

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)
AND
CITY OF SAINT PAUL**

1. Purpose and Scope

1.1. The purpose of this Memorandum of Understanding (MOU) is: to coordinate and define agency roles and responsibilities; to outline an approach to refine the project scope; and to identify subjects required for the execution of a future Turnback Agreement. The MnDOT defined project scoping process has identified a mill and overlay, ADA, pedestrian improvements and pavement markings on Hwy 3/Robert Street. The preferred alternate project scope is focused around reconstruction including, but not limited to, new sidewalks, new traffic signals, new street lighting, ADA improvements, and additional underground utility upgrades or modifications.

1.2. The public is better served by the assignment of the roadway to a jurisdiction that can most effectively and efficiently operate it. The proposed project scope centered on reconstruction for Robert Street provides the city with a facility that it would own, operate and maintain.

1.3. Coordination of this effort is beneficial to all parties to facilitate the release of the roadway from MnDOT to the city. A collaborative scope and design refinement process will be employed to consider the following: existing safety and condition deficiencies, local environment, local practices, enhancements, cost participation, engineering judgment or other aspects to achieve end goals.

A direct outcome of this process will be a project scoping document, budget, and timeline for the reconstruction alternative. The parties agree that a project lead by the city is preferred, to provide an efficient and effective method of project development and delivery. A Turnback Agreement will be executed to formalize the terms developed through this collaborative process.

1.4. The parties understand that there is risk in delivering a coordinated project.

2. Term of MOU

2.1. This MOU will be effective after all appropriate signatures have been obtained by MnDOT and the City of Saint Paul. This MOU will remain in effect until the road is released upon execution of the Turnback Agreement or canceled in writing by either party.

3. Responsibilities of City of Saint Paul:

City intends to:

3.1. Lead and collaborate with MnDOT through a consultant contract, to refine the project scope and design.

3.2. Lead the public outreach, design, construction and construction administration.

3.3. Participate in a project contract to complete a Metropolitan Council Regional Solicitation Application for Transportation Projects.

3.4. Accept a turnback of Hwy 3/Robert Street between the Interstate 94 bridge approach panel to the Mississippi River bridge approach panel based on a project scope centered on reconstruction.

3.5. Lead the RFP process to secure a design consultant contract including both pre and final design activities and participate in 100% of the design contract, including MnDOT reimbursement as part of the Turnback Agreement.

- 3.6. Fund city utility replacement costs, non-state-aid eligible items, and non-turnback eligible items. The city acknowledges that not all costs will be turnback eligible. Elements of eligibility and cost participation will be documented during the collaborative scope and design refinement process.
- 3.7. Secure necessary right-of-way if needed for the reconstruction alternative.

4. Responsibilities of MnDOT

MnDOT intends to:

- 4.1. Turnback Hwy 3/Robert Street between the Interstate 94 bridge approach panel to the Mississippi River bridge approach panel.
- 4.2. Lead and 100% fund a project contract to complete a Metropolitan Council Regional Solicitation Application for the reconstruction alternative of Robert Street on behalf of the city.
- 4.3. Participate in project scoping and pre-design.
- 4.4. Provide funds for the reconstruction, right of way acquisition, engineering and contract administration consistent with the outcome of the collaborative scoping and design refinement process.
- 4.5. Provide additional funds to meet the project needs as defined during the collaborative project scoping and design refinement process including state-aid and turnback eligible items related to the reconstruction alternative. Reimburse the city for their contribution of design costs as part of the Turnback Agreement.
- 4.6. Retain ownership until the roadway has been released to the city. This release will not occur before both parties have agreed to the terms of the Turnback Agreement. The terms of the agreement will be developed through a collaborative project scoping and design refinement process.
- 4.7. Due to the uncertain timeline regarding the potential reconstruction of Robert Street, MnDOT will continue to perform maintenance activities or improvements as defined in future interagency agreements on Robert Street until the transfer of jurisdiction to the City.

5. Contractual Obligations

- 5.1. This Memorandum of Understanding is not a legally binding agreement and creates no legally binding obligations for any party. Either party may, upon written notice, amend, or discontinue its role outlined in the MOU. Because of this mutual desire to proceed, each party fully intends to make a good faith effort to achieve the goals described above including working together to find mutually beneficial solutions when problems arise.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative will be:

Name: Melissa Barnes, P.E.
Title: North Area Manager
Location Name: MnDOT Water's Edge
Address: 1500 West County Road B2
Phone: 651-234-7718
Email: Melissa.Barnes@state.mn.us

- 6.2. City of Saint Paul's Authorized Representative will be:

Name: Nick Peterson, P.E.
Title: Assistant City Engineer
Location Name: City Hall Annex
Address: 25 W. Fourth Street, Saint Paul, MN 55102
Phone: 651-266-6155
Email: Nick.Peterson@ci.stpaul.mn.us

7. Government Data

- 7.1. The parties acknowledge that this MOU, as well as any data created, collected, stored, or received under the terms of this MOU, are “Government Data” within the meaning of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), and that they must comply with the provisions of the Act as it relates to such data.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

City of Saint Paul

The City certifies that the appropriate person(s) have executed the MOU on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: City Engineer and Interim Public Works Director

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: Assistant Commissioner or Assistant Division Dir.

Date: _____

MNDOT CONTRACT MANAGEMENT

By: _____

Date: _____