Agreement PUBW2025-11R

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Right of Way Acquisition for County State Aid Highway 55 (Jackson Street)
From Rose Ave to Wheelock Parkway
County State Aid Project 062-655-009, 062-655-013 and 062-631-037

Municipal State Aid Project 164-020-181, 164-020-179 and 164-020-183

Total Estimated Right of Way Acquisition Cost: $641,195.00
City of Saint Paul Estimated Cost: $320,597.50

Attachments:
A- Acquisition Estimate

This Agreement is between the City of Saint Paul, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for Right of Way Acquisition. This agreement relates to the reconstruction of County State Aid Highway (CSAH) 55 (Jackson Street) from Rose Avenue to Wheelock Parkway (“Project”).

WHEREAS, the City of Saint Paul (City) and Ramsey County (County) desire to reconstruct and add a multiuse trail from Rose Avenue to Wheelock Parkway and make certain improvements associated with said reconstruction; and

WHEREAS, the Project is identified in Ramsey County’s 2024 – 2028 Transportation Improvement Program; and

WHEREAS, the reconstruction requires right of way (“ROW”) acquisition; 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 062-655-009, 062-655-013 and 062-631-037 Municipal State Aid Project 164-020-181, 164-020-179 and 164-020-183; and

WHEREAS, plans for the Project showing proposed ROW acquisition and estimated costs of said acquisition according to the County and City share are included herein as attachment A;

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

1. Responsibility for the Right of Way Plan and Acquisition

    1.1. 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 Mn/DOT State Aid standards.

    1.2. The County will acquire the proposed easements and ROW in accordance with Mn/DOT State Aid requirements.

2. Procurement and Award of Contract

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

3. Project Costs

    3.1. 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 2024 – 2028 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement shall prevail.

    3.2. ROW Acquisition Costs

        3.2.1. ROW acquisition costs including payment to owners, relocation assistance, appraisal fees, and other related costs of acquiring ROW for the Project will be shared 50% by the County and 50% by the City.

        3.2.2. 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.

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

4. Payment Schedule

    4.1. ROW acquisition costs and payments will be invoiced monthly.

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

5. ROW acquired under this Agreement will be owned by the County.

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

7. 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. 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.

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

8.1 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.

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

CITY OF SAINT PAUL, MINNESOTA

By: _____ Date: _____
Mayor

By: _____ Date:_____
Director of Public Works

By: _____ Date:_____
Director of Parks and Recreation

By: _____ Date: _____
Director of Financial Services

Approved as to Form:

By: _____ Date: _____
Assistant City Attorney

RAMSEY COUNTY, MINNESOTA

_____ Date: _____
Ling Becker, County Manager

Approval recommended:

_____ Date:_____
Brad Estochen, Ramsey County Engineer
Public Works Department

Approved as to form:

_____ Date:
_____
Kathleen Ritter, Assistant County Attorney

Attachment A

PROJECT PARCEL #	PARCEL ID	SITE ADDRESS	City	TE area	PE area	PE	Fee area	
4	192922130006	1586 JACKSON ST	ST PAUL	854	0	$ -	0	
5	192922240034	0 UNASSIGNED	ST PAUL	2379	0	$ -	0	
7	192922420027	106 ARLINGTON AVE E	ST PAUL	1971	0	$ -	0	
8	192922420016	0 JACKSON ST	ST PAUL	2447	0	$ -	0	
9	192922420025	1394 JACKSON ST	ST PAUL	1994	0	$ -	0	
10	192922420026	1370 JACKSON ST	ST PAUL	1537	0	$ -	0	
11	192922420022	1354 JACKSON ST	ST PAUL	1743	0	$ -	0	
12	192922420023	1336 JACKSON ST	ST PAUL	3376	0	$ -	0	
13	192922430012	0 UNASSIGNED	ST PAUL	6884	0	$ -	0	
14	192922430007	1280 JACKSON ST	ST PAUL	10474	0	$ -	0	
15	192922430027	0 NORPAC RD	ST PAUL	26540	0	$ -	0	
16	192922430029	1202 JACKSON ST	ST PAUL	24501	0	$ -	0	
31	302922210184	1171 JACKSON ST	ST PAUL	962	369	$ 3,320.79	0	
32	302922210030	96 MARYLAND AVE E	ST PAUL	196	0	$ -	0	
54	192922340055	1201 JACKSON ST	ST PAUL	1333	0	$ -	0	
55	192922340044	1237 JACKSON ST	ST PAUL	0	0	$ -	51098	
56	192922340006	0 JACKSON ST	ST PAUL	2252	0	$ -	0	
57	192922340053	0 UNASSIGNED	ST PAUL	10271	0	$ -	0	
58	192922340060	1301 JACKSON ST	ST PAUL	35219	0	$ -	0	
59	192922310018	0 UNASSIGNED	ST PAUL	9901	0	$ -	0	
60	192922310016	0 JACKSON ST	ST PAUL	5200	0	$ -	0	
61	192922310003	1361 TROUT BROOK CIR	ST PAUL	2790	0	$ -	0	
62	192922310004	1370 TROUT BROOK CIR	ST PAUL	4050	0	$ -	0	
63	192922310005	80 ARLINGTON AVE E	ST PAUL	4260	0	$ -	0	
64	192922240035	0 ARLINGTON AVE E	ST PAUL	2335	0	$ -	0	
65	192922240042	1497 JACKSON ST	ST PAUL	2168	0	$ -	0	
66	192922240014	1521 JACKSON ST	ST PAUL	433	0	$ -	0	
67	192922240011	1539 JACKSON ST	ST PAUL	175	0	$ -	0	
68	192922240010	1541 JACKSON ST	ST PAUL	245	0	$ -	0	
69	192922240009	1555 JACKSON ST	ST PAUL	665	0	$ -	0	
78	192922210046	96 WHEELOCK PKWY E	ST PAUL	270	0	$ -	0	
83	430012/192922	0 UNASSIGNED	ST PAUL	0	10966	$ 37,009.02	0	
Easement Acquisition Expense								$ 521,995.00
ROW Plat Mylars								$ 3,000.00
Right of Way Acquisitons Services								$ 50,000.00
Right of Way Appraisal Services								$ 66,200.00
Preliminary GRAND TOTAL								$ 641,195.00