

**JOINT POWERS AGREEMENT
FOR CONVEYANCE OF PROPERTY AND
CONSTRUCTION OF RIVERDALE DRIVE EXTENSION**

This Joint Powers Agreement (JPA) is made and entered into this ____ day of _____, 2017, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County," and the City of Ramsey, a municipal corporation under the laws of the State of Minnesota, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, access to parks, trails, and recreation areas, are essential to the quality of life, health and welfare of the City, the County, the region and the state's residents; and

WHEREAS, the City is proposing to construct an extension of Riverdale Drive, running along Highway 10, which will benefit access to City property, connect local streets, and improve the entrance to the Mississippi West Regional Park ("MWRP"); and

WHEREAS, the City needs to acquire certain unimproved property from the County for purposes of constructing the extension of Riverdale Drive through a small portion of MWRP; and

WHEREAS, the County will receive economic resources from the City's purchase of land, to invest entirely in MWRP; and

WHEREAS, Minnesota Statute § 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 AS FOLLOWS:

I. PURPOSE

The parties have joined together for the purpose of enabling the City to construct a frontage road connecting Riverdale Drive Northwest, which runs along Highway 10, to provide access to City property and improve the entrance to Mississippi West Regional Park (the "Project"), as depicted in the attached **Exhibit A**. It is the intent of this JPA to outline the parties' respective rights and responsibilities regarding the acquisition of land, planning, easements, engineering and capital costs to complete the Project.

II. TERM / TERMINATION

This agreement is effective upon execution and will remain in effect until all obligations under this Agreement are successfully completed by the parties.

III. PURCHASE OF LAND / EASEMENT / COST ALLOCATION

- A. The City agrees to purchase unimproved land from the County, totaling approximately 5.31 acres (the "Property"), for purposes of the Project which is legally described in the attached Exhibit A. The parties agree that the City will pay the County the appraised value of \$200,000 to acquire the Property.
- B. Upon receipt of payment, the County shall convey the Property to the City by a Quit Claim Deed. The deed will reserve an easement to maintain an existing billboard. The County's easement shall exist over, under, and across such tract of land together with a reasonable right of access for the County's exclusive use to lease and maintain the easement area, or any part thereof, to collect rent therefrom, and to enforce such leases as necessary. The easement area is legally described in the attached **Exhibit B**.
- C. Except as provided in paragraph D. below, all costs of the Project, including environmental, engineering, and construction contracts, are assigned to the City. The City anticipates the use of certain grant funds for this project to cover its overall total project cost. Funding obligations not covered by grant funds will be paid for by the City. The County will not be assessed any costs associated with the extension of Riverdale Drive in connection with this JPA.
- D. The County agrees to pay for expenses involved in the installation and connection of water main stubs, which serve the Mississippi West Regional Park. The anticipated cost of the water main hook-up is \$10,000 – \$15,000. The City will invoice the County for reimbursement of these expenses upon completion of work.

IV. METHODS /DESIGN /CONSTRUCTION

The City shall be responsible for all engineering and design services and shall prepare plans and specifications for the Project. The City shall do the calling for all bids and the acceptance of all bid proposals and shall cause the construction of the Project in conformance with the approved plans and specifications. After receipt of all necessary governmental approvals, the City shall cause the commencement of the Project's construction and shall notify the County.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the parties pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made in conformance to State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

VIII. OWNERSHIP OF IMPROVEMENTS

All improvements constructed as a part of the Project shall be owned and maintained by the City.

IX. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Administrator of Ramsey, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, on behalf of the City.

X. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XI. ENTIRE AGREEMENT REQUIREMENT OF WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

(The remainder of this page is intentionally left blank)

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

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah
Chair; County Board of Commissioners

Dated: _____

ATTEST

By: _____
Jerry Soma
County Administrator

Dated: _____

CITY OF RAMSEY

By: _____
Sarah Strommen
Mayor

Dated: _____

By: _____
Kurt Ulrich
City Administrator

Dated: _____

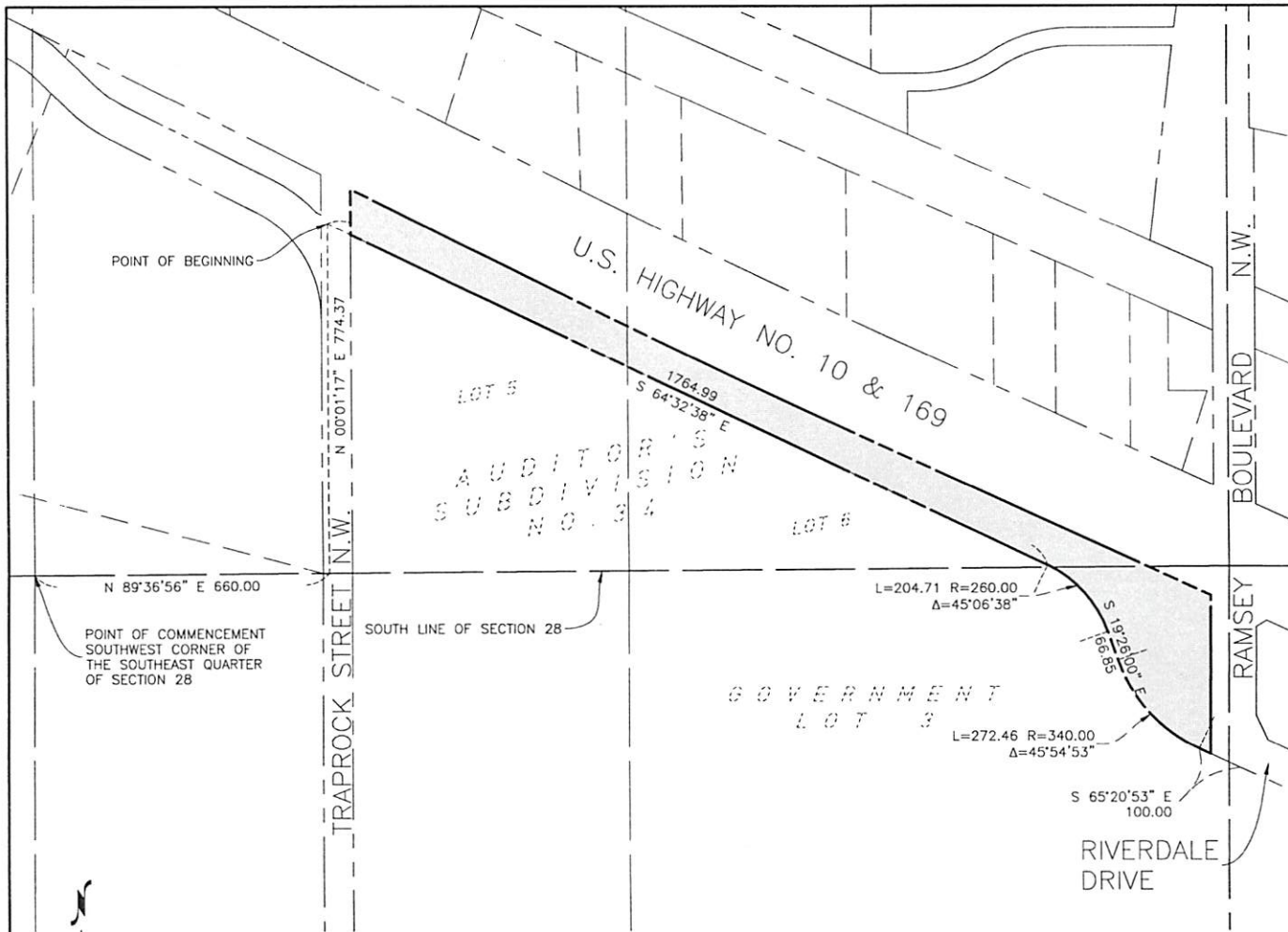
APPROVED AS TO FORM

By: _____
Christine Carney
Assistant County Attorney

Dated: _____

By: _____
Joseph Langel
City Attorney

Dated: _____



PROPOSED DESCRIPTION

Those parts of Lots 5 and 6, AUDITOR'S SUBDIVISION NO. 34, according to the recorded plat thereof, Anoka County, Minnesota and that part of Government Lot 3, Section 33, Township 32, Range 25, said Anoka County, which lies southerly of U.S. Highway No. 10 & 169 per Minnesota Department of Transportation Monumentation Plat 02-M4, lies easterly of Traprock Street North West, and northerly of the following described line:

Commencing at the southwest corner of the southeast quarter of Section 28, said Township 32; thence North 89 degrees 36 minutes 56 seconds East, a distance of 660.00 feet; thence North 00 degrees 01 minutes 17 seconds East, a distance of 774.37 feet to the point of beginning of the line to be described; thence South 64 degrees 32 minutes 38 seconds East, a distance of 1764.99 feet; thence southeasterly, a distance of 204.71 feet, along a tangential curve concave to the southwest, having a radius of 260.00 feet, and a central angle of 45 degrees 06 minutes 38 seconds; thence South 19 degrees 26 minutes 00 seconds East, tangent to the last described curve, a distance of 66.85 feet; thence southeasterly, a distance of 272.46 feet, along a tangential curve concave to the northeast, having a radius of 340.00 feet, and a central angle of 45 degrees 54 minutes 53 seconds; thence South 65 degrees 20 minutes 53 seconds East, tangent to the last described curve, a distance of 100.00 feet and said line there terminating.

EXCEPTING therefrom that part lying within Ramsey Boulevard (formerly known as Riverdale Drive) as delineated and dedicated on the plat of RIVENWICK THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

PROPOSED RIGHT OF WAY TO BE ACQUIRED CONTAINING 231,394 SQ. FT.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Nathaniel T. Stadler
 Nathaniel T. Stadler
 License Number 43934

04/20/2017
 Date

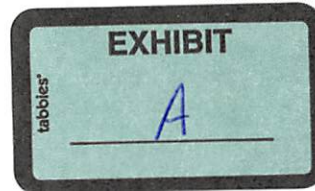
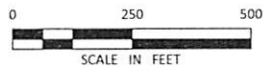
RIGHT OF WAY TO BE ACQUIRED EXHIBIT
 RAMSEY, ANOKA COUNTY, MINNESOTA

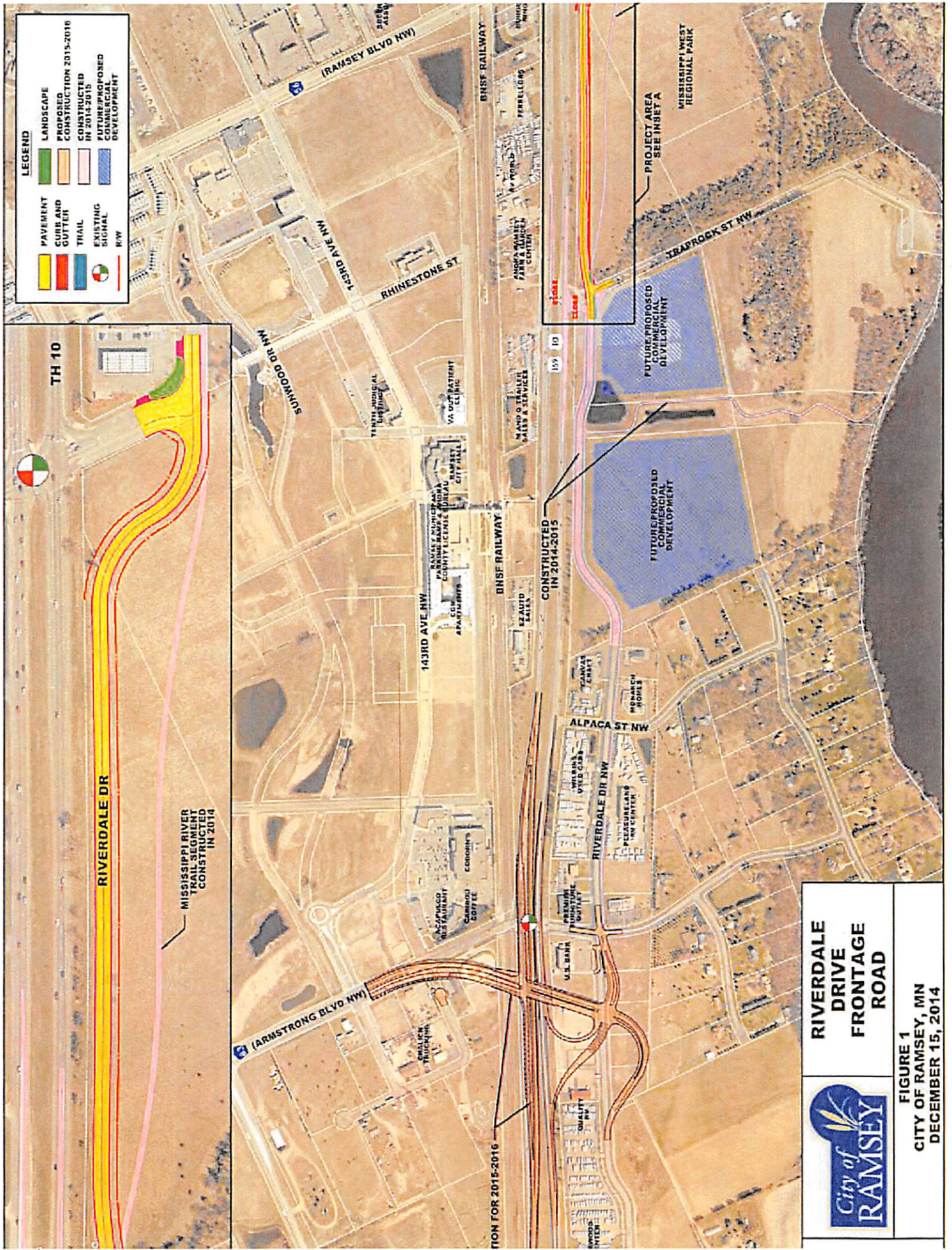
BOLTON & MENK, INC.
 Consulting Engineers & Surveyors

7533 SUNWOOD DR NW, SUITE 206
 RAMSEY, MINNESOTA 55303
 (763)-433-2851

LOTS 5 & 6 AUDITOR'S SUBDIVISION,
 ANOKA COUNTY, MINNESOTA
 GOVERNMENT LOT 3, SECTION 33,
 TOWNSHIP 32, RANGE 25

FOR: CITY OF RAMSEY





LEGEND

	PAVEMENT		LANDSCAPE
	CURB AND GUTTER		PROPOSED CONSTRUCTION 2015-2016
	TRAIL		CONSTRUCTED IN 2014-2015
	EXISTING SIGNAL		FUTURE/PROPOSED COMMERCIAL DEVELOPMENT
	R/W		

TH 10

RIVERDALE DR

MISSISSIPPI RIVER TRAIL SEGMENT CONSTRUCTED IN 2014

CONSTRUCTED IN 2014-2015

FUTURE PROPOSED COMMERCIAL DEVELOPMENT

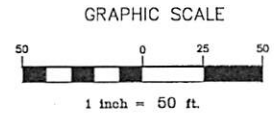
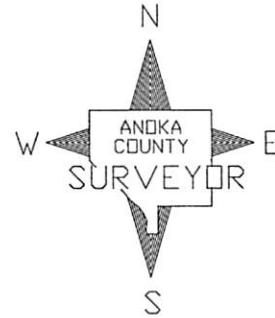
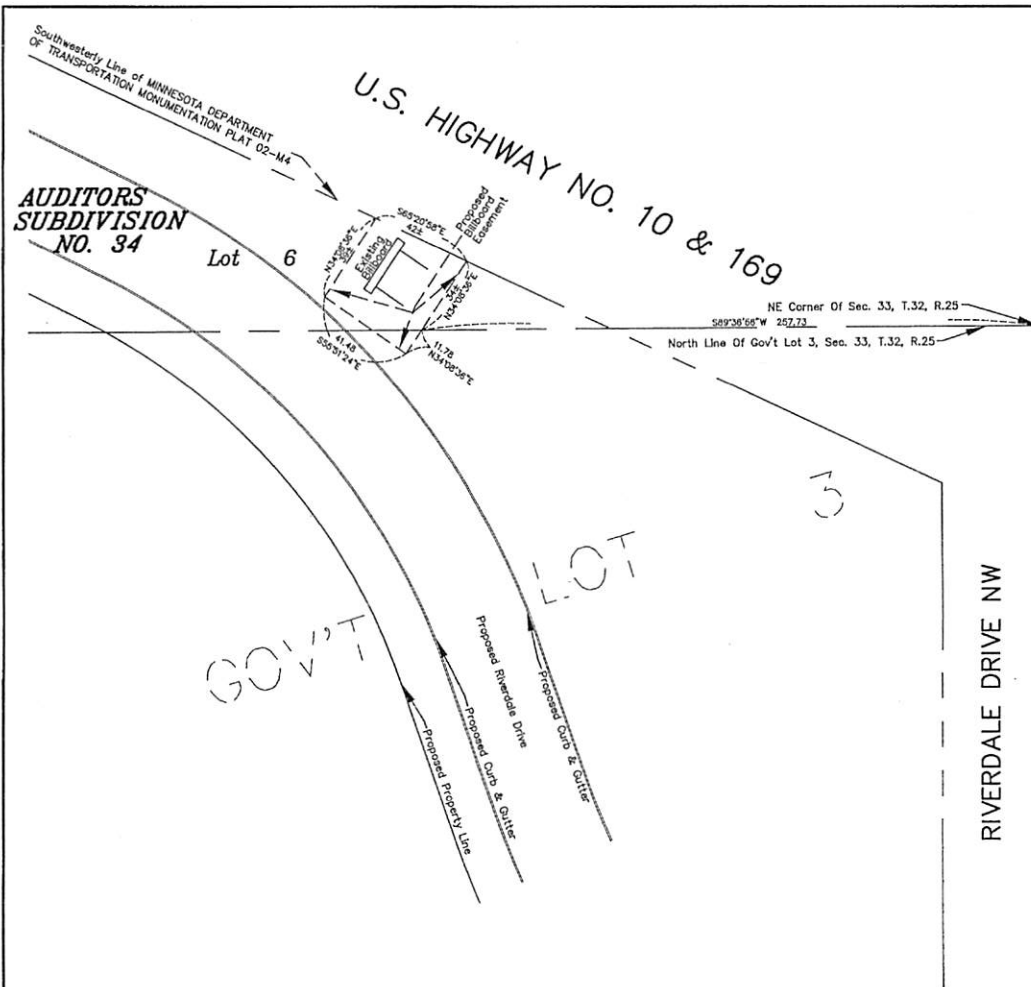
FUTURE PROPOSED COMMERCIAL DEVELOPMENT

PROJECT AREA SEE INSET A

RIVERDALE DRIVE FRONTAGE ROAD



FIGURE 1
CITY OF RAMSEY, MN
DECEMBER 15, 2014



Bearing System Is Assumed.

A permanent easement for billboard purposes, over, under and across that part of Lot 6, AUDITOR'S SUBDIVISION NUMBER 34, Anoka County, Minnesota, and that part of Government Lot 3, Section 33, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the northeast corner of said Section 33; thence South 89 degrees 36 minutes 56 seconds West, bearing assumed, along the north line of said Government Lot 3, a distance of 257.73 feet to the point of beginning of the permanent easement to be described; thence South 34 degrees 08 minutes 36 seconds West 11.78 feet; thence North 55 degrees 51 minutes 24 seconds West 41.48 feet; thence North 34 degrees 08 minutes 36 seconds East 39 feet, more or less, to the southwesterly line of MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT 02-M4, Anoka County, Minnesota; thence southeasterly 42 feet, more or less, along said southwesterly line of MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT 02-M4, to its intersection with a line bearing North 34 degrees 08 minutes 36 seconds East from the point of beginning; thence South 34 degrees 08 minutes 36 seconds West 34 feet, more or less to the point of beginning.

Said permanent easement containing 1,756 square feet, more or less.

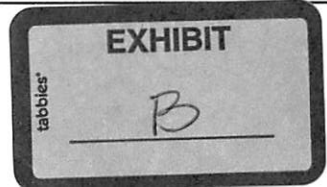
Parts of P.I.N. 28-32-25-43-0005 and P.I.N. 33-32-25-11-0003

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Larry D. Houm
LARRY D. HOUM

Date MARCH 31, 2017 License No. 18165

ANOKA COUNTY SURVEYOR'S OFFICE	
2100 3RD AVENUE NORTH, ROOM 224 ANOKA, MN. 55303 763-323-5511	
DESCRIPTION SKETCH for ANOKA COUNTY PARKS DEPARTMENT	
DATE : MARCH 30, 2017	SHEET 1 OF 1 SHEET





Anoka County

TRANSPORTATION DIVISION

Surveyor's Office

LARRY D. HOIUM, LS
County Surveyor

Exhibit B

A permanent easement for billboard purposes, over, under and across that part of Lot 6, AUDITOR'S SUBDIVISION NUMBER 34, Anoka County, Minnesota, and that part of Government Lot 3, Section 33, Township 32, Range 25, Anoka County, Minnesota, described as follows:

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Said permanent easement containing 1,756 square feet, more or less.

Parts of P.I.N. 28-32-25-43-005 and P.I.N. 33-32-25-11-0003

Respectful, Innovative, Fiscally Responsible

Government Center ▲ 2100 3rd Avenue, Suite 224 ▲ Anoka, MN 55303-5033
Office: 763-323-5510 ▲ Fax: 763-323-5418 ▲ www.anokacounty.us/surveyor

Affirmative Action / Equal Opportunity Employer