

**RAMSEY COUNTY  
COOPERATIVE AGREEMENT  
WITH THE CITY OF ARDEN HILLS FOR  
Right of Way Acquisition and Design for  
Reconstruction of the Intersection of  
Old Snelling Avenue North and County Road E/Lake Johanna Boulevard  
County State Aid Project 062-615-042 (County Road E/CSAH 15),  
County S.A.P. 062-676-005 (Old Snelling to north/ CSAH 76),  
County S.A.P. 062-749-003 (Lake Johanna Boulevard/CSAH 149),  
Municipal S.A.P. 187-111-004 (Old Snelling Ave to south)**

Total Estimated Right of Way Acquisition Cost:	\$ 943,978.00
City of Arden Hills Cost:	\$ 471,989.00
Ramsey County Cost:	\$ 471,989.00
Total Estimated Design Cost	\$ 343,841.00
City of Arden Hills Cost:	\$ 19,800.00
Ramsey County Cost:	\$ 324,041.00

Attachments:

- A – Project Location Map
- B – Right of Way Estimate
- C – Consultant Design Cost Summary

This Agreement is between the City of Arden Hills, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for the reconstruction of the intersection of Old Snelling Avenue North and County Road E/Lake Johanna Boulevard. A project location map is shown in Attachment A.

**RECITALS**

1. The Project is identified in Ramsey County’s 2022 – 2026 Transportation Improvement Program.
2. Old Snelling Avenue north of the intersection is designated as County State Aid Highway (CSAH) 76. County Road E east of the intersection is designated as County State Aid Highway (CSAH) 15. Lake Johanna Boulevard west of the intersection, is designated as County State Aid Highway (CSAH) 149. Old Snelling Avenue to the south is a Municipal State Aid Street (MSAS).
3. The Project has been designated by the Minnesota Department of Transportation (MnDOT) as eligible for State Aid Highway funds.
4. The Project has been designated as:

- County S.A.P. 062-615-042 on CSAH 15 (County Road E)
- County S.A.P. 062-676-005 on CSAH 76 (Old Snelling Ave. N.) (to the north)
- County S.A.P. 062-749-003 on CSAH 149 (Lake Johanna Blvd.)
- Municipal S.A.P. 187-111-004 on Old Snelling Ave. N. (to the south)

5. The subject road segment is located within the City.

## **AGREEMENTS**

### **1. Responsibility for Design Engineering**

1.1. Plans, specifications, and proposals will be prepared in accordance with Mn/DOT State Aid requirements.

1.1.1. The County will prepare plans, specifications, and proposals for the Project, which will include, among other things, the proposed reconstruction, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, medians, storm sewer, storm water treatment and infiltration basins, pedestrian curb ramps, turf establishment, traffic signals, street lighting, accessible pedestrian signals, and utility replacement and adjustments. The County will also prepare plans and specifications for the city utilities (watermain and sanitary sewer) being replaced with the project.

1.2. Plans for the Project showing proposed construction will be presented to the City and will be on file at Ramsey County Public Works Department.

1.3. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions. Revisions are subject to approval by the County.

### **2. Responsibility for the Right of Way Plan and Acquisition**

2.1 The County will prepare a right of way acquisition plan showing easements and other property interests required for construction of the Project in accordance with MnDOT State Aid standards.

2.2 The County will acquire the proposed easements and right of way in accordance with MnDOT State Aid requirements.

### **3 Procurement and Award of Contract**

3.1 The County will purchase ROW acquisition services and appraisal services in accordance with State law and County procedures.

### **4 Project Costs**

4.1 Except as provided herein, the County and City will participate in the costs of ROW acquisition in accordance with the Ramsey County Cost Participation Policy and approved in the 2022-2026 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement shall prevail.

#### 4.2 Design Engineering Costs

4.2.1 The City shall pay the County a design engineering fee equal to the consultant contract cost for the city utilities.

#### 4.3 Right of Way Acquisition Costs

4.3.1 Right of way acquisition costs including payment to owners, relocation assistance, appraisal fees, and other related costs of acquiring right of way for the Project will be shared 50% by the County and 50% by the City, except as provided below.

4.3.2 The County will not be responsible for assessments, fees, or fines, associated with owning property acquired for the Project. If the City imposes assessments, fees, or fines, the County will pay those costs and the City will reimburse the County for those costs.

4.3.3 The County will pay 100% of the County staff time for right of way acquisition.

### 5 Payment Schedule

5.1 Design Engineering Costs will be invoiced at the time of contract award.

5.2 ROW acquisition costs and payments will be invoiced monthly.

5.3 Payment will be made within 30 days of receipt of an invoice.

6 ROW acquired under this Agreement will be owned and maintained by the County.

7 The City grants the County temporary construction easements over all City owned rights-of-way and property within the limits of the Project for use during construction at no cost to the County.

8 The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the

execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.

- 9 This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

CITY OF ARDEN HILLS, MINNESOTA

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director of Public Works

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Approved by the Office of Financial Services:

By: \_\_\_\_\_

Date: \_\_\_\_\_

RAMSEY COUNTY, MINNESOTA

By: \_\_\_\_\_  
Ryan O'Connor, County Manager

Date: \_\_\_\_\_

Approval recommended:

\_\_\_\_\_  
Brian Isaacson, Director, Public Works Department

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney