MEMORANDUM OF UNDERSTANDING BY AND AMONG THE COUNTY OF MORRISON, CITY OF LITTLE FALLS, AND TOWN OF LITTLE FALLS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 3rd day of October, 2016 by and among the County of Morrison, a Minnesota body politic and corporate ("County"), the City of Little Falls, a Minnesota municipal corporation ("City"), and the Town of Little Falls, a Minnesota public corporation ("Town"). The County, City, and Town may hereinafter be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County acting by and through its Board of Commissioners, the City acting by and through its City Council, and the Town acting by and through its Board of Supervisors determine that it is in the best interest of their respective constituents to work towards an integrated and coordinated transportation system that is consistent in design and jurisdiction when based on traffic demands and use; and

WHEREAS, the parties desire to work cooperatively to have the County become the road authority and improve the portion of 138th Street located from its intersection with the Airport Road to 155th Avenue, together with the unbuilt portion that will serve as an extension of 138th Street from 155th Avenue to Morrison County Road 256/160th Avenue (collectively, the "Project Area"); and

WHEREAS, the portion of 138th Street from the Airport Road to 155th Avenue is under the jurisdiction of the City ("City Portion") and the planned and unbuilt extension of 138th Street from 155th Avenue to 160th Avenue is anticipated to be acquired by the Town ("Town Portion"). The City Portion of the Project Area is not a municipal state-aid street; and

WHEREAS, the Project Area, which consists of the City Portion and the Town Portion, is an extension of 4th Street SE in the City, which is under the jurisdiction of the County; and

WHEREAS, as part of this coordination effort, the County will transfer to the City, and the City will accept as a City street, the portion of Riverview Street NE from 13th Avenue NE to County State Aid Highway 76 ("Riverview Segment"); and

WHEREAS, the Town Portion will connect 138th Street to County Road 256/160th Avenue, thereby eliminating the need for vehicular traffic on the existing 155th Avenue and 133rd Street, both of which are Town roads, located to the south and east of 138th Street (collectively, the "Replaced Roads"); and

WHEREAS, the Project Area, when constructed and paved, will serve as a collector to provide access to the Little Falls/Morrison County Airport (Lindbergh Field), hospital, churches, schools, recreational areas and public facilities; and

WHEREAS, the parties determine it is in their respective best interests to have the County take over and maintain the Project Area as a County road once the City Portion is improved and the Town Portion is acquired and constructed.
NOW, THEREFORE, the parties hereby agree as follows:

1. **Town Portion.** The Town agrees to acquire permanent easements to provide for a one hundred (100) foot public right-of-way corridor for the Town Portion of the Project Area. The County will provide the Town the easement forms, including the legal descriptions of the affected properties and of the easement areas, to be used by the Town for the acquisition of the right-of-way. The parties understand it may be necessary for the Town to revise the terms of the easements, but the County must consent to any revisions to its easement forms.

2. **Replaced Roads.** Once the Project Area is taken over by the County and constructed, the Town agrees to pass a resolution pursuant to Minnesota Statutes, section 164.152 to close the Replaced Roads to automobile and truck traffic, but may allow the Replaced Roads to remain open for other purposes as determined by the Town.

3. **City Portion.** The City agrees to acquire permanent easements to provide for a one hundred (100) foot public right-of-way corridor for the City Portion of the Project Area. The County will provide the City the easement forms, including the legal descriptions of the affected properties and of the easement areas, to be used by the City for the acquisition of the right-of-way. The parties understand it may be necessary for the City to revise the terms of the easements, but the County must consent to any revisions to its easement forms.

4. **Transfer of Riverview Segment.** The County and City agree they will develop a separate agreement pursuant to Minnesota Statutes, section 163.11, subdivision 9 to accomplish the transfer of jurisdiction and ownership for the Riverview Segment from the County to the City. Upon the execution of such agreement, the City shall become the road authority for the Riverview Segment and shall be responsible for maintaining, repairing, and improving it in the same manner as other City streets.

5. **County Road Designation.** The County agrees to adopt a resolution pursuant to Minnesota Statutes, section 163.11, subdivision 1 to designate the Project Area as a County Road. Such resolution shall be adopted immediately following the acquisition and recording of the easements for the City Portion and the Town Portion of the Project Area. The City and Town agree to take such actions as may be needed to consent to the designation of the Project Area as a County Road. The County shall thereafter be the road authority for the Project Area and be responsible for its construction, maintenance, repair, and improvement.

6. **Project Area Improvements.** The County agrees to include the construction of the Project Area in the County’s Transportation Improvement Plan to be constructed and bituminous surfaced within two years following its designation as a County Road. The County will be responsible for designing, constructing, and for paying all costs associated with the Project Area improvements including, but not limited to, paying all engineering costs.
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7. **Term.** This MOU shall be effective as of the date first written above and shall continue until the County completes the construction of the Project Area improvements as provided herein.

8. **Entire Agreement.** This MOU, including the recitals which are incorporated herein, contains the entire understanding of the parties regarding the matters addressed herein. No modifications to this MOU are effective unless in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed as of the day and year first above written.

**Morrison County**

[Signature]
Chairperson

[Signature]
Administrator

**City of Little Falls**

[Signature]
Mayor/Council President

[Signature]
Administrator

**Town of Little Falls**

[Signature]
Chairperson

[Signature]
Clerk 2016