

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 116 (BUNKER LAKE
BOULEVARD)
FROM GERMANIUM TO BASALT STREETS IN THE CITY OF RAMSEY, MN
(S.P. 02-716-11)**

This Agreement is made and entered into this _____ day of _____ 2010, by and between the County of Anoka, State of Minnesota, 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, 7550 Sunwood Drive NW, Ramsey, Minnesota, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the intersection of County State Aid Highway 57 (Sunfish lake Blvd) and CSAH 116 (Bunker Lake Blvd) has met warrants for a full traffic actuated traffic control signal; and,

WHEREAS, the parties of this agreement consider it mutually desirable to reconstruct the roadway, drainage, and construct a new traffic control system on a portion of County State Aid Highway 57 and CSAH 116 from Germanium to Basalt Street.

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for this project, which has been designated as Anoka County Highway Project No. S.P. 02-716-11 which plans and specifications are on file in the office of the County Engineer; and,

WHEREAS, the parties agree that the County shall cause the construction of the Project; and

WHEREAS, the parties agree that it is in their best interest that the cost of the Project be shared; 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:

I. PURPOSE AND UNDERSTANDING

The parties have joined together for the purpose of reconstructing the roadway, drainage, and traffic control system on a portion of County State Aid Highway 57 (Sunfish Lake Blvd.) and CSAH 116 (Bunker lake Blvd.); as described in the plans and specifications numbered Anoka County Project S.P. 02-716-11 on file in the office of the Anoka County Highway Department (hereinafter collectively referred to as "Project"). As part of the approval of the Project, the City and County have reached and agreement with regards to other matters which are described below:

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of County State Aid Project No. 02-716-11 collectively referred to as the "Project" is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated October 27, 2009 has been reviewed and accepted by the parties and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design as presented in the Exhibit "A" Layout will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

IMPROVEMENTS:

It is agreed by the parties that in 2011 CSAH 116 will be reconstructed to a 4-lane section with concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: traffic signals, right and left turn lanes, thru lanes, curb & gutter, storm sewer with associated ponding, bituminous trail and potential noisewalls upon the findings of the noise study.

INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the Exhibit "A" Layout design:

CSAH 116 / Basalt: Full Access with this project

CSAH 116 / Azurite Street NW: Full Access with this project.

CSAH 116 / CSAH 57: Full Access Intersection with Traffic Signal

CSAH 116 / Wolfram Street NW: Right In / Right Out.

CSAH 116 / Unity Street NW: Right In / Right Out.

[The City has requested a left turn lane from westbound CSAH 116 to southbound Unity Street to be included with this project. The City has the opportunity to prepare a traffic engineering study to determine if this median opening would provide benefit to the county roadway system. If the study concludes that it does provide benefit, this left turn could be included with this project, pending county approval of the study.] After review of the access study prepared by SEH showing minimal benefit to the County roadway, the left turn was approved from westbound CSAH 116 to Unity St, as documented in the letter dated April 20, 2010.

CSAH 116 / Tungsten Street NW: Right In / Right Out.

CSAH 116 / Magnesium Street NW: Full Access.

CSAH 116 / Krypton Street NW: Right In / Right Out

CSAH 116 / Iodine Street NW: Right In/ Right Out

CSAH 116 / Germanium Street NW: Right In / Right Out

TRAFFIC SIGNAL:

The parties agree that a traffic signal system at the CSAH 116 and CSAH 57 intersection will be constructed with this project.

CSAH 116 and CSAH 57 Signal System:

The parties agree that the cost of the construction of this signal will be paid for by federal dollars with 100% of the local match to be paid by the City. Following the construction, the ongoing traffic signal maintenance of the CSAH 116 and CSAH 57 signal system will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the City reimbursing the County 100% for all ongoing EVP maintenance (billed quarterly on an ongoing basis), the City 100% responsible for all luminaire maintenance, and the City 100% responsible for the ongoing supply of electrical power for the traffic signal system.

CSAH 116 and Magnesium St Intersection:

The City can study the feasibility of constructing a signal system at the CSAH 116 and Magnesium Street NW intersection. Be advised that as part of this project a consultant has already looked at this intersection and determined that it does not meet warrants. However, the city at its expense, can prepare an SJR and submit to State Aid for approval. At the City's request, and based on the results of this study, a traffic signal could be constructed if the signal meets current or future warrants. All costs shall be per the current Anoka County Cost Share Policy.

If the signal does not meet SJR warrants today or in the future no signal can be installed.

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street intersections beyond what is defined in the Exhibit "A" Layout will be the responsibility of the City. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to acceptance of bids for the project. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, including the detention basins and their outlet structures, pending the availability of Federal funding. The City portion of the cost is based on contributing flow through the storm sewer system to the detention basin determined by the product of contributing area and runoff coefficient. The parties understand and agree that the maintenance of the completed storm sewer system (excluding catch basins and catch basin leads), detention basins, and their outlet structures shall be the sole responsibility of the City.

ENVIRONMENTAL ISSUES:

A noise analysis is being performed as part of the Environmental Documentation process. If noise walls are required, the standard county cost share will apply, the county pays 100% for the noise walls in areas where the city has not been previously notified and the city pays 100% in the areas where they have been previously notified of potential noise walls. In addition, the city pays for any costs above the base

cost of the noise wall. The project federal fund percentage (determined by dividing total cost of federally eligible items by federal dollars available) will be applied to the cost of warranted noise walls.

BITUMINOUS TRAIL:

The parties agree that the construction of the bituminous trail along the north side of the roadway is eligible for federal funds and that the City will contribute all matching funds. This trail location has been agreed to by the City. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City. The parties understand that the cost for the trail includes: bituminous surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. The parties agree that the County will pay for the design of the trail, wetland mitigation required by impacts caused by the trail, the additional right of way and easements required to construct the trail at the proper location, and any removal items, with the exception of soils, required to construct the trail. The parties understand and agree that all future maintenance of the trails, including snow plowing, shall be the sole responsibility of the City.

The trail along the north side of CSAH 116 is part of the County Regional Trail System and is eligible for potential funding through the Metropolitan Council's Regional Parks Capital Improvement Program. After the project has been constructed, and a request has been made by the City to the county, the Anoka County Parks and Recreation Department will seek reimbursement for one-half of the City's share for trail construction along CSAH 116. If funds are secured, the Anoka County Parks and Recreation Department will reimburse the City with the additional funds received.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 116 from Tungsten to Magnesium streets will be closed to through traffic during construction for a period of time, but will always be open to residences located in the closure who have no alternative route to their home. This closure will be minimized based on the construction of this segment of CSAH 116 due to deep muck excavation and potential surcharge (to be determined during the design process). The parties agree and understand the cost share for traffic control, pending Federal funding shall be a prorated share based on the project cost divided by the total project cost. It is understood that Anoka County will use best management practices to limit the amount of time that this segment of roadway is closed.

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) by the Project will be reconstructed in kind with the cost of any upgrades requested by the City, including concrete aprons, to be the responsibility of the City.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project, they shall be designed in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City's design of the landscaping/streetscape is to include the signed plan sheets, specifications, estimated quantities and costs. The total cost of the design as well as the construction cost above standard median cost will be at the expense of the City. All construction documents must be submitted to the County by October 31, 2010.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations. The City will be responsible for the design of any sanitary sewer and water main improvements, which will be incorporated into the project bid documents. The cost of the design and construction of these features will be the responsibility of the City. The City's design of the sanitary sewer and water main utilities are to include the signed plan sheets, specifications, estimated quantities and costs. All construction documents must be submitted to the County by October 31, 2010.

If allowed by MnDOT and FHWA the City may choose to improve a small segment of Magnesium Street north of the proposed construction limits for this project. The City will be responsible for the design of this improvement, which will be incorporated into the project bid documents. The cost of the design and construction of this improvement will be the responsibility of the City. The City's design for this work will include the signed plan sheets, specifications, estimated quantities, and costs. All construction documents must be submitted to the County by October 31, 2010.

Any additional drainage contributions that arise due to this city requested extension shall be computed into the drainage percentage that the city is responsible for. No federal dollars will be utilized for the additional drainage contribution (if any) or roadway construction.

PERMITS:

The parties agree that the County will secure all necessary permits for this Project. The City agrees to coordinate with the County in securing the permits required by the Lower Rum River Watershed District.

II. METHOD:

The County shall provide all engineering services and shall cause the construction of the Project in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

III. COSTS:

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projections of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

B. The estimated construction cost of the project (including County furnished materials) is \$6,027,162. Federal funds available for the Project are capped at \$3,680,800.00 The federal funds shall be split based on the ratio of eligible cost incurred by each party to the total eligible project cost. Eligible costs are the costs of items that can participate in federal funding as shown on Exhibit A. Participation in the construction cost is as follows:

A lump sum amount of \$450,000 will be paid by the City of Ramsey to Anoka County for the improvements on CSAH 57 (Sunfish Lake Blvd.), which includes engineering and design but does not include noise walls, or the needed right of way to construct said walls.. This amount is per the Ramsey Town Center Agreement. The remaining work on CSAH 116 will be split per the County standard cost share policy. The amounts below are for CSAH 116 and are based on the standard Anoka County cost share.

1. The City shall pay their share of mobilization and equipment field office as determined using the Engineer's Estimate. The estimated City cost of these items is \$19,580
2. The City shall pay their share of the Trail installation. The estimated cost of this item to the city is \$39,600
3. The City shall pay their share of the drainage costs. The estimated City cost of this item is \$64,314. (66% of the city's share of 26.5%, assumption is that 1/3 of city drainage cost is on CSAH 57 and covered by lump sum stated above). Final percentage is based on State Aid drainage letter.
4. The City shall pay their share of the cost of concrete curb, medians and sidewalks installed on the project. The estimated cost to the City is \$36,531.
5. The City shall pay its share of the cost of signals (cost covered in lump sum stated above).
6. The City shall pay its share of the cost of noise walls. The estimated cost is \$245,007. This cost is before federal funds are applied.

The total estimated cost to the City for the project is summarized below:

1	Mobilization, Field Office	\$19,580
2	Bituminous removal and muck excavation	\$0
3	Drainage	\$64,314
4	Concrete curb, medians, and sidewalks	\$36,531
5	Signals	\$ 0 covered in lump sum
6	Noise walls	\$245,007
	Lump sum as stated above for CSAH 57 work	\$450,000
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	Total Estimated Share of Construction Cost To The City	\$815,432
	Estimated Federal Funds available to the City	\$223,169
	61.07% estimated Federal participation * \$365,432 (\$815,432 - \$450,00 lump sum)	
	Total Cost less Federal Funds	\$592,263
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Of this \$592,263, \$450,000 is a lump sum payment for CSAH 57. This leaves \$142,263 in city cost share for improvements on CSAH 116 and noisewalls on CSAH 57 and CSAH 116.

The total estimated construction cost to the City (less Federal Funds) for the project is **\$592,263** as shown on the attached Exhibit B. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated share of \$365,432. The estimated cost to the City for construction engineering is **\$29,234**. The grand total estimated cost to the City for the project is **\$621,497**.

Upon award of the contract, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the project estimated at **\$590,422**. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include administrative expenses incurred by the County.

Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the City's share. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid. The County will bill the 95% based on actual numbers received from low bidder.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City 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 by the County in conformance to the 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. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods, which occurred prior to such notice of termination. The City shall pay its pro rata share of costs, which the County incurred prior to such notice of termination.

IX. SIGNALIZATION POWER

Signalization power will continue as per current separate agreement between MnDOT and the City. A separate agreement is being prepared by MnDOT to finalize the responsibilities between the city and MnDOT.

X. MAINTENANCE

- A. Maintenance of the completed watermain, sanitary sewer, storm sewer, detention basins (including ponds and their outlet structures) shall be the sole obligation of the City.
- B. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.
- C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- D. Maintenance of the completed traffic signals and signal equipment shall be the sole obligation of the County.
- E. The County shall maintain the traffic signals controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- F. Painting of the traffic signals shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
- G. Timing of the traffic signals shall be determined by the County.
- H. Only the County shall have access to the controller cabinets.
- I. The traffic control signal shall be the property of the County.
- J. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- K. All maintenance of the EVP Systems shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- L. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.01, Subdivision 5, and §169.03. The City shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis, if requested by County.
- M. Malfunctions of the EVP Systems shall be immediately reported to County.
- N. All timing of said EVP Systems shall be determined by the County.
- O. In the event said EVP Systems or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City, written notice thereof from the County, the County shall remove the EVP System. Upon removal of the EVP System pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

XI. 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 NW, Ramsey, Minnesota

XII. 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.

XIII. 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.

COUNTY OF ANOKA

CITY OF RAMSEY

By: _____
Dennis D. Berg, Chair
Board of Commissioners

By: _____
Robert Ramsey
Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____
Terry L. Johnson
Anoka County Administrator

By: _____
Kurt Ulrich
City Manager

Dated: _____

Dated: _____

RECOMMENDED FOR APPROVAL:

By: _____
Douglas Fischer, P.E.
Anoka County Engineer

By: _____
Brian Olson, P.E.
Public Works Director

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
Dan Klint
Assistant Anoka County Attorney

By: _____
William Goodrich
City Attorney

Dated: _____

Dated: _____