

January 2006

**COUNTY STATE AID HIGHWAY 15 REALIGNMENT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into and among the City of New Prague, Helena Township and Scott County, each acting by and through its duly authorized officers.

I. INTRODUCTION

- 1.1 The City of New Prague (“City”) and Helena Township (“Township”) are political subdivisions organized under the laws of the State of Minnesota. Each has responsibilities related to roadway and transportation within its respective jurisdiction.
- 1.2 Scott County (“County”) is a political subdivision organized under the laws of the State of Minnesota. The County is responsible for County highway planning, design, construction, and maintenance for county highways within the County.
- 1.3 The City, the Township, and the County have worked together on a study of the future realignment of County State Aid Highway 15 and have determined a desirable alignment.
- 1.4 The City, the Township and the County have determined that it is in the best interests of each entity to enter into this MOU to address the respective roles and responsibilities of parties with respect to the future realignment of County State Aid Highway 15 between County Sate Aid Highway 2 and Trunk Highway 19.
- 1.5 The City, Township and the County recognize that the following will provide additional information, tools and regulations for maintaining roadway safety and connectivity. These include: 1) City of New Prague Comprehensive Plan, 2) City of New Prague Comprehensive

Sanitary Sewer Plan, 3) City of New Prague Comprehensive Stormwater Master Plan, 4) Scott County Comprehensive Plan, 5) Scott County Transportation Plan.

II. PURPOSES

2.1 This MOU identifies the recommended future alignment for County State Aid Highway (“CSAH”) 15 between CSAH 2 and Trunk Highway 19 as well as addresses the basic relationship, roles and responsibilities of the parties with respect to the future CSAH 15 corridor. The primary purpose of the MOU is to provide a framework for the implementation of the proposed realignment including right-of-way identification, preservation and acquisition; roadway design criteria and construction; access management, and jurisdictional modifications.

III. ROLES AND RESPONSIBILITIES

3.1 Parties to this MOU agree to the following two basic provisions:

- 1) To operate consistent with the preferred CSAH 15 realignment; and
- 2) To implement the provisions of this document through enforceable mechanisms such as ordinances, development agreements and policies.

The preferred realignment alternative is displayed as Attachment A to this document and is described below:

- 3.1.1 Alignment – as shown on Attachment A.
- 3.1.2 Design Criteria – The proposed realignment will be designed and constructed to meet the design policies and standards of Mn/DOT State Aid and the Mn/DOT Road Design Manual at the time of construction.
- 3.1.3 Typical Section – as shown on Attachment B.
- 3.1.4 Right-of Way – The Corridor would be no less than 150 feet in width.

- 3.1.5 Access Management – Public street intersections on CSAH 15 will be permitted consistent with Attachment A. Additional access requested for CSAH 15 shall be in accordance with Scott County Access spacing guidelines. Any change from Attachment A shall be agreed to by the City and County.
- 3.1.6 Construction Staging – The intent of this plan is to coordinate timing with future development construction.
- 3.1.7 Future of Existing CSAH 15 Corridor – The existing CSAH 15 alignment of Columbus Avenue and 12th Street Northeast would be turned backed to the City of New Prague upon completion and acceptance of the new alignment of CSAH 15.

The remainder of this section describes the specific roles and responsibilities of each party.

3.2 City of New Prague

Upon execution of this document, the City of New Prague shall endeavor to manage growth along the proposed corridor in a manner that is consistent with the intent of this document. The City shall include the proposed CSAH 15 realignment as well as develop a supporting city street network within its Comprehensive Plan.

As development occurs, the City shall endeavor to preserve highway right-of-way so that the proposed CSAH 15 corridor may be constructed within the development area. The City shall abide by the following guidelines in facilitating development adjacent to the proposed CSAH 15 corridor:

- 3.2.1 Upon receipt of a developer's concept plan adjacent to the proposed CSAH 15 corridor, the City shall notify the Primary Contacts for the City, County, and Township.
- 3.2.2 The City of New Prague shall seek to acquire all of the necessary right-of-way (as shown in Attachment A) for the proposed CSAH 15 corridor through subdivision plat dedication. The right-of-way necessary for the proposed CSAH 15 corridor is described in section 3.1.4.

- 3.2.3 The City shall influence subdivision plat development in a manner that will achieve city street connections to the proposed CSAH 15 corridor consistent with those locations shown in Attachment A. The City shall notify the County's Primary Contact if the access locations are to be changed significantly and/or additional access is thought to be needed.
- 3.2.4 The City shall influence subdivision plat development in a manner that accommodates access to existing properties along the existing CSAH 15 corridor within Helena Township.
- 3.2.5 The City shall facilitate the design and construction of the future CSAH 15 corridor roadway, storm sewer, and other associated improvement through developer agreements. The City shall submit construction plans for segments of the proposed CSAH 15 corridor to the County for review and approval prior to approval by the City Engineer. Upon approval by the City and County, the plans shall be submitted to MnDOT's Office of State-Aid for review and approval. Construction shall not take place until these plan approvals have been granted.
- 3.2.6 The City shall fund a percentage (44/52, or approximately 84.6%) of the construction costs of the proposed CSAH 15 roadway, storm sewer, and other associated improvements. Anything added by request of the City to the project shall be added to the City's construction costs. The City's cost participation percentage is generally intended to equal the cost of constructing the same length of a city major collector street. For purposes of construction cost participation, the major collector street would include a 44' undivided urban roadway. The City's contribution to construction costs shall include any developer obligations to construct or fund construction of the CSAH 15 roadway, storm sewer, and associated improvements imposed through a development agreement. The City shall provide twelve (12) months notice to

the County for inclusion of the County's participation into the Transportation Improvement Program. Payment shall occur in the year budgeted.

3.2.7 The City shall accept additional storm water runoff generated by the future CSAH 15 roadway into the City's existing regional storm water management pond or future ponds within proposed development properties.

3.2.8 As described in section 3.1.7, the City shall accept ownership of the appropriate segments of existing CSAH 15, effective upon completion of segments of new CSAH 15. The City shall work with the Township through the annexation agreement process to address private property accesses on any vacated road segments.

3.3 Helena Township

Upon execution of this document, Helena Township shall manage growth and building activity adjacent to the proposed CSAH 15 corridor in a manner that is consistent with the intent of this document. As described in section 3.1.7, Helena Township shall work with the City through the annexation agreement process to address private property accesses on any vacated road segments.

3.4 Scott County

The Scott County Public Works Division shall provide general guidance in the development of the proposed CSAH 15 corridor. Scott County shall incorporate their CSAH 15 financial obligation into their Transportation Improvement Program when appropriate, as described in section 3.2.6. The County shall operate and plan its highway system in a manner that is consistent with the intent of this document.

3.4.1 The County may assist the City of New Prague in right-of-way acquisition when necessary right-of-way is not acquired through subdivision plat dedication. The County's assistance may include participation of County right-of-way personnel and funding for

right-of-way acquisition in an effort to acquire the remaining right-of-way prior to property development.

3.4.2 The County shall review construction plans for segments of the proposed CSAH 15 in a timely fashion.

3.4.3 The County shall fund a percentage (8/52, or 15.4%) of the construction costs of the proposed CSAH 15 roadway, pedestrian underpass, and other associated improvements. In addition, Scott County will pay 100% of the cost for the installation of the bituminous Regional Trail adjacent to CSAH 15. Anything added by request of the County to the project shall be added to the County's construction costs. The County's cost participation percentage is generally intended to equal the additional cost associated with the proposed upgrade from a typical city major collector street (as described in section 3.2.6).

IV. PRIMARY CONTACTS

4.1 The parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the parties hereby designate the following individuals who will serve as the primary contacts between the parties. The parties intend that, to the maximum extent possible, all significant communications between the parties necessitated by this MOU shall be made through the primary contacts. The primary contacts are as follows:

For the City of New Prague: City Administrator or his/her designee

For Helena Township: Township Clerk or his/her designee

For Scott County: County Engineer or his/her designee

Any party may modify its designation of primary contacts by prompt written notice to the other parties.

V. GENERAL PROVISIONS

- 5.1 Each party understands that a failure to implement their responsibilities outlined above may jeopardize the ability to implement the realignment of CSAH 15 and ultimately diminish the integrity of the area roadway system.
- 5.2 The parties shall attempt to secure reasonable funding to allow for the successful completion of the activities described in this MOU. However, the parties expressly acknowledge that the activities under this MOU shall be subject to the availability of appropriated funds.
- 5.3 Each party pledges to implement the provisions of this MOU and to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU. The parties shall attempt to resolve any disputes related to this MOU through open discussions with all parties.
- 5.4 This MOU, including any list of roles and responsibilities, may be amended at any time by mutual agreement of the parties. Any such modification must be in writing and executed by duly authorized representatives of the parties.
- 5.5 Nothing in the Memorandum of Understanding shall be construed to prevent any party from addressing any unforeseen public safety issue.
- 5.6 Nothing in the Memorandum of Understanding shall be construed to modify or amend any statutory or legal obligations of the parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers on the dates set forth below.

CITY OF NEW PRAGUE

Date: _____

By:  _____

Its: _____

HELENA TOWNSHIP

Date: _____

By: Tim Mass _____

Its: Chair _____

SCOTT COUNTY

Date: 1/24/06 _____

By: Jon Ulrick _____

Its: County Board Chair _____