

**MEMORANDUM OF UNDERSTANDING
FOR FINANCING THE CONSTRUCTION
OF A HIGHWAY INTERCHANGE AT
THE INTERSECTION OF CSAH 83 AND US 10
IN THE CITY OF RAMSEY**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2013, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City Ramsey, 7550 Sunwood Dr. NW, Ramsey, MN 55303, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the public to construct a highway interchange at the intersection of CSAH 83 (Armstrong Blvd.) and US Highway No. 10, in the City of Ramsey (" Interchange Project"); and

WHEREAS, the City of Ramsey has already made financial contributions toward the project of \$7,059,700 that included the construction of approach roads and intersection, extension of a frontage road, property acquisition and design; and

WHEREAS, the parties to this agreement consider it mutually desirable to share the cost of construction of the Interchange Project as hereinafter provided; and

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of defining each party's financial obligation relating to the construction of the Interchange Project. It is estimated that the cost to construct the Interchange Project is \$35,510,000.00, and that the possible sources of funds to pay the cost thereof is identified in the attached Exhibit A.

II. METHOD

The County and the City shall work diligently together and independently to secure the necessary funds from the sources identified in Exhibit A to construct the Interchange Project. If for any reason any of the funds identified in Exhibit A cannot be obtained, then the County and

City agree to assume the responsibility to fund the shortfall by the City paying for one half of the shortfall and the County paying for the other half of the shortfall, provided that neither the City nor the County's maximum financial responsibility for funding the construction of the Interchange Project shall exceed \$10,000,000.00. If sufficient funds for the construction of the Interchange Project are secured prior to the termination of this agreement, the parties hereto shall acknowledge said fact through an amendment to this agreement whereby all sources of funds are identified and each party's obligation is clearly set forth therein.

III. ACKNOWLEDGEMENT

Both parties acknowledge that this Memorandum of Understanding (MOU) is a non-binding statement of intent. Any binding agreements executed by the parties subsequent to this MOU will be made pursuant to written and properly executed and approved agreements.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

CITY OF RAMSEY

By: _____
Rhonda Sivarajah, Chair
County Board of Commissioners

By: _____
Sarah Strommen
Mayor

Dated: _____

Dated: _____

ATTEST

By: _____
Jerry Soma
County Administrator

By: _____
Kurt Ulrich
City Administrator

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____

Dan Klint
Assistant County Attorney

Dated: _____

By: _____

William Goodrich
City Attorney

Dated: _____