would fall under City jurisdiction. An architectural statement would be made at 1st Street. Maintenance beyond structural would be minimal and would be the responsibility of CDOT.

Neighborhood Gateways - These gateway treatments would relate to each individual neighborhood and would identify that particular neighborhood. Treatments could be both architectural and landscape. One idea could be in the form of a sign and/or possibly an architectural treatment on a structure. Landscaping might be proposed in conjunction with this concept. Maintenance responsibility would depend on what aesthetic treatment was proposed, but could potentially be the responsibility of a neighborhood association.

Park - The park treatments are an extension of the current park landscapes. Concepts for these areas were developed jointly with the City and community. The City and County would maintain these areas.

Steel Mill - To be determined as a part of the upcoming community involvement process to determine mitigation in this area.

Architectural - Where this type of treatment is identified, primarily non-living materials would be used to create the theme. Retaining walls, bridges, and other structures and treatments would be carefully designed to reflect the architectural character of downtown. South of Indiana, noise walls and other structures would reflect the character of the steel mill and the historic company town character of the surrounding neighborhoods. Minimal maintenance would be required beyond structure maintenance. Maintenance responsibility would be shared between the City and CDOT.

Dryland Grasses - Dryland grasses will be used long all roadway shoulders where stabilization is required and in all areas where other aesthetic treatments have not been identified. Maintenance would be the responsibility of the property owner.

Naturalized - These areas take advantage of local run-off to allow native vegetation, including trees and shrubs, to establish themselves. Very low maintenance is anticipated. These areas are located where the landscape is currently naturalized. Maintenance by property owner.

Proposed and Existing Trails - Various trail extensions as well as trail connections and nodes have been preliminarily identified along the corridor. Trails are being proposed in conjunction with parks, as a means of connectivity between neighborhoods and as part of the interpretive element of the Steel Mill area. Proposed trails will be constructed by either CDOT or the City of Pueblo. Maintenance would be the responsibility of the City of Pueblo and the County.

Design guidelines are currently being prepared in conjunction with the community and the City to further define the details of the different aesthetic treatments described above.

costs associated with condemnation, including but not limited to appraisal fees, attorney fees and cost of land.

- 3) CDOT intends to pay the cost of the necessary additional land acquisition.
- 4) City intends to grant permission to CDOT and its contractors to enter Mineral Palace Park, after the phasing plan has been approved, to make improvements as outlined in the EIS and shown in Exhibit A-1.
- 5) City intends to grant to CDOT, use of the right-of-way within the Mineral Palace Park ownership necessary for the improvements to I-25
- 6) City agrees that CDOT will not have any responsibility for maintaining the Mineral Palace Park improvements constructed as part of the project.
- 7) CDOT intends that the improvements to Mineral Palace Park will begin prior to or commensurate with I-25 improvements adjacent to the Park. City and CDOT acknowledge that construction of the Mineral Palace Park improvements may entail several construction projects spread out over several years.

BENEDICT PARK

- 1) City intends to utilize eminent domain authority, as necessary, to acquire additional land for Benedict Park improvements as depicted in the EIS. CDOT intends to pay all costs of necessary additional land acquisition and all costs associated with condemnation , including but not limited to appraisal fees, attorney fees and cost of land.
- 2) CDOT agrees to reconstruct Benedict Park as depicted in the EIS and Exhibits A-2 and A-3.
- 3) The reconstruction of Benedict Park will be at no cost to the City.
- 4) City intends to convey ownership of existing Benedict Park as necessary for the I-25 improvements.
- 5) City intends to accept ownership and responsibility for the reconstructed Benedict Park upon completion of the park construction.
- 6) Reconstruction of Benedict Park will begin prior to or commensurate with I-25 construction adjacent to the Park.

TRAILS

All trails developed by the project will be owned and maintained by the City.

MODIFIED I-25 **ALTERNATIVE**

ROADWAYS

Dillon Drive

City intends to accept ownership and maintenance of Dillon Drive with the following conditions:

- CDOT will construct embankment protection and jetty construction on Fountain Creek to comply with the City's Stormwater Utility requirements for armoring, etc. The bank section is to be constructed as if water were adjacent and perpendicular to the roadway. FEMA requirements are to be met for fill within the flood plain (roadway must meet levee construction standards).
- CDOT will reinforce existing bank south of 29th Street with appropriate embankment and jetty protection.

Santa Fe Avenue- south of Abriendo

The modified alignment would build a new I-25 and allow a portion of the old alignment to be incorporated into the City's street system. The old I-25 would serve as the southerly extension of Santa Fe Avenue. The City intends to accept ownership and maintenance of the south extension of Santa Fe Avenue with the following conditions:

- Central Avenue to Minnequa Avenue shall be significantly modified to change the character of the roadway from a freeway to a collector roadway. City will require a large "parkway" type median for this section of roadway. Access to be provided to all existing roadways in the Bessemer neighborhood and other improvements to include overlay of the surface, landscaping, irrigation, drainage improvements, installation of sidewalks and/or bike paths, etc. Final design to be reviewed and approved by the City.
- The proposed traffic circle at Central Avenue and Santa Fe Avenue shall be constructed and the center island and splitter islands shall be permanently irrigated and landscaped.
- Side slopes shall not exceed 4:1 and shall be permanently irrigated and planted to control erosion and beautify the corridor.
- Roadway shall be overlaid and all traffic control devices replaced.

- City intends to accept maintenance and ownership responsibilities of the pedestrian underpass near Canal Street associated with the Bessemer Historical Society / Rocky Mountain Steel.

Abriendo Avenue

CDOT will reconstruct Abriendo Avenue east of Washington Avenue to a parkway standard, including landscaping, irrigation, lighting, signing, etc. City intends to accept ownership and maintenance of the roadway west of Santa Fe Avenue.

Kelly Avenue

CDOT will acquire the right-of-way necessary for the construction of Kelly Avenue. In the event the City acquires a portion of this roadway through the use of Urban Renewal Authority (URA) for the project, CDOT will acquire necessary rights of way from the URA. CDOT will be responsible for constructing the roadway, including sidewalk and lighting from Santa Fe Avenue to Beech Street. City intends to accept ownership and maintenance of Kelly Avenue.

Stanton Avenue

CDOT will acquire the right-of-way necessary for the construction of Stanton. CDOT will be responsible for constructing the roadway, including sidewalks and lighting. City intends to accept ownership and maintenance of the roadway, including the bridge over the Arkansas River.

Greenhorn Avenue

CDOT will acquire the right-of-way necessary for the construction of Greenhorn. CDOT will be responsible for constructing the roadway, including sidewalks and lighting. City agrees to accept ownership and maintenance of the roadway. Greenhorn shall begin at the existing Pueblo Blvd right-of-way east of the northbound off-ramp.

26th Street

City intends to accept ownership and maintenance of 26th Street.

Locust Street

CDOT will acquire the right-of-way necessary for the construction of Locust. CDOT will be responsible for constructing the roadway, including sidewalks and lighting. City agrees to accept ownership and maintenance of the roadway.

8th Street

CDOT will reconstruct a portion of the 8th Street bridge over the railroad and/or Fountain Creek and will reconstruct the roadway under the new I-25. City intends to retain ownership and maintenance of the roadway and the bridge.

Northern Avenue

CDOT will acquire the right-of-way necessary for the realignment and reconstruction of Northern Avenue. City intends to retain ownership of the roadway excluding the bridge structure. City intends to retain maintenance responsibilities for all components of the bridge

above the deck membrane, which includes sidewalk, asphalt, striping, railing, signing and lighting. CDOT intends to be responsible for the bridge structure, deck membrane, girders, and deck.

Mesa Avenue

CDOT will reconstruct the Mesa Avenue Bridge. City agrees to accept ownership of the roadway excluding the bridge structure. City intends to retain maintenance responsibilities for all components of the bridge above the deck membrane, which includes sidewalk, asphalt, striping, railing, signing and lighting. CDOT intends to be responsible for the bridge structure, deck membrane, girders, and deck.

Existing I-25
Alternative

ROADWAYS

Dillon Drive

City intends to accept ownership and maintenance of Dillon Drive with the following conditions:

- CDOT will construct embankment protection and jetty construction on Fountain Creek to comply with the City's Stormwater Utility requirements for armoring, etc. The bank section is to be constructed as if water were adjacent and perpendicular to the roadway. FEMA requirements are to be met for fill within the flood plain (roadway must meet levee construction standards).
- CDOT will reinforce existing bank south of 29th Street with appropriate embankment and jetty protection.

26th Street

City intends to accept ownership and maintenance of 26th Street.

8th Street

CDOT will reconstruct a portion of the 8th Street bridge over the railroad and/or Fountain Creek and will reconstruct the roadway under the new I-25. City intends to retain ownership and maintenance of the roadway and the bridge.

Kelly Avenue

CDOT will acquire the right-of-way necessary for the construction of Kelly Avenue. In the event the City acquires a portion of this roadway through the use of Urban Renewal Authority (URA) for the project, the City will make the right of way available for construction of Kelly Avenue. CDOT will be responsible for constructing the roadway, including sidewalk and lighting from Santa Fe Avenue to Beech Street. City intends to own and maintain Kelly Avenue.

Abriendo Avenue

CDOT will reconstruct Abriendo Avenue east of Washington Avenue to a parkway standard, including landscaping, irrigation, lighting, signing, etc. City intends to accept ownership and maintenance of the roadway west of the I-25 interchange ramps.

Northern Avenue

CDOT will acquire the right-of-way necessary for the realignment and reconstruction of Northern Avenue. City intends to retain ownership of the roadway excluding the bridge structure. City intends to retain maintenance responsibilities for all components of the bridge above the deck membrane, which includes sidewalk, asphalt, striping, railing, signing and

lighting. CDOT intends to be responsible for the bridge elements below and including the deck membrane, structures, girders, and deck.

Mesa Avenue

CDOT will reconstruct the Mesa Avenue Bridge. City agrees to accept ownership of the roadway excluding the bridge structure. City intends to retain ownership of the roadway excluding the bridge structure. City intends to retain maintenance responsibilities for all components of the bridge above the deck membrane, which includes sidewalk, asphalt, striping, railing, signing and lighting. CDOT intends to be responsible for the bridge elements below and including the deck membrane, structures, girders, and deck.

Greenhorn Avenue

CDOT will acquire the right-of-way necessary for the construction of Greenhorn. CDOT will be responsible for constructing the roadway, including sidewalks and lighting. City agrees to accept ownership and maintenance of the roadway. Greenhorn shall begin at the existing Pueblo Blvd right-of-way east of the northbound off-ramp.