

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Right of Way Acquisition for County State Aid Highway 49 (Rice Street)
From Pennsylvania Avenue to Wheelock Parkway
County State Aid Project 062-646-055
Municipal State Aid Project 164-020-072**

Total Estimated Right of Way Acquisition Cost: \$3,666,759.91
City of Saint Paul Estimated Cost: \$1,833,379.95

Attachments:

- A- Acquisition Estimate**
- B- Right of Way Layout**

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) 49 (Rice Street) from Pennsylvania Avenue to Wheelock Parkway ("Project").

WHEREAS, the City of Saint Paul (City) and Ramsey County (County) desire to reconstruct Rice Street from Pennsylvania Avenue to Wheelock Parkway and make certain improvements associated with said reconstruction; and

WHEREAS, the Project is identified in Ramsey County's 2023 – 2027 Transportation Improvement Program, and

WHEREAS, Rice Street, in the area affected by construction, is designated County State Aid Highway 49 and is in the City; and

WHEREAS, the Project 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, off-system Municipal State Aid System ("MSAS") funds, and

WHEREAS, the Project has been designated as County State Aid Project 062-646-055, and Municipal State Aid Project 164-020-072, 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 attachments,

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 2023 – 2027 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 30 days of receipt of an invoice.

5. ROW acquired under this Agreement will be owned and maintained by the County.
6. The City grants the County temporary construction easements over all City owned ROW within the limits of the Project for use during construction at no cost to the County.
7. 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.
8. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
9. 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.

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

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CITY OF *Saint Paul*, MINNESOTA

By: _____
Mayor

Date: _____

By: _____
Director of Public Works

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____

By: _____
Director of Financial Services

Date: _____

RAMSEY COUNTY, MINNESOTA

Ryan T. O'Connor, County Manager

Date: _____

Approval recommended:

Brian Isaacson, Director
Public Works Department

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

P-8058 Rice Street - Pennsylvania Ave to Wheelock Pkwy Reconstruction
ROW Expense Estimate 06-13-23

Project Parcel #	Site Address	Parcel ID	Parcel Size (SQ FT)	TE AREA (SQ FT)	PE AREA (SQ FT)	DE AREA (SQ FT)	FEE ACQ (SQ FT)
1	629 RICE ST	362923110064	50,094	760	0	0	0
2	637 RICE ST	362923110004	18,731	790	72	0	0
3	0 RICE ST	362923110003	6,534	840	0	0	0
4	0 RICE ST	362923110055	20,473	543	0	0	0
10	150 SYCAMORE AVE W	252923440008	163,350	3,806	579	0	0
11	789 RICE ST	252923440003	27,443	659	0	0	0
12	165 SYCAMORE ST W	252923440023	159,865	230	0	0	0
13	825 RICE ST	252923440001	432,551	552	0	0	0
14	843 RICE ST	252923410266	7,405	313	0	0	0
15	849 RICE ST	252923410140	4,356	138	0	0	0
16	855 RICE ST	252923410139	6,534	198	0	0	0
17	863 RICE ST	252923410240	10,454	257	0	0	0
18	871 RICE ST	252923410268	3,049	20	0	0	0
19	873 RICE ST	252923410267	2,178	256	0	0	0
20	0 RICE ST	252923410133	2,614	310	0	0	0
21	879 RICE ST	252923410132	2,614	36	0	0	0
22	889 RICE ST	252923410269	12,632	332	0	0	0
23	895 RICE ST	252923410091	3,049	488	0	0	0
25	911 RICE ST	252923410285	14,810	378	0	0	0
26	945 RICE ST	252923410259	47,916	2,008	0	0	0
27	957 RICE ST	252923410001	10,019	494	352	0	0
34	987 RICE ST	252923140093	3,485	141	0	0	0
35	995 RICE ST	252923140043	12,632	892	0	0	0
36	1011 RICE ST	252923140042	22,651	248	0	0	0
37	1025 RICE ST	252923140144	260,489	2,228	50	0	0
41	1079 RICE ST	252923110195	14,810	208	0	0	0
42	1091 RICE ST	252923110196	10,019	440	0	0	0
45	1133 RICE ST	252923110204	10,019	282	0	0	0
49	1173 RICE ST	252923110006	4,792	622	0	0	0
51	1183 RICE ST	252923110004	4,792	329	0	0	0
52	1187 RICE ST	252923110003	4,792	249	166	0	0
53	1191 RICE ST	252923110002	4,792	299	171	0	0
54	1199 RICE ST	252923110001	9,151	0	0	0	9,151
55	1201 RICE ST	242923440227	15,246	301	0	0	0
56	1215 RICE ST	242923440115	3,920	155	0	0	0
57	1221 RICE ST	242923440114	7,841	124	0	0	0
58	1223 RICE ST	242923440113	3,920	62	0	0	0
59	1227 RICE ST	242923440112	3,920	62	0	0	0
60	1229 RICE ST	242923440111	3,920	60	0	0	0
61	1239 RICE ST	242923440110	11,761	643	0	0	0
67	1263 RICE ST	242923440010	7,405	135	0	0	0
68	1265 RICE ST	242923440009	7,405	301	0	0	0
69	1277 RICE ST	242923440008	4,356	135	0	0	0
70	1283 RICE ST	242923440007	4,356	135	0	0	0
71	1287 RICE ST	242923440006	4,356	135	0	0	0
72	1291 RICE ST	242923440005	4,356	150	0	0	0
73	1295 RICE ST	242923440004	16,553	256	0	0	0
75	0 RICE ST	242923440002	4,356	262	0	0	0
76	1315 RICE ST	242923440001	12,632	24	0	0	0

P-8058 Rice Street - Pennsylvania Ave to Wheelock Pkwy Reconstruction
ROW Expense Estimate 06-13-23

Project Parcel #	Site Address	Parcel ID	Parcel Size (SQ FT)	TE AREA (SQ FT)	PE AREA (SQ FT)	DE AREA (SQ FT)	FEE ACQ (SQ FT)
77	1337 RICE ST	242923410156	40,511	861	0	0	0
79	1379 RICE ST	242923410074	30,492	2,125	228	0	0
80	1381 RICE ST	242923410158	23,087	642	0	0	0
81	1403 RICE ST	242923410006	12,632	1,000	0	0	0
83	1415 RICE ST	242923410004	6,098	363	0	0	0
84	1423 RICE ST	242923410002	3,485	186	0	0	0
85	1431 RICE ST	242923410001	18,731	1,004	496	0	0
86	1459 RICE ST	242923140058	34,412	1,486	50	0	0
89	0 RICE ST	242923140055	3,049	112	0	0	0
90	0 RICE ST	242923140054	3,049	98	0	0	0
92	1495 RICE ST	242923140126	1,196,593	1,438	0	0	0
93	1515 RICE ST	242923140117	30,928	1,851	0	0	0
94	1535 RICE ST	242923140001	44,431	1,286	0	0	0
95	147 HOYT AVE W	242923110085	9,583	784	0	0	0
96	1571 RICE ST	242923110084	44,867	753	0	0	0
97	1578 ALBEMARLE ST	242923110087	21,344	494	0	0	0
98	1585 RICE ST	242923110083	10,890	1,314	0	0	0
99	1595 RICE ST	242923110082	10,890	1,314	0	0	0
100	1599 RICE ST	242923110128	9,148	751	0	0	0
103	1609 RICE ST	242923110078	11,326	1,196	0	0	0
106	1608 RICE ST	192922220113	60,548	789	0	0	0
107	0 RICE ST	192922220034	3,049	0	0	0	0
108	0 RICE ST	192922220035	2,614	0	0	0	0
109	0 RICE ST	192922220036	3,049	0	0	0	0
110	0 RICE ST	192922220037	3,049	0	0	0	0
111	0 RICE ST	192922220038	3,049	0	0	0	0
112	1566 RICE ST	192922220039	18,295	225	0	0	0
113	1556 RICE ST	192922230001	38,768	780	0	0	0
114	1540 RICE ST	192922230002	22,651	1,168	0	0	0
115	1500 RICE ST	192922230047	919,116	7,026	0	0	0
116	1446 RICE ST	192922230025	17,860	1,276	447	0	0
117	1440 RICE ST	192922320001	12,197	649	0	0	0
118	1420 RICE ST	192922320148	27,007	837	0	0	0
119	1396 RICE ST	192922320170	72,745	627	0	0	0
120	1360 RICE ST	192922320176	36,155	5,829	918	0	0
122	1322 RICE ST	192922320173	76,666	1,108	0	0	0
123	1320 RICE ST	192922330013	4,356	238	0	0	0
124	1316 RICE ST	192922330014	5,663	232	0	0	0
125	1314 RICE ST	192922330015	4,792	232	0	0	0
126	1310 RICE ST	192922330016	4,792	233	0	0	0
127	1306 RICE ST	192922330017	4,356	234	0	0	0
128	1302 RICE ST	192922330018	4,792	234	0	0	0
129	1298 RICE ST	192922330019	5,227	233	0	0	0
130	1296 RICE ST	192922330020	4,356	235	0	0	0
131	1288 RICE ST	192922330111	3,920	225	0	0	0
132	1286 RICE ST	192922330112	10,890	506	0	0	0
134	1270 RICE ST	192922330114	8,276	1,270	0	0	0
135	1264 RICE ST	192922330115	8,276	81	0	0	0
136	1258 RICE ST	192922330068	4,792	336	0	0	0

P-8058 Rice Street - Pennsylvania Ave to Wheelock Pkwy Reconstruction
ROW Expense Estimate 06-13-23

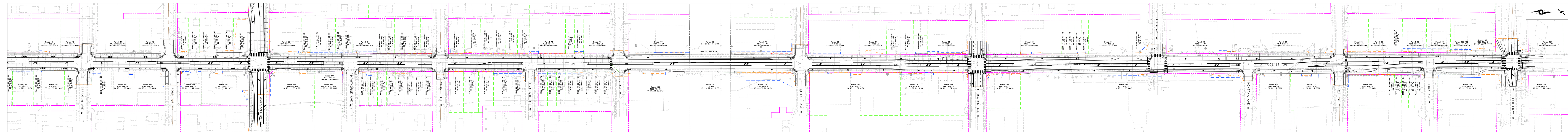
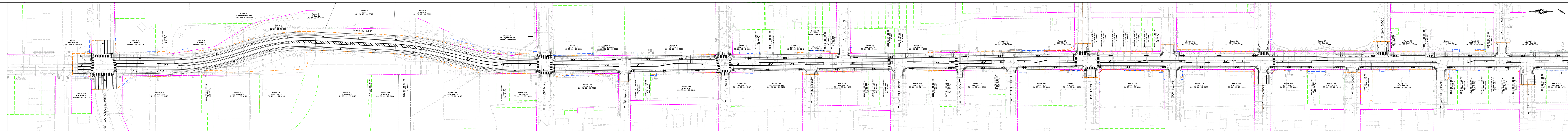
Project Parcel #	Site Address	Parcel ID	Parcel Size (SQ FT)	TE AREA (SQ FT)	PE AREA (SQ FT)	DE AREA (SQ FT)	FEE ACQ (SQ FT)
137	1256 RICE ST	192922330069	5,227	335	0	0	0
138	1252 RICE ST	192922330070	4,356	335	0	0	0
139	1250 RICE ST	192922330071	3,920	335	0	0	0
140	1246 RICE ST	192922330072	4,356	335	0	0	0
141	1242 RICE ST	192922330073	4,356	335	0	0	0
142	1240 RICE ST	192922330074	3,920	401	0	0	0
143	1234 RICE ST	192922330075	4,356	367	0	0	0
144	1220 RICE ST	192922330086	3,485	71	0	0	0
146	0 MARYLAND AVE W	192922330133	22,216	1,102	0	0	0
147	1200 RICE ST	302922220177	21,344	784	0	0	0
148	1174 RICE ST	302922220010	9,583	572	0	0	0
149	1160 RICE ST	302922220028	14,375	804	0	0	0
150	1152 RICE ST	302922220029	9,583	234	0	0	0
151	1146 RICE ST	302922220163	9,583	456	72	0	0
153	1134 RICE ST	302922220167	9,583	25	0	0	0
154	1126 RICE ST	302922220102	4,792	40	0	0	0
155	1116 RICE ST	302922220176	9,583	229	0	0	0
160	1096 RICE ST	302922220164	4,792	18	0	0	0
161	1090 RICE ST	302922220124	4,792	76	0	0	0
162	1086 RICE ST	302922220125	4,792	76	0	0	0
163	0 RICE ST	302922220126	4,792	325	0	0	0
164	1078 RICE ST	302922230038	28,314	480	0	0	0
165	1058 RICE ST	302922230039	5,663	0	0	5,436	0
166	1048 RICE ST	302922230195	11,326	298	0	0	0
167	1038 RICE ST	302922230063	5,663	314	0	0	0
168	1030 RICE ST	302922230064	24,394	1,264	128	0	0
169	1020 RICE ST	302922230100	15,682	943	32	0	0
170	0 RICE ST	302922230196	20,473	859	0	0	0
171	980 RICE ST	302922230200	43,124	1,096	72	0	0
172	954 RICE ST	302922320004	10,454	411	18	0	0
173	940 RICE ST	302922320005	20,909	876	0	0	0
174	130 LITCHFIELD ST	302922320043	5,227	18	0	0	0
175	924 RICE ST	302922320044	11,761	242	0	0	0
184	842 RICE ST	302922320167	10,019	200	0	0	0
185	0 RICE ST	302922330249	24,829	198	0	0	0
186	812 RICE ST	302922330007	2,614	192	0	0	0
188	800 RICE ST	302922330270	32,234	1,761	0	0	0
204	111 EMPIRE DR	312922220128	125,453	1,775	0	0	0
205	620 RICE ST	312922220030	10,019	336	0	0	0
TOTAL			5,014,195	84,465	3,851	5,436	9,151

ROW EXPENSE ESTIMATE

Estimated Easement Expense	\$ 2,699,168.25
Estimated Relocation Assistance	\$ 372,000.00
Estimated Appraisal Consultant Expense	\$ 213,240.00
Estimated Acquisition Consultant Expense	\$ 382,351.66
Total ROW Expense Estimate	\$ 3,666,759.91
Ramsey County Share 50%	\$ 1,833,379.95
City of Saint Paul- Share 50%	\$ 1,833,379.95

LEGEND

- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY LINE
- CONSTRUCTION LIMITS



RICE STREET FINAL DESIGN PENNSYLVANIA AVE TO WHELOCK AVE