

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH CITY OF SAINT PAUL**

Rice Street at Maryland
Intersection Reconstruction

Estimated Amount Receivable
from City of Saint Paul:

S.P. 62-631-05
Minn. Proj. HSIP 6209(152)
S.A.P. 62-631-08 (Right of Way)

Construction Costs	
Sanitary Sewer	\$2,240.00
Street Lights	\$86,940.00
Engineering	<u>\$10,600.00</u>

TOTAL	\$99,780.00
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Attachments:
Right of Way Estimate (Exhibit A)
Ramsey County Cost Participation Policy (Exhibit B)
Engineers Estimate (Exhibit C)

Estimated Amount Payable
To City of Saint Paul:

Construction Costs	
Signal Cabinet & Build Up	\$14,800.00
Engineering & Inspection	\$45,218.00

Right of Way (see attached Right of Way Estimate)	<u>\$1,700,000.00</u>
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TOTAL	\$1,760,018.00
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THIS AGREEMENT, by and between the City of Saint Paul, a municipal corporation, hereinafter referred to as the "City," and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the City and the County desire to reconstruct and rebuild the intersection on Rice Street at Maryland Avenue; and

WHEREAS, Rice Street, in the area affected by reconstruction is designated County State Aid Highway 49 and Maryland Avenue, in the area affected by reconstruction is designated County State Aid Highway 31, and both are in the City; and

WHEREAS, preliminary studies and reports conducted by the City and County indicate that it is feasible, practical, and technically proper to provide for the Rice Street at Maryland Avenue reconstruction; and

WHEREAS, the County has prepared or will prepare the necessary designs, plans, specifications, estimates, proposals and approvals in accordance with funding requirements to take bids for this project and will incorporate agreed-upon city-prepared items into the plans and specifications; and

WHEREAS, the City has prepared or will prepare those sections of the plans relating to street lighting, traffic signals, traffic signing, and pavement markings for incorporation into the plan set; and

WHEREAS, the intersection reconstruction of Rice Street at Maryland Avenue is designated as eligible for a grant of Federal Funds as Minn. Proj. HSIP 6209(152); and

WHEREAS, this project has been designated as eligible for CSAH fund reimbursement as S.P. 62-631-05; and

WHEREAS, plans for this project provide for the reconstruction of the existing intersection on Rice Street at Maryland Avenue by widening Maryland Avenue to provide for east-west left turn lanes; and

WHEREAS, plans for this project provide for reconstruction of the existing traffic signal to provide east-west left turn phasing and provide for reconstruction of sidewalk on each side of Maryland Avenue; and

WHEREAS, plans for this project, S.P. 62-631-05, Minn. Proj. HSIP 6209(152) showing proposed intersection reconstruction, alignment, profiles, grades and cross-sections for the improvement of the intersection of Rice Street at Maryland Avenue within the limits of the City as a Federally Assisted County State Aid Highway project have been presented to the City; and

WHEREAS, the grading and widening provisions require acquisition of certain right of way and temporary construction and slope easements prior to construction; and

WHEREAS, the County is utilizing the City of Saint Paul staff in acquiring necessary right of way, as determined by the construction project grading limits, under a separate right of way project, S.A. P. 62-631-08, utilizing County and Municipal State Aid funds for reimbursable costs; and

WHEREAS, the project includes, in addition to other things, grading, paving, walks, boulevard, utility adjustments, concrete curb and gutter, storm sewers, traffic control signals and street lights; and

WHEREAS, the County will take bids for the project, prepare an abstract of bids and cost participation summary, request the City's concurrence to award a contract, award a contract and pay the contractor from State Aid and Municipal State Aid Highway funds identified for the project.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

Real Estate Acquisition Services

1. The City and County shall acquire, and the County shall pay, for all rights of way and easements required for the construction of the project within the grading limits of the plan, as set forth herein. Any rights of way that cannot be negotiated will be acquired through eminent domain proceedings, initiated and managed by the County in the name of the City.

2. All City owned rights of way and temporary construction easements within the limits of the project are hereby granted to the County for project use during construction.

3. The County will utilize City staff for right of way acquisition services on the project, and will compensate the City for those services provided as shown in the attached Right of Way Estimate – Real Estate Fee for \$28,200, attached as Exhibit A.

4. For direct purchase acquisition of the project real property parcels, the City will use the services of the City Real Estate and the City Attorney Office to process purchase agreements and related transactions. City Real Estate will keep the County Public Works Project Manager informed of the acquisition process and progress. City Real Estate will specifically inform the County Public Works Project Manager if direct purchase is not attainable and that the County needs to consider eminent domain.

5. In the event condemnation is necessary the County will provide legal services necessary to condemn easements required for the Project. The easements will be acquired in the name of the City as authorized by St. Paul City Council Resolution Final Order. All such costs incurred by the County will be fully reimbursed from the project budget.

6. The City will convey to the County all remnant parcels not encumbered by permanent easement prior to the completion of the project.

7. The County will pay the cost of right of way for the project as identified on the attached Right of Way Estimate and Right of Way Plan for all the parcels acquired. In the case of any right of way acquired through eminent domain, the County shall pay all court ordered acquisition costs, even if those costs exceed those shown in the attached Right of Way Estimate. Should outside legal counsel be required the County shall contract for such services and pay the cost of the services.

City shall work cooperatively with the County and legal counsel contracted to perform condemnation services until the property has been acquired.

8. The City agrees to dedicate the necessary public easements at 1199 Rice Street at no cost to the County for the widening of Maryland Avenue.

9. The City shall hold all easement or fee ownership rights acquired for this project. On any property owned by the City in fee, the City will grant an easement over area necessary for the County to complete the construction project.

Construction Scope of Work, Financing and Administration

10. Prior to County award of a contract, the County shall first receive concurrence from the City for award of the contract to the lowest responsible bidder.

11. Upon award of a construction contract, the County shall perform or contract the performance of project administration including construction inspection except for the traffic signal and street lighting related construction. The City shall perform construction inspection for these items.

12. The County and City shall participate in the costs of construction as set forth in this agreement and to the extent applicable, in accordance with the adopted Ramsey County Public Works 2010 -2014 Transportation Improvement Plan, which is attached hereto as Exhibit B. If there is a conflict between the attached Transportation Improvement Plan and this agreement, this agreement shall prevail.

13. The estimated construction cost of items eligible for federal participation is \$1,100,000.00. Federal Funds granted to this project shall be applied to all eligible items at a rate not to exceed 90% of their construction cost.

14. Storm sewer construction costs attributable to the road right of way and facilities needed for the road drainage (catch basins and leads) are estimated to be eligible for reimbursement from County State Aid funds. The City is responsible for costs associated with repairs or upgrades to the mainline stormsewer system as it passes through the project area. Each agency shall pay for the storm sewer costs as determined by the MN/DOT hydraulics memorandum, which will be issued upon MnDOT's approval of the construction plans. The County will provide the cost breakdown between the City and County.

15. All construction costs related to water main, water services and hydrants shall be covered under a separate agreement with Board of Water Commissioners of the City of St. Paul.

16. Upon completion of the project, the County shall own and maintain the storm sewer catch basins and leads on its County roads and the City shall own and maintain the storm sewer trunk

lines within the City. Storm sewer laterals and drains servicing property within the City outside the road right of way shall also be owned and maintained by the City.

17. The County shall pay 100% of the construction cost of traffic signal system at Rice Street at Maryland Avenue after the application of Federal Funds. The City shall continue to maintain the traffic signals as per the Ramsey County / City of Saint Paul Maintenance Agreement.

18. The County shall pay to the City 100% of the cost of traffic signal equipment provided by the City to the project.

19. The City shall pay to the County 100% of the cost of streetlights provided in the project, after the application of Federal Funds. Upon completion of the project, the City shall own and maintain the streetlights.

20. The City shall provide the Emergency Vehicle Preemption equipment for installation by the Contractor.

21. The City shall pay to the County 100% of the cost of the sanitary sewer service reconstruction on the project. The City shall continue to own and maintain the sanitary sewer.

22. All City utilities or facilities modified or added to those provisions presently made in the plans and specifications may be incorporated in the construction contract by supplemental agreement and shall be paid for as specified in the supplemental agreement. Design and construction engineering fees shall be negotiated.

23. The City shall reimburse the County twelve percent (12%) of the City's share of the construction cost prior to the application of Federal Funds, as determined by the final amount due the contractor, as a construction-engineering fee and has been estimated at \$10,600.00

24. The County shall reimburse the City twentyfive percent (25%) of the County's share of the traffic signal construction costs prior to the application of Federal Funds, as determined at the time of contract award, as a traffic signal design-engineering and inspection fee and has been estimated at \$45,218.81.

25. Quantity distributions identified above are shown in the Statement of Estimated Quantities in the plans. Estimated costs are identified in the Engineer's Estimate (Exhibit C). Actual costs shall be based on the contractor's unit prices and the quantities constructed.

26. All liquidated damages assessed the contractor in connection with the work performed on the project shall result in a credit shared by the City and the County in the same proportion as their respective total share of construction costs to the total construction cost without deduction for liquidated damages.

27. The County shall, when a construction contract is proposed to be awarded, prepare a revised estimate and cost participation breakdown based on construction contract unit prices and submit a copy to the City. Upon concurrence to award a construction contract, the City agrees to advance to

the Treasurer of Ramsey County an amount equal to the City total construction cost share. Upon concurrence to award a construction contract, the County agrees to forward to the City an amount equal to the amount due by the County to the City for design engineering.

28. Upon substantial completion of the work, the County shall prepare a revised estimate of cost participation breakdown based upon the contract unit prices and the actual units of work estimated to have been performed and submit a copy to the City. The construction engineering costs to be paid the County by the City shall be based on this estimated final construction cost. The County shall add to the City's estimated final construction costs the construction engineering costs, and deduct City funds previously advanced for the project by the City. The City agrees to pay to the County any amounts due. In the event the calculations show that the City has advanced funds in greater amount than is due the County, the County shall refund the amount to the City without interest.

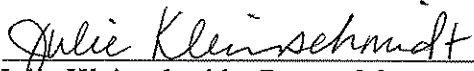
29. The City and County shall indemnify, defend and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to 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.

30. This Agreement shall remain in full force and effect until terminated by mutual agreement of the City and the County.

31. Preliminary plans reviewed at the City public hearing and final plans and specifications are hereby in all things approved.

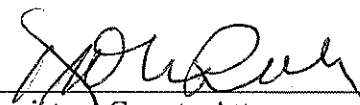
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

THE COUNTY OF RAMSEY


By 
Julie Kleinschmidt, County Manager

Date 1/24/2011

Approved as to Form:


Assistant County Attorney

Recommended for Approval:


James Tolaas, P.E.
Public Works Director and County Engineer

CITY OF SAINT PAUL

By *Kelly Williams (Dy. Mayor)*

Mayor

By *Shari Moore*

City Clerk

By *M. Kelly*

Director of Financial Services

Date *1-6-11*

Approved as to Form:

Lisa R. With
City Attorney

Exhibit A

Right of Way Estimate for Rice Maryland Intersection Widening Project																					
Parcel	Property Owner	Type of Take	Parcel Address	PIN #	Permanent Easement	Temporary Easement	Est \$/SF	2008 Real Estate Land Value	2008 Real Estate Building Value	Loss of tree/misc	Severance Damages	18 Month Temporary Easement	2008 Total Estimated Market Value	Real Estate Fee (2% or \$500)	Appraisal Fees	Relocation Expenses	Land clearing (Demo) Expenses	Estimated Environmental Testing Expenses	Estimated Closing Costs	Contingency (20%)	Estimated Cost to Acquire
1	Eric R. Nelson		1194 Albermarle	252923110011	1525	937	\$10.00	\$9.00	\$0	\$10,000	\$15,000	\$1,405.50	\$26,414.50	\$500	\$1,500					\$5,683	\$34,097
2	City of St. Paul - Bar	TT	1199 Rice	252923110001								\$0.00	\$485,000.00	\$9,700							\$485,000
3	Bital Alsadi & Iman Akli	TT	1200 Rice St.	302922220008	2642	570		\$325,000	\$300,000				\$625,000	\$12,500	\$10,000	\$50,000	\$50,000	\$10,000	\$5,000	\$152,500	\$915,000
4	Charles T. Bohmer		120 Maryland	302922220007	799	320	\$10.00	\$7,990.00	0		\$20,000	\$480.00	\$28,470.00	\$500	\$1,500					\$6,094	\$36,564
5	Douglas Villeda		116 Maryland	302922220006	800	320	\$10.00	\$8,000.00	0	\$2,500	\$20,000	\$480.00	\$30,980.00	\$500	\$1,500					\$6,596	\$39,576
6	St. Paul Public Housing Agency		112 Maryland	302922220005	1230	721	\$10.00	\$12,300.00	0	\$10,000	\$25,000	\$1,081.50	\$48,381.50	\$500	\$1,500					\$10,076	\$60,458
7	Frances M. Falde		104 Maryland	302922220004	1105	958	\$10.00	\$11,050.00	0	\$10,000	\$35,000	\$1,437.00	\$57,487.00	\$500	\$1,500					\$11,897	\$71,384
8	Jacqueline Powell		90 Maryland	302922220003	30	500	\$10.00	\$300.00	0	\$500		\$750.00	\$1,550.00	\$500	\$1,500					\$710	\$4,260
9	Washington Mutual Bank	TE	1210 Albermarle	242923440119	0	439	\$10.00	\$0.00	0			\$658.50	\$658.50	\$500	\$1,500					\$532	\$3,190
10	Kenneth L. Bishop		159 Maryland	242923440118	0	310	\$10.00	\$0.00	0	\$200		\$465.00	\$665.00	\$500	\$1,500					\$533	\$3,198
11	Maria L. Cartajena		155 Maryland	242923440117	0	310	\$10.00	\$0.00	0	\$500		\$465.00	\$965.00	\$500	\$1,500					\$593	\$3,558
12	Rice Holdings Co. LLC		1201 Rice	242923440116	73	714	\$25.00	\$1,825.00	0			\$2,677.50	\$4,502.50	\$500	\$1,500					\$1,301	\$7,803
13	Horn MN LLC		99 & 121 Maryland	192922330085, 87, 89, 124	72	2077	\$25.00	\$1,800.00	0			\$7,788.75	\$9,588.75	\$500	\$1,500					\$2,318	\$13,907
14	Jose A. Sanmchez		91 Maryland	192922330090	0	403	\$10.00	\$9.00	0	\$2,000		\$604.50	\$2,613.50	\$500	\$1,500					\$923	\$5,536
Total					8276	8579		\$ 368,283	\$ 300,000	\$ 35,700	\$ 115,000	\$ 18,293	\$ 1,322,276	\$ 28,200	\$ 28,000	\$ 50,000	\$ 50,000	\$ 10,000	\$ 5,000	\$ 199,755	\$ 1,683,532

Possession on 12/12/03 -

The information contained in this estimate is for budget purposes only, and is subject to change upon further study.

It should not be considered a full professional real estate appraisal.

This spreadsheet example was developed for the purpose of tracking compliance with the Uniform Act and Federal guidelines for the acquisition of R/W by government agencies using Federal funding in acquisition and construction of highway projects. Environmental Review and Project Memorandum Approvals would have been received before the acquisition of R/W would begin. The columns in this spreadsheet can be expanded to include other items of importance to the Local Public Agency (LPA) as may be desired. Type of Taking would be identified by PE (permanent easement) TE (temporary easement) UE (utility easement) DE (drainage easement) BRE (building removal easement) or some other abbreviation. Other column headings are explained below. Agency information letter is an official introductory letter to the property owner that informs them of the project affecting their property, that an appraiser will contact them, with informational brochure describing the process and their legal rights and a field title information should be collected in the initial contacts with the owner to discover additional information such as tenants, lien holders, well and septic information, type of estate (life estate, joint tenancy, etc). This information should be collected. Appraisal date is the effective date of the appraisal. \$ Amount of fair market value, Type of appraisal: Minimum Damage Appraisal (MDA) Uncomplicated (UNC), Before/After (B/A). Appraiser should indicate if owner accepted invitation to accompany him at the Review Appraisal Date is the date of review. The amount is the Certified fair market value to be used in the offer letter. The appraiser should have at a minimum the same qualifications as the appraiser, desirable to have superior experience. The Local Public Agency (LPA) approval signature date by an agency official with the authority to make this determination of fair market value to be offered to the property owner. The LPA cannot delegate or contract out this responsibility. A property owner can choose to waive his right to an appraisal and dedicate the R/W required for a project. He must sign a letter stating this. Information regarding his right to do so can be included in the informational materials provided with the initial offer letter. The Negotiated Settlement may be arrived at anytime in the process even after the Court Hearing on Petition that establishes a Title and Possession Date. The owner should never feel coerced to reach a settlement. Title and Possession is the date the local public agency can expect to receive a #1 Certificate for the project provided they have made a payment of the appraised value in the offer to either the owner or the court. Signed Documents are tracked by the date of signing and whether they are Warranty deed or Quit Claim deed. The Check number, amount and date is evidence that the property owner has been paid. Title and possession is not obtained until the check is in the hands of the owner documented by amount and date received by owner. The Relocation Eligibility Letter must be distributed to the Owner and Tenants as close to the date of offer as possible, but no more than two weeks after the offer letter has been received by the owner. If the acquisition of property is a total take or if Relocation of Tenants or Owners is involved, the Relocation files will need to be reviewed separately to assure compliance with the Uniform Acts provisions.

Exhibit B – Ramsey County Public Works Cost Participation Agreement

COST PARTICIPATION POLICY

RAMSEY COUNTY PUBLIC WORKS COST PARTICIPATION GUIDELINES FOR IMPLEMENTATION OF COUNTY POLICY AS OUTLINED IN RESOLUTION 9-1272 FOR THE CONSTRUCTION, RECONSTRUCTION AND MAJOR MAINTENANCE OF ROAD IMPROVEMENTS.

CURRENT STANDARDS FOR THE DESIGN AND CONSTRUCTION OF COUNTY STATE AID HIGHWAYS SHALL APPLY FOR THE INTERPRETATION OF THESE POLICIES.

(PERCENT)

CATEGORY	CSAH > 5000 POPULATION	COUNTY ROAD	CSAH < 5000 POPULATION & WHITE BEAR TOWNSHIP	COUNTY SHARE OF FEDERAL PROJECT*
Right of Way	0	0	0	100
Removals	100	100	100	100 of nonfederal share eligible for State Aid
Travel Lanes	100	100	100	100 of nonfederal share
Parking Lanes	25	0	100	25 of nonfederal share
Shoulders	25	0	100	25 of nonfederal share
Concrete Curb & Gutter (new)	25	0	25	25 of nonfederal share
Concrete Curb & Gutter (Replacement)	100 if in serviceable condition	0	100 if in serviceable condition	100 of nonfederal share
Storm Sewer	% eligible for State Aid	Assessment Policy	% eligible for State Aid	100 of nonfederal share eligible for State Aid

* Federal participation is estimated to be 50 to 77% of eligible items
 ** Traffic signal construction is addressed in a separate policy (County Board Resolution 81-1001)
 *** Retaining walls constructed in lieu of right of way acquisition

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CATEGORY	CSAH > 5000 POPULATION	COUNTY ROAD	CSAH < 5000 POPULATION & WHITE BEAR TOWNSHIP	COUNTY SHARE OF FEDERAL PROJECT*
Culverts	100-State Aid	100	100-State Aid	100 of nonfederal share
Watermain Modification	100 if required for travel lane construction	100 if required for travel lane construction	100 if required for travel lane construction	100 of nonfederal share eligible for State Aid if required for travel lane construction
Sanitary Sewer Modification	100 if required for travel lane construction	100 if required for travel lane construction	100 if required for travel lane construction	100 of nonfederal share eligible for State Aid if required for travel lane construction
Other Utilities (telephone, gas, cable TV, electric, pipelines, etc.)	0 inside existing R/W 100 outside R/W	0	0	0 inside existing R/W; nonfederal share outside R/W
Traffic Signals**	100 of county legs	100 of county legs	100 of county legs	100 of nonfederal share of county legs
Roundabouts	100 of county legs	100 of county legs	100 of county legs	100 of nonfederal share of county legs

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CATEGORY	CSAH > 5000 POPULATION	COUNTY ROAD	CSAH < 5000 POPULATION & WHITE BEAR TOWNSHIP	COUNTY SHARE OF FEDERAL PROJECT*
Intersecting Streets	Ratio of surface participation items	Ratio of surface participation items	Ratio of surface participation items	Ratio of surface participation items of nonfederal share
Retaining Walls	25 ***	0	25 ***	100 of nonfederal share
Grading Behind Curb	100	0	100	100 of nonfederal share
Pedestrian Grade Separations	25	25	25	0 of nonfederal share
Sidewalks (new)	25	25	25	0 of nonfederal share
Sidewalks (replacement)	100 if in serviceable condition & required for travel lane construction	0	100 if in serviceable condition & required for travel lane construction	100 of nonfederal share if in serviceable condition & required for travel lane construction
Bituminous Bikepath (new)	25 if on approved system & funds are available	25 if on approved & if funds are available	25 if on approved system & funds are available	0

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CATEGORY	CSAH > 5000 POPULATION	COUNTY ROAD	CSAH < 5000 POPULATION & WHITE BEAR TOWNSHIP	COUNTY SHARE OF FEDERAL PROJECT*
Bituminous Bike-Path (replacement)	100 if in serviceable condition & required for travel lane construction	100 if in serviceable condition & required for travel lane construction	100 if in serviceable condition & required for travel lane construction	100 of nonfederal share if in serviceable condition
Bituminous Overlay	100	100	100	N/A
Replacement or Transplanting Trees	25	0	100	25 of nonfederal share
Replacement Shrubs	0	0	0	0
Fencing Replacement	100 if in serviceable condition; 0 if on county R/W or in poor condition	0	100 if in serviceable condition; 0 if on county R/W or in poor condition	100 of nonfederal share if in serviceable condition; 0 if on county R/W or in poor condition
Seeding, Sodding, Fertilizer	100	0	100	100 of nonfederal share eligible for State Aid

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CATEGORY	CSAH > 5000 POPULATION	COUNTY ROAD	CSAH < 5000 POPULATION & WHITE BEAR TOWNSHIP	COUNTY SHARE OF FEDERAL PROJECT*
Driveway Replacement	100	0	100	100 of nonfederal share eligible for State Aid
Preliminary Engineering	% of participation	% of participation	% of participation	% of participation prior to application of federal funds
Construction	% of participation	% of participation	% of participation	% of participation prior to application of federal funds

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