

MEMORANDUM OF AGREEMENT
between the City of Columbus and the Wisconsin Department of Transportation Regarding
Changes in Access to STH 73 in the City of Columbus between Avalon Road and Tower
Drive

This Memorandum of Agreement (MOA) is entered into by and between the City of Columbus (City) and the Wisconsin Department of Transportation (the Department), each a party, together the parties, to facilitate a change in access on State Trunk Highway (STH) 73 between Avalon Road and Tower Drive also defined as the (Access Area), as shown in **Exhibit A**. This MOA is entered into under Wis. Stat. §§ 66.0301, 84.01, 84.09, and 86.07.

WHEREAS, the Department manages access along state highways and is required to manage access as directed by state law; and

WHEREAS, the City has a 2040 Comprehensive Plan, which outlines current and future land uses shown in **Exhibit B** and **Exhibit C**; and

WHEREAS, the section of STH 73 within the City extending southwest to Heritage Way is connecting highway as of 2025. The City is the permitting authority for connection to the Access Area; and

WHEREAS, the Highland Ridge subdivision plat (2005) displays the Department's access control to STH 73 shown in **Exhibit D**; and

WHEREAS, Lot 46 of the Highland Ridge subdivision plat is being replatted as subdivision plat Cardinal Heights. Subdivision plats are reviewed by the Department and follow the Department's guidelines per Trans 233; and

WHEREAS, the City desires changes to the current access to provide for additional and continued development adjacent to the Access Area; and

WHEREAS, in analyzing and allowing any access to a state highway, the Department must comply with its obligations to protect the safety of the travelling public and to protect the investment of the State of Wisconsin in its highways; and

WHEREAS, the Department must determine an access change is in the public interest regarding support of economic development and continued management of access resulting in safe and operational highways; and

WHEREAS, an MOA between the City and the Department establishes requirements, commitments, and agreements for the requested street connection; and

WHEREAS, any change in access requires the City to follow applicable state procedures.

NOW THEREFORE, the parties acknowledge, understand, and agree to the following:

1. Introduction

- a. The above recitals are incorporated and made part of this MOA.

2. Street Connection

- a. The City and the Department agree that certain changes to highway access are beneficial for orderly land development. The Department is concerned with protecting the safety of the traveling public and the investment in its highways. The City and the Department agree to cooperate toward a long-term goal of controlling public roadway access points along STH 73.
- b. The Department has concerns that the planned STH 73 connection of O'Brien Court does not meet minimum spacing required to add improvements, such as turn lanes, if crash issues are identified.
- c. The Department reserves the right to conduct a traffic safety study at the City's expense and by a qualified engineering firm chosen by the Department, periodic traffic safety studies of any of the City's access points in the Access Area no more frequently than every two years to determine impacts of the O'Brien Court construction and the resulting impacts and remediation measures only if it is found that:
- i. Crash rates associated with any access point along STH 73 between Avalon Road and Tower Drive approaches or meets average statewide crash rates for this type of roadway facility. Crash rates are determined based on several factors including roadway length, number of years in study period, daily traffic volumes, and total number of crashes during study period. The specific equation used to calculate crash rates can be found in the yearly statewide average crash rates. Based on Statewide average crash rates in 2022, average total crash rate is 288.41 for 2-lane highways with a speed limit below 40 mph. For STH 73 from USH 151 to Faith Drive, the average crash rate is 106.646 for 2022.
- d. In addition, the existing driveway connection from the property 1400 Park Ave to STH 73 will be relocated to the proposed O'Brien Court.
- e. No additional street connections directly to STH 73 will be allowed on the north or south side of STH 73 between Avalon Road and Tower Drive.

3. Costs

- a. City shall be responsible for the following costs:
- i. All costs associated with preparing documents required to be submitted for any access change/addition/removal.
- ii. All costs associated with any right-of-way required for the construction of the requested street connection, including those associated with a dedication of lands for the same.
- iii. All costs associated with the construction of all required improvements within the Access Area along STH 73 relating to the street connection and the agreed upon improvements from the studies, including those required to preserve safe and efficient travel along STH 73.
- b. Nothing in this MOA referencing or resulting in costs that could or will be incurred by the City is intended to limit the City's ability to pass those costs on to Developer, or other landowners or developers through development agreements, land divisions, improvements, zoning approvals, special assessment proceedings, impact fees, or other legal means.

4. City Responsibilities

- a. The City/developer shall construct O'Brien Court as depicted in the Cardinal Heights Plat, attached in, and complete the connection of O'Brien Court to STH 73.

- b. The City shall obtain all necessary permits to construct the Cardinal Heights Subdivision and O'Brien Court connection.
- c. The City shall provide the Department with a plan set for review that conforms to state specifications prior to approval to work within State right-of-way.
- d. The City shall provide oversight of construction.
- e. The Access Area is within connecting highway limits, so the City would be responsible to follow the existing Maintenance Agreement between the City and the Department.
- f. Preparation and execution of a State Municipal Agreement (SMA) with the city at the time improvements are identified to account for all costs associated with this MOA.
- g. Any changes to the subdivisions plat will need to be reviewed by the Department per Trans 233.

5. Additional Provisions

- a. Parties agree that additional improvements and agreements may be necessary based on further development in the Access Area. The parties will cooperatively review any proposed development and associated traffic generating potential.
- b. No provision in this MOA obligates expenditures by the Department. The Department shall not be responsible for any costs associated with application for, and design, and construction of highway improvements required by State or City to facilitate the expected development discussed within this MOA regarding the Access Area.
- c. All construction within the Access Area shall conform to requirements set forth by the City. No construction shall commence prior to issuance of required permits.
- d. This MOA is limited to the subject matter contained in this MOA and shall not, without written amendment approved by signature of each party to this MOA, be altered or expanded. This MOA may be amended only by written agreement under signature of each party to this MOA.
- e. If within three (3) years from the date this MOA is signed by the parties, the Access Area does not develop as expected, or the City fails to construct Street Connection, this MOA shall be null and void.
- f. City agrees to coordinate with the Department on future land divisions and developments within the Access Area, and outside the Access Area to the west between Avalon Road and Heritage Way.

6. Enforcement

- a. The provisions of this MOA are intended to be enforceable between the parties. In the event of a dispute between the parties, they shall meet and attempt to resolve the dispute informally. In the event any access is created in violation of the terms of this MOA or in violation of access previously established or acquired by the Department, the Department may close said access created in violation. The City shall indemnify the Department for all costs associated with the identification and correction of access changes that violate the provisions of this MOA.
- b. Costs of the Department may be set off against any amounts owned by the Department to the City for any purpose.
- c. This MOA may be recorded by the Department. Nothing in this MOA shall limit the statutory obligations and privileges of the Department.
- d. This MOA is effective on the date signed by the last signing party to the MOA. This MOA may be executed in original counterparts, each counterpart deemed a valid original signature.

- e. This MOA shall be interpreted pursuant to the laws of the State of Wisconsin.
- f. This MOA does not establish appeal rights, nor shall any accrue, under Wis. Stats. § 84.09 or any other provision of Wisconsin law.
- g. In the event the city or Developer fails to adhere to the terms of the highway connection permit or the work on right of way permit associated with this MOA, or Developer fails to meet the terms of the City/Developer development agreement, the Department may terminate this MOA upon sixty days (60) notice. In the event the city or Developer fails to cure the defect/breach within sixty (60) days, the Department may revoke any permissions associated with this MOA as granted by the Department. The Department may require any work performed prior to such termination to be removed at the cost of City. The Department may perform such removal at its discretion and may set off the costs of the same to City from any amounts owned to City by Department.
- h. Each party to this MOA shall be liable for the acts of its officers, employees, or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees, or agents. City agrees that Department is not liable for any acts, omissions, statements, alternatives, or proposals of City for that portion of the Access Area within the City. City expressly agrees to hold the Department harmless from any and all suits, causes of actions, or harm that could possibly be said to have arisen from the work of City, as well as for property damage and bodily injury caused by negligence in that portion of the Access Area in the City. City further represents that it has the type of insurance coverage, in an adequate amount, to so hold harmless and indemnify Department in case of an occurrence, including libel and slander, and other arguably intentional acts, as well as negligence.
- i. City and Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOA. Each Party fully retains all immunities and defenses provided by law with respect to any action based on or occurring because of this MOA.
- j. City is responsible for ensuring developer assumes liability for all costs, expenses, and damages it causes.

7. No Third-Party Beneficiary Rights:

The parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this MOA shall not be construed to create such status. This MOA shall not be construed to create a partnership between the Department and City. The rights, duties, and obligations contained in this MOA shall operate only between the parties to this MOA and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA.

8. Severability:

If any provision of this MOA is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this MOA shall remain operative and binding on the Parties.

9. Points of Contact:

- a. WisDOT, DTSD SW Region Planning Section
2101 Wright Street
Madison, WI 53704
- b. City of Columbus, City Administrator
105 N. Dickason Boulevard
Columbus, WI 53925

In Witness **WHEREOF**, the parties agree as provided by the following signatures.

Joe Hammer
City of Columbus, Mayor

Date

Resolution of Approval of MOA by City approved on _____ attached hereto for reference.
Date

Susan Caine
City of Columbus, City Clerk

Date

Michelle Ellias
SW Region – Systems Planning, Chief
WisDOT – Div. of Transportation System Development

Date

Exhibit A – Access Area

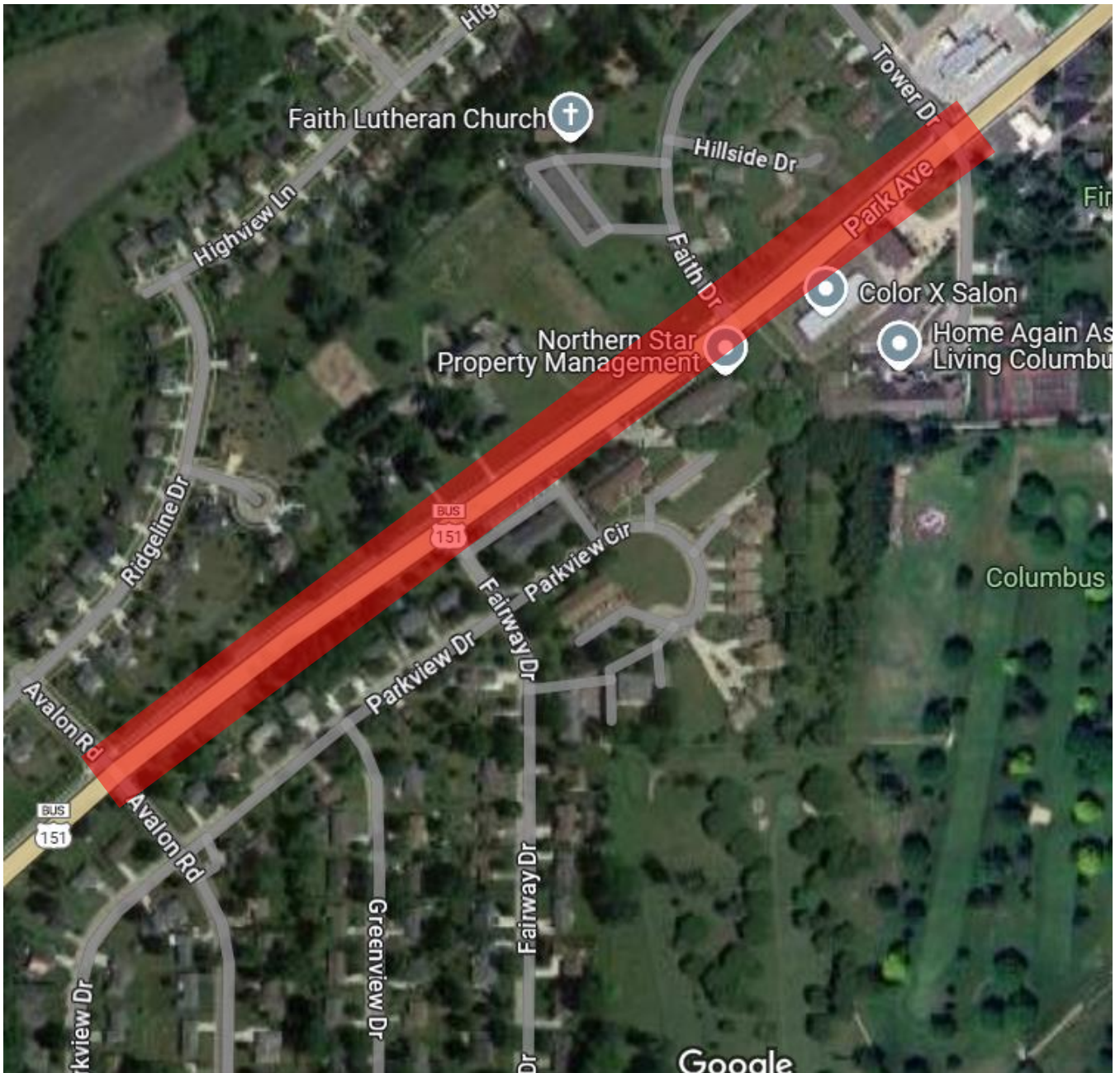


Exhibit B – Existing Land Uses

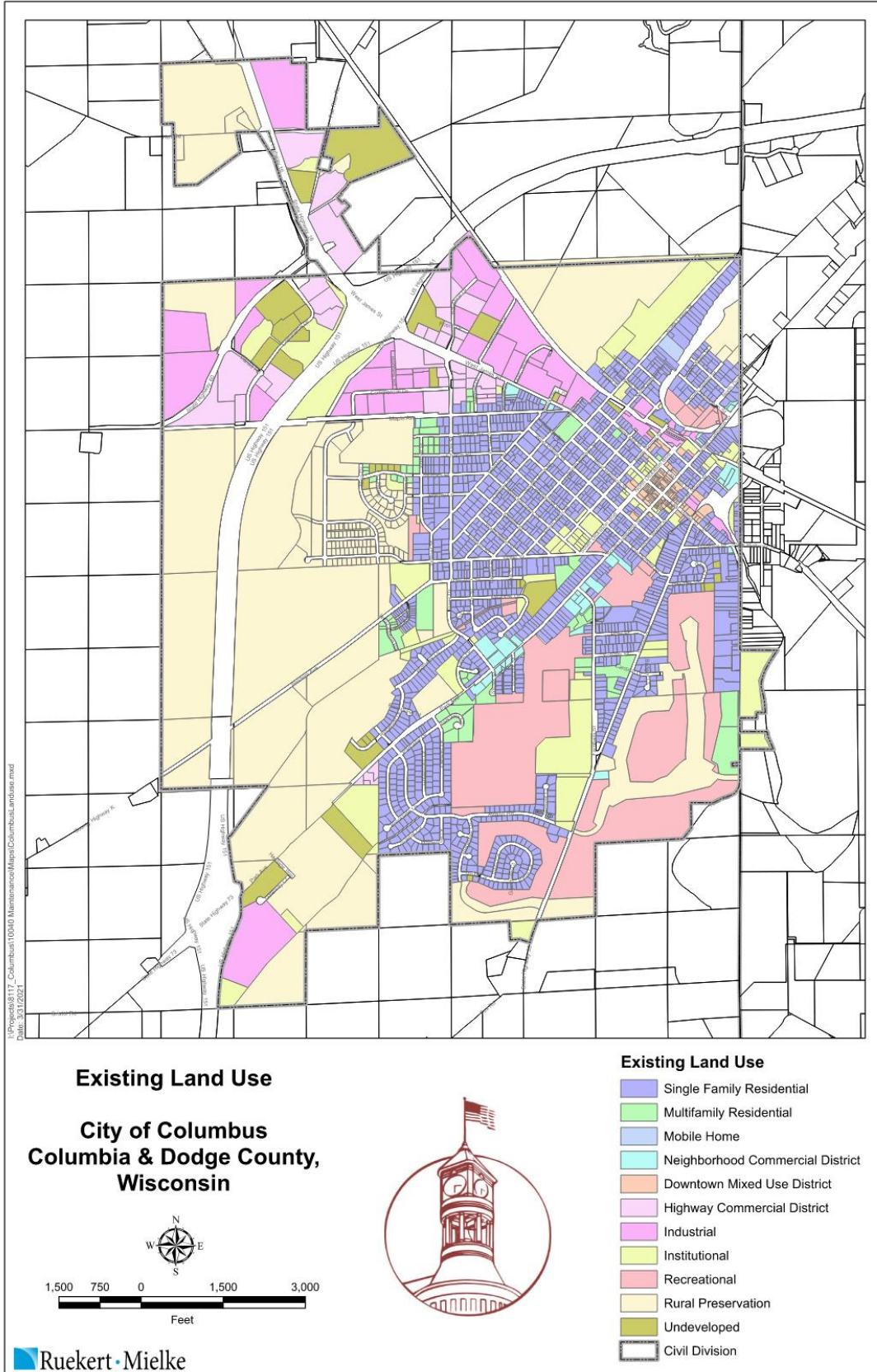
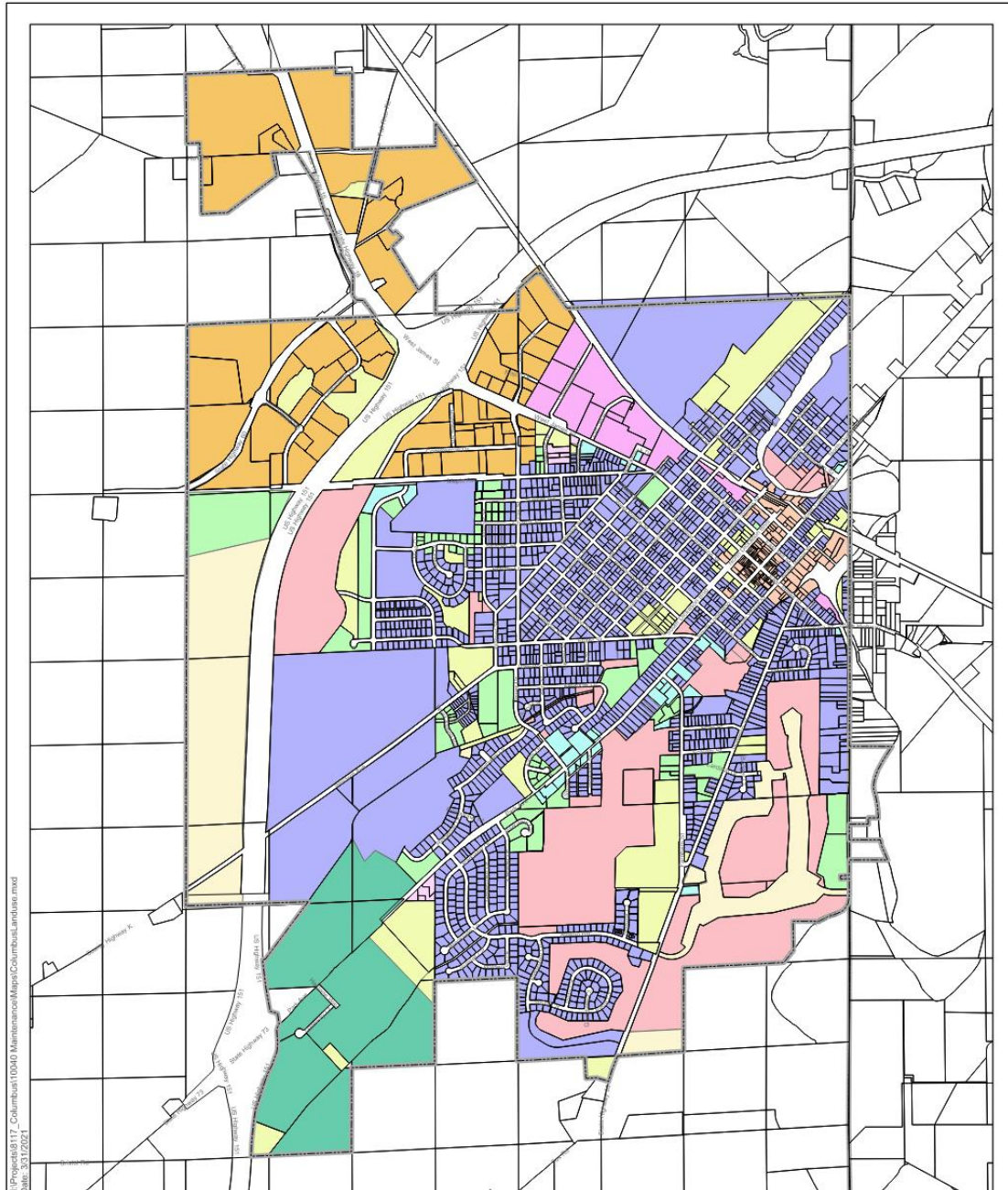


Exhibit C – Future Land Uses



I:\Projects\8117_Columbus\10040_Maintenance\Map\Columbus_LandUse.mxd
 Date: 3/31/2021

Future Land Use

City of Columbus
Columbia & Dodge County,
Wisconsin



Future Land Use

- Single Family Residential
- Multifamily Residential
- Mobile Home
- Neighborhood Commercial District
- Downtown Mixed Use District
- Highway Commercial District
- Highway 16 Commercial
- Gateway Commercial
- Industrial
- Institutional
- Recreational
- Rural Preservation
- Civil Division

Exhibit E – Cardinal Heights Plat

CARDINAL HEIGHTS - PRELIMINARY PLAT

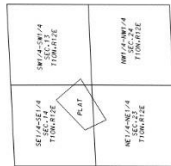
LOT 46, HIGHLAND RIDGE, RECORDED IN VOLUME 1 ON PAGE 266 OF PLATS AS DOCUMENT NUMBER 739893 IN THE COLUMBIA COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN THE SE1/4 OF SECTION 14, THE SW1/4 OF SECTION 13 AND THE NE1/4 OF SECTION 23, ALL IN TOWNSHIP 10 NORTH, RANGE 12 EAST, CITY OF COLUMBUS, COLUMBIA COUNTY, WISCONSIN

SUBJECTS: UNDESIRABLE
 RECORDED IN DEEDS OFFICE, HANCOCK COUNTY, MISSOURI, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 235 OF THE MISSOURI STATUTES AND THE SUBORDINATION RIGHTS OF THE CITY OF COLUMBUS, WISCONSIN. THE SUBORDINATION RIGHTS OF THE CITY OF COLUMBUS, WISCONSIN, ARE HEREBY RECORDED IN DEEDS OFFICE, HANCOCK COUNTY, MISSOURI, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 235 OF THE MISSOURI STATUTES AND THE SUBORDINATION RIGHTS OF THE CITY OF COLUMBUS, WISCONSIN. THE SUBORDINATION RIGHTS OF THE CITY OF COLUMBUS, WISCONSIN, ARE HEREBY RECORDED IN DEEDS OFFICE, HANCOCK COUNTY, MISSOURI, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 235 OF THE MISSOURI STATUTES AND THE SUBORDINATION RIGHTS OF THE CITY OF COLUMBUS, WISCONSIN.



BRETT T. STEPHENSON, REGISTERED LAND SURVEYOR, WISCONSIN

- NOTE:**
1. Parcel 1 will be dedicated to the public for storm water management.
 2. Existing = 89
Proposed = 104, 2-18 - R-3
 3. Forwarded to the City of Columbus, Wisconsin, for review and approval.
 4. All lot corner 4611 is within the 461400.000 of Park Avenue and the proposed NW of O'Brien Court.



WISCONSIN COUNTY COMPARABLE SYSTEM, COLUMBIA COUNTY (LOCAL CORNER 4611)

D'AMORIO ROTTE AND ASSOCIATES, INC.
 7550 Wisconsin Way, Madison, WI 53717
 Phone: 608.278.7399 Fax: 608.833.8809
 Email: info@damoriorotte.com www.damoriorotte.com

- LEGEND**
- POWER POLE
 - POWER POLE LIGHT
 - HYDRANT
 - STORM SEWER INLET
 - UTILITY WIRE
 - SANITARY MANHOLE
 - TELECOMMUNICATION WALET
 - TELECOMMUNICATION WALET
 - GAS METER
 - ELECTRICAL METER
 - SOIL DIPPING
 - SANITARY SEWER
 - WATER MAIN
 - STORM SEWER
 - UNDERGROUND TELECOMMUNICATION LINE
 - UNDERGROUND ELECTRIC
 - UNDERGROUND UTILITIES
 - UNDERGROUND GAS
 - BLOCK WALL
 - STONE WALL
 - FENCE
 - EXISTING CONDUIT
 - CONDUIT
 - RECORDED AS INFORMATION

