

**SECOND AMENDED
JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF
WEST ST. PAUL FOR COST CONTRIBUTION RELATED TO CONSTRUCTION
OF THE RIVER TO RIVER GREENWAY - SOUTH ROBERT STREET CROSSING
AND TRAIL CONNECTIONS PROJECT**

WHEREAS, the City and the County entered into that certain Joint Powers Agreement for the Cost Contribution Related to Construction of the River to River Greenway - South Robert Street Crossing and Trail Connections Project (County Contract No. C0030771) effective November 20, 2018 (the "Original JPA") to share roles, responsibilities and funding for the Greenway Project and Water Quality Project (collectively herein referred to as the "Projects"); and

WHEREAS, the City and County entered into a First Amended Joint Powers Agreement for the Cost Contribution Related to Construction of the River to River Greenway - South Robert Street Crossing and Trail Connections Project (County Contract No. C0030771) effective on or about January 27, 2020 (the "Amended JPA") (the Original JPA, Amended JPA and this Second Amended JPA are collectively referred to as "the JPA"); and

WHEREAS, the Water Quality Project as defined in the Amended JPA, has now been studied and the parties will execute a separate joint powers agreement the respective obligations regarding design, bidding, construction administration, long-term maintenance, and funding related thereto (the "Water Quality Project JPA"); and

WHEREAS, the Parties desire to amend the Amended JPA.

NOW THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Second Amended Joint Powers Agreement ("Second Amended JPA"), the Parties agree to amend the Amended JPA as follows:

SECTION 1: Section 4 b. ii. and iii. of the Amended JPA shall be removed and replaced in its entirety as follows:

b. Water Quality Project

ii. Acquisition

The City shall require the developer who acquires and is developing the Golf Course to convey to the County an average of a 70-foot wide corridor by easement for the Greenway through the development project at no cost to the County. The exact size and location of the Greenway segment shall be determined by the developer, in conjunction with the City and County Staff, and shall be recorded against the property. Conveyance and use of any property necessary for the implementation of the Water Quality Project and construction of related trails and greenway within the Water Quality Project area owned

by the City or the West St. Paul Economic Development Authority at the time of the project shall be governed by the Water Quality Project JPA.

iii. Deleted

SECTION 2: Section 5 c. ii. and iii. of the Amended JPA shall be removed and replaced in its entirety as follows:

c. Parcel 3 - HY-VEE INC.: 150 Thompson Avenue East

ii. Acquisition

The City has acquired fee title for the corridor on the south side of the HY-VEE INC. property for the Greenway Project, legally defined as Outlot B, Andler and Olsons 2nd Addition, Dakota County Minnesota ("Outlot B").

iii. Cost

The County will pay the City \$230,000 for the acquisition of land for Outlot B upon transfer to the County. Prior to transfer of Outlot B by the City to the County, the County will seek approval of AOF funds for a portion of the purchase price. If the appraisal for the property obtain by the County to request AOF reimbursement exceeds the \$230,000 agreed upon consideration for the land, the City agrees to donate that excess appraised value above \$230,000 to the County for purposes of the County's AOF request to the Metropolitan Council.

SECTION 3: Section 5 e. of the Amended JPA is deleted in its entirety and is superseded by Water Quality Project JPA.

SECTION 4: Section 15 of the Amended JPA shall be removed and replaced in its entirety as follows:

The authorized representatives for the purpose of the administration of this Agreement are:

Physical Development
Division Director
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124
(952) 891-7007

City Manager
City of West St. Paul
1616 Humboldt Ave.
West St. Paul, MN 55118
(651) 552-4101

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above

addresses. Either Party may change its address by written notice to the other Party. Mailed notice shall be deemed complete 2 business days after the date of mailing.

SECTION 5: Except as provided for above, the terms and provisions of the Amended JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

DAKOTA COUNTY

By _____
Steven C. Mielke, Director
Physical Development Division

Date

APPROVED AS TO FORM:

Assistant County Attorney
KS-2018-00247-1

Date

Resolution No. _____

CITY OF WEST ST. PAUL

By _____
David J. Napier, Mayor

Date

By _____
Nathan Burkett, City Manager

Date

**WEST ST. PAUL ECONOMIC
DEVELOPMENT AGENCY**

By _____
David J. Napier, President

Date

By _____
Nathan Burkett, Executive Director

Date