

**RAMSEY COUNTY  
COOPERATIVE AGREEMENT  
WITH THE CITY OF ST. PAUL FOR  
Reconstruction of Larpenteur Avenue  
County State Aid Project 062-630-074  
Municipal State Aid Project 164-020-159**

<b>Total Project Cost:</b>	<b>\$11,504,000.85</b>
<b>Ramsey County Cost:</b>	<b>\$11,084,651.86</b>
<b>City of St. Paul Cost:</b>	<b>\$25,700.79</b>

**Attachments:**

- Exhibit A - Project Location Map**
- Exhibit B - Engineer's Estimate**
- Exhibit C – Storm Sewer Ownership**
- Exhibit D – County Board File No. 1740**

This Agreement is between the City of St. Paul, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County")

WHEREAS, The Project Limits are defined as Larpenteur Avenue (County State Aid Highway 30) from Flandrau Street to Hazel Street ("Project Limits"); and

WHEREAS, in the area affected by construction, Larpenteur Avenue is designated County State Aid Highway (CSAH) 30, and is located in the City; and

WHEREAS, Larpenteur Avenue is in City rights-of-way; and

WHEREAS, the Project has been designated for funding by the Minnesota Department of Transportation ("MnDOT") as eligible for County State Aid Highway ("CSAH") funds, and, Municipal State Aid System ("MSAS") funds; and

WHEREAS, the Project has been designated as County State Aid Project (S.A.P.) 062-630-074 (Larpenteur Avenue) and Municipal State Aid Project 164-020-159 (Larpenteur Avenue); and

WHEREAS, the City and County desire to reconstruct Larpenteur Avenue between Flandrau Street to Hazel Street within the Project Limits ("Project") and this location is shown in Exhibit A – Project Location Map; and

WHEREAS, the reconstruction is identified in Ramsey County's 2023-2027 Transportation Improvement Program for Roadway Construction Improvements

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

## **AGREEMENT**

### 1. Responsibility for Design Engineering

- 1.1. Plans, specifications, and proposals will be prepared in accordance with Mn/DOT State Aid requirements.
- 1.2. 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, accessible pedestrian signals, and utility replacement and adjustments.
- 1.3. Plans for the Project showing proposed construction will be presented to the City and will be on file at Ramsey County Public Works Department.
- 1.4. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions, with the exception of any costs associated with the Joint Storm Interceptor, as shown in Exhibit C – Storm Sewer Ownership. Costs associated with the Joint Storm Interceptor will be shared in equal one-third proportions between Ramsey County, the City of Maplewood, and the City of St. Paul, as outlined in Exhibit D – County Board File No. 1740. Revisions are subject to approval by all parties.

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

- 2.1. Right-of-Way being acquired for the Project is detailed in County Agreement PUBW2022-14R.

### 3. Procurement and Award of Contract

- 3.1. The County will take bids in accordance with state law and County procedures.
- 3.2. The County will prepare an abstract of bids and a cost participation summary based on the lowest responsible bidder's proposal and will provide the same to the City.
- 3.3. The County will require the City's concurrence to award a contract to the lowest responsible bidder.

4. Responsibility for Construction Engineering

4.1. The County shall perform or contract the performance of the construction engineering for all elements of the Project.

5. Project Costs

5.1. Except as provided herein, the County and City will participate in the costs of construction in accordance with the Ramsey County Cost Participation Policy as approved in the 2023 – 2027 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement shall prevail.

5.2. County and City will each be responsible for the total estimated cost of the construction pay items as shown in Exhibit B – Engineer’s Estimate. Quantities and unit prices shown in Exhibit B are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed, determined after Project completion.

5.3. Mobilization, Field Office Type D - Modified, Remove Trench Drain, Traffic Control, Alternative Pedestrian Route, Stabilized Construction Exit, and Erosion Control Supervisor are defined collectively as the “Prorated Items” The City percentage of the Prorated Items is calculated as follows:

$$\text{City \% Prorated Items} = \frac{\text{(City Cost excluding the Prorated Items Cost)}}{\text{(Total Project Cost excluding the Prorated Items Cost)}}$$

The costs in the Prorated Items calculation will be based on contract unit prices and quantities at the time of contract award. No adjustments in the percentages will be made if unit prices or quantities vary during construction.

5.4. Costs associated with the Joint Storm Interceptor, as shown in Exhibit C – Storm Sewer Ownership, will be shared in equal one-third proportions between Ramsey County, the City of Maplewood, and the City of St. Paul. These costs are shown in Exhibit B – Engineer’s Estimate. Actual costs shall be based on the contract unit prices and the quantities constructed, determined after Project completion.

5.5. Design Engineering Costs

5.5.1. The City shall pay the County a design engineering fee equal to 12% of the City’s share of the construction pay items identified in Exhibit B.

5.6. Construction Engineering Costs

5.6.1. The City shall pay the County a construction engineering fee equal to 12% of the City's share of the construction pay items identified in Exhibit B.

6. Payment Schedule

6.1. The County will invoice design engineering fees at the time of contract award.

6.2. The County will invoice construction engineering costs monthly and at the time of substantial Project completion, as determined by the County.

6.3. The County will invoice construction costs monthly and at the time of substantial Project completion, based on the payments made to the contractor.

6.4. Invoices must include documentation of the charges, fees, and costs as reasonably required by the other party.

6.5. Payment will be made within 35 days of receipt of an invoice.

7. Ownership and Maintenance Responsibility for Project Elements

7.1. The joint powers agreement between the County and the City, County Resolution 93-643 and City Council File 93-1974, details maintenance responsibilities and costs on the County road system in the City.

7.2. The responsibility for the maintenance and repair of the Joint Sewer Interceptor shown in Exhibit C – Storm Sewer Ownership shall be shared in equal one-third proportions between Ramsey County, the City of Maplewood, and the City of St. Paul, as outlined in Exhibit D – County Board File No. 1740

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

9. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof.

10. 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.

11. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

12. ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing", (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

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

If to the CITY:                      City of St. Paul  
   891 Dale Street N  
   St. Paul, MN 55103  
   Attention: Nick Peterson

If to the COUNTY:                      Ramsey County Public Works  
   1425 Paul Kirkwold Drive  
   Arden Hills, MN 55112  
   Attention: Brad Estochen, Ramsey County Engineer

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

CITY OF ST. PAUL, MINNESOTA

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

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

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

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

Approved by the Office of Financial Services:

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

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

Approved as to Form:

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

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

RAMSEY COUNTY, MINNESOTA

\_\_\_\_\_  
Ryan T. O'Connor, County Manager

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

Approval recommended:

\_\_\_\_\_  
Brad Estochen, Ramsey County Engineer  
Public Works Department

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

Approved as to form:

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

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



# RAMSEY COUNTY PUBLIC WORKS DEPARTMENT

## WHITE BEAR AVENUE IMPROVEMENTS

### MAPLEWOOD CITY PROJECT NO. 19-26

### COUNTY PROJECT NO. P-8030



SAINT PAUL  
MINNESOTA

GOVERNING SPECIFICATIONS  
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. ALL TRAFFIC CONTROL SIGNING AND DEVICES SHALL CONFORM TO THE MUTCD, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

CONSTRUCTION PLAN FOR GRADING, BITUMINOUS SURFACING, CONCRETE PAVEMENT, RETAINING WALLS, SIGNAL, ADA IMPROVEMENTS, AND UTILITY IMPROVEMENTS

LOCATED ON: WHITE BEAR AVENUE (CSAH 65) FROM LARPENTEUR AVENUE TO FROST AVENUE  
 (GEOGRAPHIC DESCRIPTION) LOCATED ON: LARPENTEUR AVENUE (CSAH 30) FROM FLANDRAU STREET TO NORTH HAZEL STREET  
 LOCATED ON: NORTH ST. PAUL ROAD (CSAH 29) FROM WHITE BEAR AVENUE TO RIPLEY AVENUE

#### LEGEND

- INPLACE GATE VALVE
- ⊕ INPLACE HYDRANT
- INPLACE CURB BOX
- ⊗ INPLACE WATERMAIN MANHOLE
- ⊙ INPLACE SANITARY MANHOLE
- ⊕ INPLACE STORM MANHOLE
- ⊕ CB INPLACE CATCH BASIN
- GAS INPLACE GAS VALVE
- CTV INPLACE CABLE TV BOX
- T INPLACE TELEPHONE BOX
- ⊕ INPLACE POWER POLE
- ⊕ INPLACE ELECTRICAL MANHOLE
- ⊕ INPLACE ELECTRICAL TRANSFORMER
- \* INPLACE LIGHT POLE
- I — INPLACE WATERMAIN
- S — INPLACE SANITARY SEWER
- > — INPLACE STORM SEWER
- GAS INPLACE GAS MAIN
- CATV INPLACE CABLE TV
- T-UG INPLACE UNDERGROUND TELEPHONE LINE
- P-UG INPLACE UNDERGROUND POWER
- P-OH INPLACE OVERHEAD POWER
- ===== INPLACE CURB AND GUTTER
- INPLACE PAVEMENT
- x x x INPLACE FENCE
- INPLACE RIGHT-OF-WAY
- INPLACE EASEMENT
- ▭ INPLACE MAILBOX
- ⊕ INPLACE SOIL BORING
- ⊕ INPLACE STREET SIGN
- ⊕ INPLACE TREE
- ⊕ INPLACE TREE LINE
- ⊕ INPLACE WETLAND
- INPLACE CONTOUR
- 1011 PROPOSED CONTOUR
- 1010
- PROPOSED GATE VALVE
- ⊕ PROPOSED HYDRANT
- PROPOSED MANHOLE (STORM/SANITARY)
- ▭ PROPOSED CATCH BASIN
- I — PROPOSED WATERMAIN
- S — PROPOSED SANITARY SEWER
- > — PROPOSED STORM SEWER
- ===== PROPOSED CURB AND GUTTER
- PROPOSED CONSTRUCTION LIMITS
- PROPOSED TEMPORARY EASEMENT
- WL WETLAND LIMITS

	WHITE BEAR AVE	LARPENTEUR AVE	NORTH ST. PAUL RD
GROSS LENGTH	2749.43 FT	0.52 MI	2066.04 FT
BRIDGE LENGTH	N/A FT	N/A MI	N/A FT
EXCEPTION LENGTH	N/A FT	N/A MI	N/A FT
NET LENGTH	2749.43 FT	0.52 MI	2066.04 FT

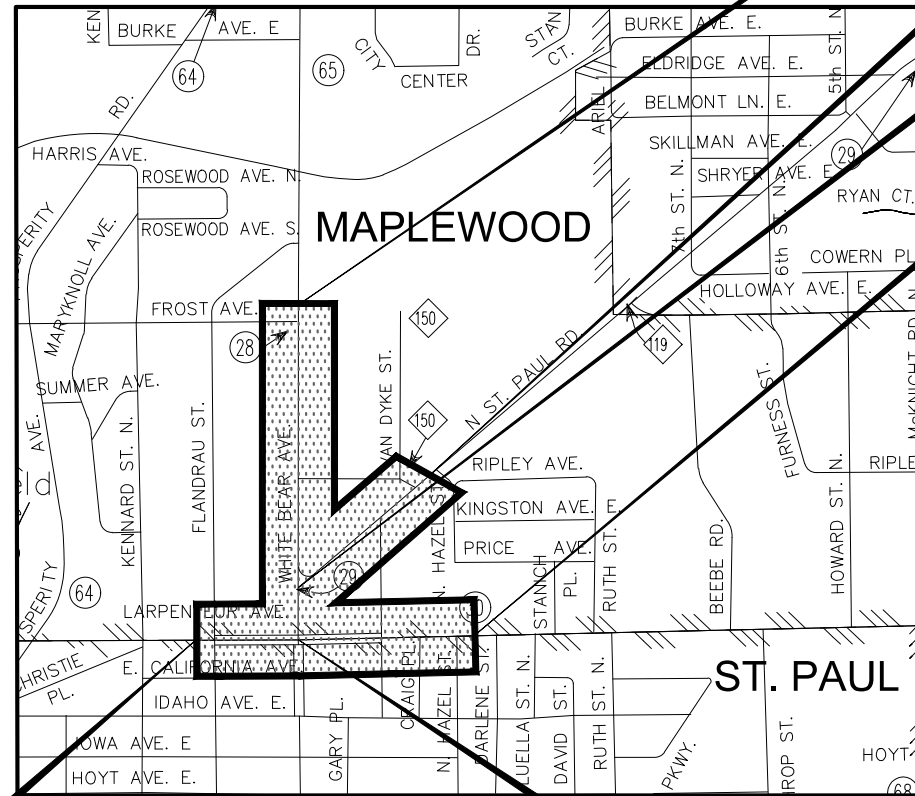
	WHITE BEAR AVE	LARPENTEUR AVE	NORTH ST. PAUL RD
RAMSEY COUNTY S.A.P.	062-665-062	062-630-074	062-629-010
CITY OF MAPLEWOOD S.A.P.	138-020-044	138-020-042	138-020-043
CITY OF ST. PAUL S.A.P.		164-020-159	

WHITE BEAR AVE STA. 326+71.06  
END S.A.P. 062-665-062,  
138-020-044

NORTH ST. PAUL RD STA. 415+00.85  
END S.A.P. 062-629-010,  
138-020-043

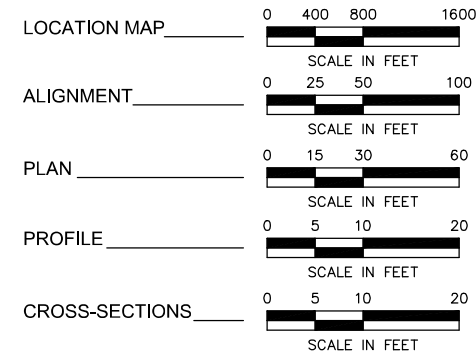
NORTH ST. PAUL RD STA. 400+23.90  
BEGIN S.A.P. 062-629-010,  
138-020-043

LARPENTEUR AVE STA. 120+93.73  
END S.A.P. 062-630-074,  
138-020-042,  
164-020-159



PROJECT LOCATION  
COUNTY RAMSEY  
DISTRICT METRO

#### PLAN SET SCALES



LARPENTEUR AVE STA. 100+27.69  
BEGIN S.A.P. 062-630-074,  
138-020-042,  
164-020-159

WHITE BEAR AVE STA. 299+21.63  
BEGIN S.A.P. 062-665-062,  
138-020-044

	WHITE BEAR AVE	LARPENTEUR AVE	NORTH ST. PAUL RD
Present ADT (2023)	23,000	9,330	3,300
Future ADT (2043)	25,900	10,300	3,600
Functional Classification	MINOR ARTERIAL	MINOR ARTERIAL	MINOR ARTERIAL
No. of Traffic Lanes	4	2	2
Shoulder Width			
R-Value Designed	20	20	20
No. of Parking Lanes			
Structural Design Strength	10 TON	10 TON	10 TON
20 YR BESALS		1,112,000	542,000
35 YR BESALS (CONCRETE)	14,014,000		
Designed Speed	35 MPH	30 MPH	40 MPH

Speed not achieved at  
Design Speed Based on Stopping Sight Distance Height of eye 3.5' Height of Object 2.0'

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, OF THIS PLAN WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ENGINEER \_\_\_\_\_  
DATE \_\_\_\_\_ REG. NO. \_\_\_\_\_

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

STATE AID PROJ. NO. S.A.P. 062-665-062  
 STATE AID PROJ. NO. S.A.P. 138-020-044  
 STATE AID PROJ. NO. S.A.P. 062-630-074  
 STATE AID PROJ. NO. S.A.P. 138-020-042  
 STATE AID PROJ. NO. S.A.P. 138-020-042  
 STATE AID PROJ. NO. S.A.P. 164-020-159  
 STATE AID PROJ. NO. S.A.P. 062-629-010  
 STATE AID PROJ. NO. S.A.P. 138-020-043

#### SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
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5	GENERAL NOTES AND STANDARD PLATES
6	GENERAL LAYOUT
7-15	TABULATIONS
16-39	STANDARD PLANS
40-47	TYPICAL SECTIONS
48-53	ALIGNMENT PLAN AND TABULATION
54-60	CONSTRUCTION PHASING PLAN
61-68	INPLACE CONDITION PLAN
69-71	STORM WATER POLLUTION PREVENTION PLAN
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143	GRADING PLAN
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147-158	PAVING PLANS
159-169	INTERSECTION DETAIL PLAN
170-201	TRAFFIC SIGNAL PLAN
202-220	SIGNING AND STRIPING PLANS
221-254	CROSS SECTIONS

### Exhibit A - Project Location Map



767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114  
PHONE: 651-645-4197  
WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 11/11/22 LIC. NO. 41864

ENGINEER Chad B. Larson  
CHADD B. LARSON, PE

APPROVED \_\_\_\_\_ 2022  
CITY OF SAINT PAUL ENGINEER

APPROVED \_\_\_\_\_ 2022  
CITY OF MAPLEWOOD ENGINEER

APPROVED \_\_\_\_\_ 2022  
RAMSEY COUNTY ENGINEER

APPROVED \_\_\_\_\_ 2022  
DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY

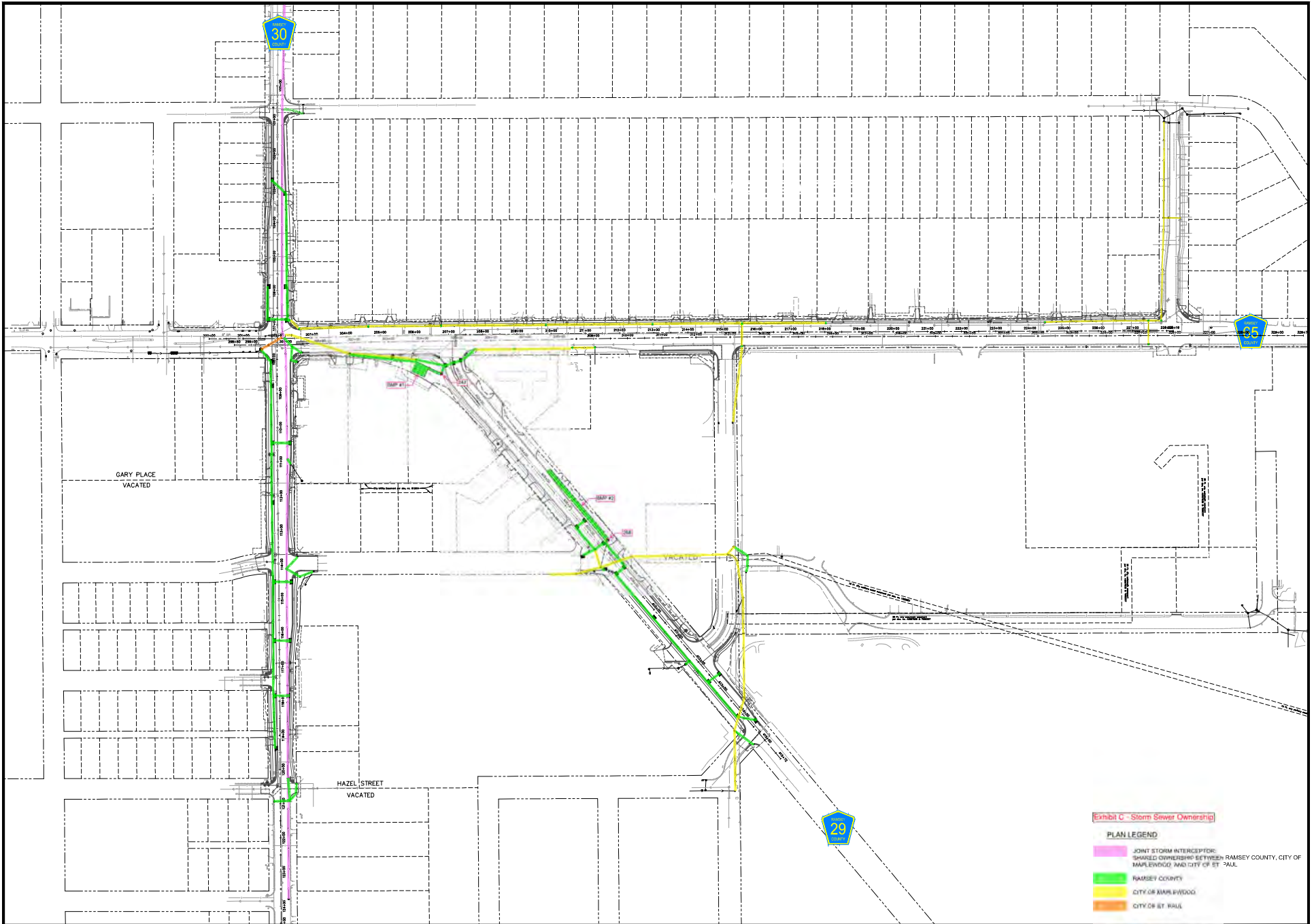
APPROVED FOR STATE AID FUNDING: STATE AID ENGINEER \_\_\_\_\_ 2022





White Bear Avenue Improvements						70.81%	7.47%	6.68%	3.78%	6.40%	7.55%	3.07%	11.05%				
Cost Estimate						100% Ramsey County	State Ad 100% Storm Sewer Costs	100% Storm Interceptor 33.33% County 33.33% Modesto 33.33% St. Paul	50% County + 50% Modesto	50% County + 50% St. Paul	67% County + 33% Modesto	75% County + 25% Modesto	100% Non-Purisdiction SPWIS				
ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT				
2382.500	1' DOTTED LINE MULT COMP GR IN (over)	LN FT	355	\$ 2.50	\$ 887.50	355	\$ 887.50										
2382.500	2' DOTTED LINE MULT COMP GR IN (over)	LN FT	3,000	\$ 2.50	\$ 7,500.00	3,000	\$ 7,500.00										
2383.500	1' BROWN 1/2" TRIP PAVE GR IN (over)	LN FT	1,360	\$ 8.50	\$ 11,560.00	1,360	\$ 11,560.00										
2383.500	2' BROWN 1/2" TRIP PAVE GR IN (over)	LN FT	1,600	\$ 16.00	\$ 25,600.00	1,600	\$ 25,600.00										
2382.510	CROSSWALK MULT COMP GR IN (over)	CS ZT	1,720	\$ 17.00	\$ 29,240.00	1,720	\$ 29,240.00										
<b>TOTALS</b>						\$ 9,951,141.50	\$ 6,469,109.85	\$ 676,262.11	\$ 7,034.11	\$ 197,866.00	\$ 335,759.10	\$ 212,851.81	\$ 354,398.26	\$ 1,258,600.54			
<b>(2.5% / 1 YEAR) 5.06% INFLATION</b>						0.0750	\$ 9,777,420.84	\$6,569,337.70	\$693,166.67	\$7,199.71	\$204,493.29	\$36,653.29	\$218,173.10	\$363,758.21	\$1,085,196.79		
<b>Construction Engineering (12.0%)</b>						0.1200	\$ 1,113,290.40	\$ 788,320.52	\$ 83,160.24	\$ 865.97	\$ 36,539.19	\$ 4,396.37	\$ 26,160.77	\$ 43,989.89	\$ 130,216.38		
<b>TOTAL % to construction Engineering (12.0%)</b>							\$ 10,390,710.24	\$ 7,357,658.32	\$ 776,348.91	\$ 8,065.88	\$ 341,032.28	\$ 41,851.45	\$ 244,353.97	\$ 466,849.20	\$ 1,215,393.21		
<b>Design Engineering (12.2%)</b>						0.1200	\$ 1,113,290.40	\$ 788,320.52	\$ 83,160.24	\$ 865.97	\$ 36,539.19	\$ 4,396.37	\$ 26,160.77	\$ 43,989.89	\$ 130,216.38		
<b>TOTAL with all engineering costs</b>							\$ 11,504,000.65	\$ 8,145,978.74	\$ 859,528.15	\$ 8,977.84	\$ 377,571.48	\$ 45,449.82	\$ 270,534.85	\$ 450,448.18	\$ 1,345,889.39		
<b>Estimated Project Cost:</b>																	
100% Ramsey County	\$		11,084,651.86		\$ 8,145,978.74		\$ 859,528.15		\$ 2,975.88		\$ 189,785.24		\$ 27,724.91		\$ 181,258.21	\$ 337,830.14	\$ 1,345,568.99
Modesto	\$		393,646.30						\$ 2,975.88		\$ 189,785.24		\$ 89,276.43		\$ 117,610.05		
St. Paul	\$		25,700.79						\$ 2,975.88				\$ 27,724.91				
<b>Total</b>							\$ 11,504,000.65										
<b>ROW 50/50 Cost Split:</b>						50.00%	\$ 1,287,254.80										
<b>RAMSEY COUNTY COSTS</b>																	
100% Ramsey County	\$	ROW	443,877.06	\$	11,728,528.86												
Modesto	\$		568,093.50	\$	858,741.70												
St. Paul	\$		78,185.50	\$	160,484.25												
<b>TOTAL PROJECT COST:</b>							\$ 12,791,754.86										

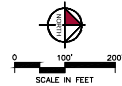
K:\TWC\_Civil\County\RAMSEY\WHITE BEAR AVENUE\CAD\Plan Sheets\Layouts\White Storm Ownership\_Layout\_20231208.dwg, December 8, 2023 10:49 AM



- Exhibit C - Storm Sewer Ownership**
- PLAN LEGEND**
- JOINT STORM INTERCEPTOR: SHARED OWNERSHIP BETWEEN RAMSEY COUNTY, CITY OF MAPLEWOOD, AND CITY OF ST. PAUL
  - RAMSEY COUNTY
  - CITY OF MAPLEWOOD
  - CITY OF ST. PAUL

**Kimley»Horn**  
 767 EUSTIS STREET, SUITE 100  
 SAINT PAUL, MINNESOTA 55114  
 Ph: 651-645-4197 www.kimley-horn.com

**RAMSEY COUNTY**



WHITE BEAR AVENUE  
 IMPROVEMENTS  
 STORM SEWER OWNERSHIP  
 DECEMBER 2023

County Auditor's Office

COUNTY BOARD

St. Paul, Minn.,

File No. 1740

Resolution No. 9-8665

April 12, 1967

The attention of St. Paul City Council. City Attorney. County Attorney, Attention Thomas M. Quayle. County Engineer. Village of Maplewood, c/o James Hafner, Clerk. County Auditor, Attention William J Peters.

is respectfully called to the following Resolution of the Board of County Commissioners of Ramsey County, Minnesota, adopted at the meeting held on April 10, 1967.

By Commissioner Nadeau

RESOLVED, By the Board of Ramsey County Commissioners, that a joint agreement between the City of Saint Paul, the Village of Maplewood and the County of Ramsey, providing for the design, construction, operation and maintenance of certain storm water sewer facilities to provide for the drainage of storm and surface waters from areas controlled by the City of Saint Paul, the Village of Maplewood and the County of Ramsey, lying generally in the vicinity of the intersection of White Bear Avenue and Larpenteur Avenue, which agreement at page 9 carries a revision date of March 10, 1967, a copy of which is hereto attached and incorporated herein by reference as fully and as completely as if set forth herein verbatim, be and is hereby in all things approved and the proper County officers are hereby authorized and directed to execute said agreement for and on behalf of the County of Ramsey; be it

FURTHER RESOLVED, That the aforementioned agreement of March 10, 1967, shall be substituted in lieu and in place of the prior agreement between the City of Saint Paul, the Village of Maplewood and the County of Ramsey heretofore authorized by resolution of the County Board File 1740, Resolution 9-8406, adopted October 10, 1966, and the authority contained therein is cancelled and superseded hereby.

Handwritten signature and date: Dennis Prodin 4/7/81

THOMAS J. KELLEY, County Auditor

Handwritten signature of Thomas J. Kelley

Deputy.

7  
1 12 8:47

**JOINT AGREEMENT**  
**CITY OF SAINT PAUL - VILLAGE OF MAPLEWOOD - COUNTY OF RAMSEY**

This instrument of agreement made and entered into jointly by the City of Saint Paul, acting by and through its council, and the Village of Maplewood, acting by and through its council, and the County of Ramsey, acting by and through its Board of County Commissioners, all pursuant to the provisions of Minnesota Statutes 1965, Section 471.59,

WITNESSETH:

WHEREAS, The Parties hereto desire to enter into a joint agreement and effort providing generally for the design, construction, operation and maintenance of certain cooperative storm sewers to provide for the drainage of storm water and surface water from areas controlled by the Village of Maplewood and the City of Saint Paul in the County of Ramsey and affecting large areas owned, operated and controlled by the County of Ramsey, and

WHEREAS, The area involved in this proposed activity lies generally in the vicinity of the intersection of White Bear Avenue and Larpenteur Avenue, more fully indicated on attached Exhibit No. 1, and includes an area controlled and operated by Ramsey County as and for the County Home and recreational areas, and

11/1/71

WHEREAS, Preliminary feasibility studies and reports which have heretofore been conducted by the Engineering Departments of the City of Saint Paul, the Village of Maplewood and the County of Ramsey indicate that it is feasible, practical and technically proper to provide for the drainage of the storm and surface waters from the area above described into Wakefield Lake located generally at the intersection of Larpenteur Avenue and Prosperity Road in the Village of Maplewood, and by means of lake level control

structures to control the level of Wakefield Lake and outlet Wakefield Lake through a storm drainage sewer to the West along Larpenteur Avenue and outletting into Lake Phalen, and

WHEREAS, The surface water congestion and impounding presently existing in the area is of such nature as to require the immediate and urgent action of the governing bodies concerned in order to alleviate the condition, and

WHEREAS, The Parties to this agreement are in agreement with reference to the details hereinafter set forth;

NOW, THEREFORE, BE IT AGREED by the Parties hereto, and each of them, as follows:

1. The engineering, planning and preparation of working drawings for the project will be undertaken and completed by the Engineering Department of the City of Saint Paul with the cooperation of the Engineer for the Village of Maplewood and the Engineer for the County of Ramsey. The Engineering Department will prepare detailed plans and specifications for the construction of a storm and surface water drainage project running generally from the area of Ruth Street in the Village of Maplewood into Wakefield Lake; providing for an outfall water level control structure from Wakefield Lake and a sewer running generally westerly along Larpenteur Avenue from Wakefield Lake to Lake Phalen and there outletting. The design criteria shall be that usually and normally accepted by the City of Saint Paul for the construction of its storm and surface water drainage projects.

2. Upon completion of the plans and specifications by the Engineering Department of the City of Saint Paul, these shall be submitted to the governing bodies of the City of Saint Paul, the County of Ramsey, and the Village of Maplewood for approval.

3. The plans and specifications for the project shall be divided into two phases of construction. Phase I shall include that portion of the project involving the overflow and control structure from Wakefield Lake and the storm drainage sewer running from Wakefield Lake westerly along Larpenteur Avenue and outletting into Lake Phalen. Phase I sewers are shown in broken line on Exhibit No. 1 which is attached hereto and made a part of this Agreement.

Phase II of the project shall include the plans and specifications for the construction of that portion of the project draining the area involved, in the vicinity of the intersection of White Bear Avenue and Larpenteur Avenue, into Wakefield Lake. Phase II sewers are as follows: In Larpenteur Avenue from approximately 400 feet east of Ruth Street to Wakefield Lake; in White Bear Avenue from California Avenue to Larpenteur Avenue; and in Van Dyke Street from Ripley Avenue to Larpenteur Avenue.

Plans and specifications, together with cost estimates, will be prepared separately for each of the above phases. Phase II sewers are shown in solid line on Exhibit No. 1.

4. When the plans and specifications for each of the phases have been approved by the governing bodies of the City of Saint Paul, the County of Ramsey and the Village of Maplewood, the Village of Maplewood will immediately advertise for construction bids for the construction of Phase I of the project, and will proceed in accordance with the statutes controlling the construction of internal improvements in the award of contract and construction of Phase I of the project. The entire supervision, control and operation of the construction project contemplated pursuant to Phase I of the project will be undertaken under the immediate supervision of the Village of Maplewood and the Village

Engineer. Upon award of contract for this construction the County of Ramsey will pay to the Village of Maplewood, as and for its share of the construction cost of Phase I the sum of \$100,000.00. The City of Saint Paul will at the same time pay to the Village of Maplewood the sum of \$5,000.00 as and for its share of the construction cost of Phase I of the project. The Village of Maplewood will provide the sum of \$200,000.00 as and for its share of the construction cost involved in the construction of Phase I. Payments shall be made to the Treasurer of the Village of Maplewood to be applied to the construction cost, and both of said payments may be treated by Maplewood as assessments for improvements to which the County and the City hereby agree.

5. It is contemplated by the Parties to this agreement that legislation will be submitted for consideration to the 1967 session of the Minnesota Legislature for authority to construct Phase II of this project in accordance with the terms of this agreement. Upon such legislation being adopted, and subject in all things to the action of the Legislature relating thereto, the County of Ramsey, upon and pursuant to legislative authority if granted, will advertise for bids and award construction contracts for the construction of Phase II of the project, in accordance with the plans and specifications theretofore adopted. The County of Ramsey shall act in the matter pursuant to statutes controlling generally contracts for public improvements within the County of Ramsey. Upon award of the contract therefor the City of Saint Paul will pay to the County of Ramsey the sum of \$245,000.00 as and for its share of the construction cost involved in the construction of Phase II, and the Village of Maplewood will pay to the County of Ramsey as and for its share of the construction cost thereof the sum of \$50,000.00. These payments shall be made



to the Treasurer of the County of Ramsey at the time aforesaid. The County of Ramsey will provide the sum of \$150,000.00 as and for its share of the construction cost involved in the construction of Phase II.

6. It is the estimate of the Parties hereto that the total cost of construction of the two phases of the project as outlined above will be approximately \$305,000.00 for Phase I and \$445,000.00 for the construction of Phase II. Where total cost of construction or construction cost is mentioned in this agreement, it shall mean total project cost, including contractor's cost, engineering and inspection, legal fees, easement costs, laboratory materials, tests and other direct contract costs. In the event that the construction cost as finally determined by contract awarded in the construction of either phase differs from this proposed estimate, the difference shall be paid by the Parties hereto in the same proportion as is indicated in this agreement with reference to the payment of the estimated cost of such phase. Repayments of excess moneys will be made in the same proportion. After completion of both phases, final adjustment will be made upon a certification of the various amounts due under this agreement by the Auditor of Ramsey County to the Parties hereto so that each party shall pay equal one-third shares of the total cost of Phase I and Phase II of the project.

7. Change Orders in the plans and specifications in an amount not to exceed \$2,000.00 may be approved by the Engineer in charge of the project for either the Village of Maplewood in Phase I or the County of Ramsey in Phase II. Change Orders in excess of \$2,000.00 must be presented to the governing bodies prior to approval for consideration and action.

8. Any legal services involved in the acquisition of right-of-way, preparation of contract documents or other legal work

involved in the project shall be provided by the attorney for the Village of Maplewood as concerns Phase I and by the County Attorney of the County of Ramsey as concerns Phase II of this project.

9. Upon completion of the project the operation and maintenance and control of the work accomplished under Phase I shall be the sole and exclusive responsibility of the Village of Maplewood, except for maintenance of the overflow structure, which shall be the responsibility of the County. Insofar as Phase II is concerned, the operation and maintenance and control of the work shall be the sole and exclusive responsibility of the City of Saint Paul, except for the Van Dyke Street portion in the Village of Maplewood, which shall be the responsibility of the Village of Maplewood. Any expense incurred in the maintenance or repair of the main sewers constructed under both Phase I and Phase II of the project, as shown on Exhibit No. 1, shall be borne by the Parties to this agreement in equal one-third proportionate shares, except for the routine maintenance of the overflow structure, the costs of which shall be borne by Ramsey County exclusively. Payment shall be made among the Parties from time to time as necessary upon certification of the Ramsey County Auditor to the various governing bodies concerned.

DUAL 60" ARCT

The City of Saint Paul shall be responsible for the cost of construction and maintenance of all catch basins and leads constructed under the provisions of Section 10 and built within the City of Saint Paul, exclusive of those built in Larpenteur Avenue. The Village of Maplewood shall be responsible for the cost of construction and maintenance of all catch basins built pursuant to the provisions of Section 10 and located within the Village of Maplewood, exclusive of those located in Larpenteur Avenue. The County of Ramsey shall be responsible for the cost

of construction and maintenance of those catch basins and leads built in Larpenteur Avenue under Phase I of the project and shall be responsible for the maintenance of those catch basins and leads built in Larpontour Avenue under Phaso II of the project.

10. The agreement is intended to define cost shares for the sewer trunk line that is to be used to carry runoff from the County of Ramsey, the Village of Maplewood and the City of Saint Paul. It is not the intention of this agreement to share costs of catch basins and leads that connect the catch basins to the cooperative main line sewer, except as described in Section 11. The County may advertise for and accept bids and award contracts for construction of catch basins and pipe connections to the jointly-financed sewers described in Section 3 and indicated on Exhibit No. 1 if such sewer appurtenances are requested either by the County of Ramsey, the City of Saint Paul or the Village of Maplewood and provision for payment of the cost of such sewer appurtenances is made by the responsible municipality. The County may provide for the concurrent construction of such appurtenances hereunder if, at the time of advertising for bids, the municipality involved has provided for the payment of any costs or charges attributable thereto. Such contracts shall be a separate item on any bid or proposal.

11. It also is hereby agreed that the County of Ramsey will reconstruct and repave Larpenteur Avenue within the limits of the Phase II sewer project. It is anticipated that the Larpenteur Avenue reconstruction will be accomplished with the Phase II sewer work under a single contract. It is also understood and agreed that the costs for repaving of Larpenteur Avenue shall include costs of drainage structures including catch basins in

Larpenteur Avenue and leads therefrom. It is further agreed that the City of Saint Paul and the Village of Maplewood will participate in the costs of the Larpenteur Avenue repaving project in accordance with the following formula: The costs of repaving of Larpenteur Avenue to a width needed to accommodate future traffic requirements for the design life of the pavement will be the total cost responsibility of the County of Ramsey. The cost of parking widths or additional traffic lanes requested by the City of Saint Paul and the Village of Maplewood shall be shared twenty-five per cent by the County of Ramsey and seventy-five per cent by the Village of Maplewood or by the City of Saint Paul depending on the side that the pavement is widened. All costs of catch basins and leads constructed on Larpenteur Avenue within the limits of the Phase II sewer project shall be distributed uniformly across the total pavement width before computing cost shares.

In Presence Of:

Matt E. Joyce  
Mary Mathews

CITY OF SAINT PAUL

By: Thomas R. Byrne  
Mayor

Henry J. Marshall  
City Clerk

Approved as to form:

Robert J. Marshall  
Assistant Corporation Counsel

Countersigned:

W. Mitchell  
City Comptroller

Approved as to form and execution  
this 1st day of August,  
1967.

Robert J. Marshall  
Assistant Corporation Counsel

In Presence Of:

E. J. Baginton  
Byron Holm

VILLAGE OF MAPLEWOOD

By: Louis P. Gilbert  
Mayor

James M. Johnson  
Clerk

Approved as to form:

Frederick P. Williams  
Village of Maplewood Attorney

In Presence Of:

Matt E. Joyce  
Mary R. Kellum

BOARD OF COUNTY COMMISSIONERS




By: Thomas K. Byrne  
Chairman, County Board  
THOMAS J. KELLEY, County Auditor.

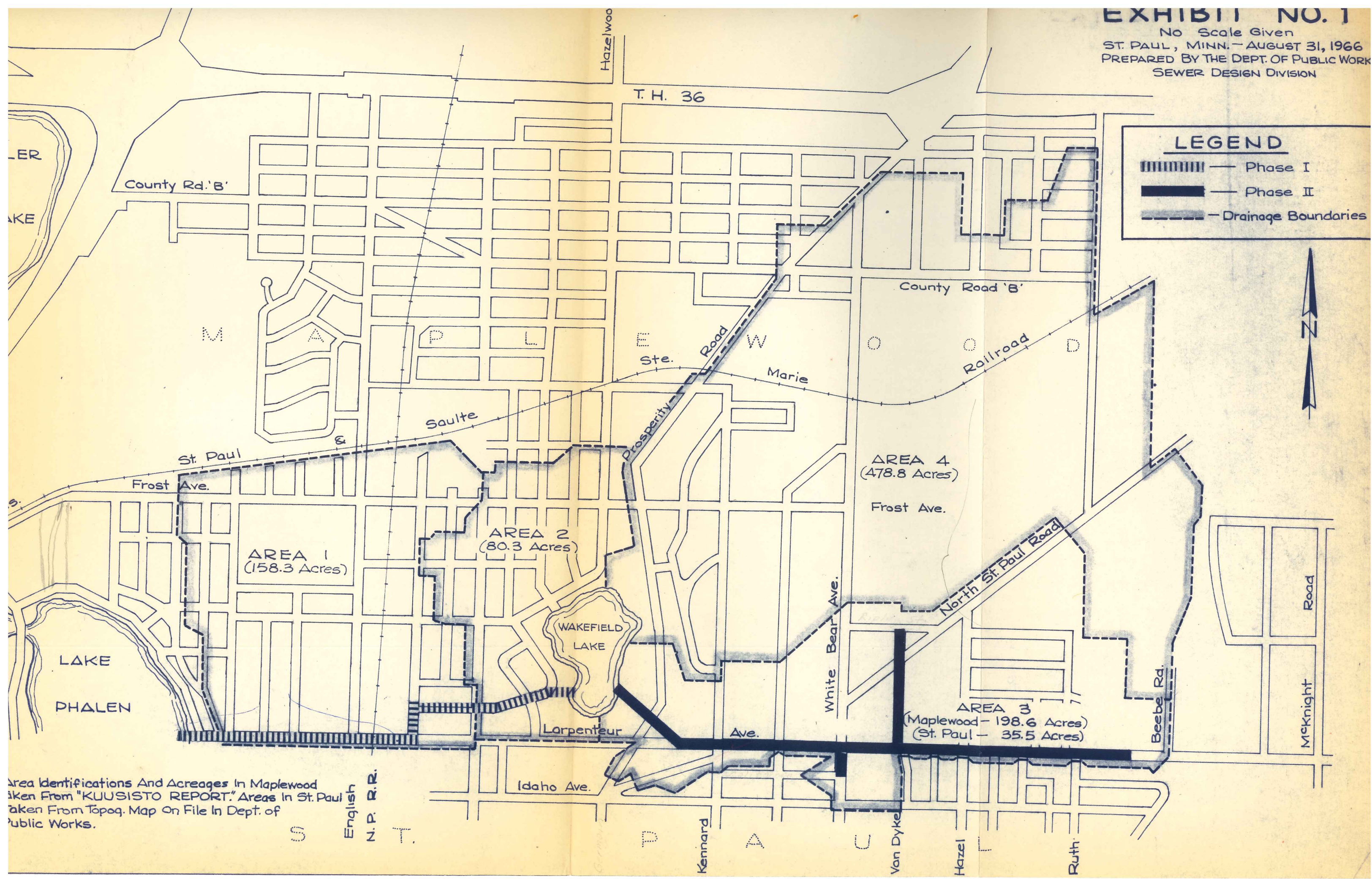
By: [Signature]  
Attest: CHIEF DEPUTY  
County Auditor

Approved as to form:

[Signature]  
Assistant County Attorney

**LEGEND**

-  Phase I
-  Phase II
-  Drainage Boundaries



AREA 1  
(158.3 Acres)

AREA 2  
(80.3 Acres)

AREA 4  
(478.8 Acres)

AREA 3  
(Maplewood - 198.6 Acres)  
(St. Paul - 35.5 Acres)

Area Identifications And Acreages In Maplewood  
 Taken From "KUUSISTO REPORT." Areas In St. Paul  
 Taken From Topog. Map On File In Dept. of  
 Public Works.

S  
 English  
 N.P. R.R.  
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