

**JOINT POWERS AGREEMENT  
FOR THE CONSTRUCTION OF AN INTERCHANGE AT TH 10 AND COUNTY STATE AID  
HIGHWAY 83 (ARMSTRONG BOULEVARD)  
IN THE CITY OF RAMSEY, MN  
(S.P. 002-683-004)**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, 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, 55303, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the intersection of TH 10 and County State Aid Highway 83 (Armstrong Blvd) has met criteria and need for a fully directional interchange; and,

WHEREAS, the parties agree that it is in the best interest of the traveling public to construct an interchange at the intersection of TH 10 and CSAH 83; and,

WHEREAS, the parties of this agreement consider it mutually desirable to construct an interchange, roadway, drainage, and associated improvements at the intersection of TH 10 and CSAH 83; and,

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. 002-683-004 and 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 equally 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 constructing an interchange, roadway, drainage, and associated improvements at the intersection of TH 10 and CSAH 83; as described in the plans and specifications numbered Anoka County Project S.P. 002-683-004 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 an agreement with regards to other matters which are described below:

The parties to this Joint Powers Agreement (JPA) agree in principle that constructing the Project shown in the MnDOT Level 1 Layout dated March 18, 2014 defines the design of the Project.

It is agreed that the MnDOT Level 1 Layout dated March 18, 2014 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 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 2015 and 2016 the at-grade intersection of TH 10 and CSAH 83 will be reconstructed to a grade separated interchange with a 4-lane section and concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: a bridge over TH 10, a bridge over BNSF railroad, traffic signals, right and left turn lanes, thru lanes, curb & gutter, storm sewer with associated ponding, and bituminous trail.

#### INTERSECTIONS:

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

CSAH 83 / Sunwood Dr. (147<sup>th</sup> Ave.): Full Access Intersection w/ existing signal (completed under a separate project).

CSAH 83 / Old Sunwood Dr. (146<sup>th</sup> Ave.): Closure of 146<sup>th</sup> and construct a cul-de-sac. Old Sunwood drive was disconnected under a separate project.

CSAH 83 / TH 10 North Ramps: Full Access Intersection with a fully actuated traffic signal system (refer to approved Signal Justification Report).

Armstrong Blvd. / TH 10 South Loop and Riverdale Dr.: Full Access Intersection with side street stop condition.

#### TRAFFIC SIGNAL:

The parties agree that a traffic signal system(s) will be constructed with this project.

#### CSAH 83 and TH 10 North Ramp Signal System:

Following the construction, the ongoing traffic signal maintenance of the CSAH 83 and TH 10 North Ramp signal system will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance. MnDOT shall reimburse the County for all signal maintenance costs. The City shall reimburse the County 100% for all ongoing EVP maintenance (billed quarterly on an ongoing basis), and all luminaire maintenance. The City shall pay for and provide the ongoing supply of electrical power for the traffic signal system.

#### 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 award 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. 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.

#### BITUMINOUS TRAIL:

The City shall pay for a portion of the cost of the bituminous trail as defined in the Exhibit "A". 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 understand and agree that all future maintenance of the trails, including snow plowing, shall be the sole responsibility of the City.

#### TRAFFIC CONTROL:

The parties agree and understand the cost share for traffic control shall be a prorated share based on the project cost for traffic control divided by the total project cost. It is understood that Anoka County will use best management practices to limit the amount of time that a 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.

#### 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. At this time, the City is not requesting any landscape or streetscaping upgrades.

#### 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.

#### 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 Management Organization.

## **II. METHOD:**

The County 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 \$26,500,000. The total project costs are estimated at \$49,000,688. Participation in the construction cost is as follows:

Per the current Joint Power Agreement between the County and the City, Anoka County Contract No. 2005-0516, also known as the Ramsey Town Center Agreement, the City has some responsibility for the cost of CSAH 83 north of the BNSF railroad right of way as well as the local city street connection south of TH 10.

Both parties agree to share equally in any local costs to include, but not limited to, both preliminary and final design, land acquisition expenses, environmental, building demolition, property appraisals, and construction. Per the attached project funding exhibit, it is anticipated that both the County and the City will each participate up to \$2,807,744. Please note that both the County and the City have previously realized costs that are to be included in the aforementioned estimate.

Upon award of the construction contract, both the County and City shall provide their respective local costs for the project. The agencies shall determine if any equalization shall occur at that time. Following the completion of the project including all property acquisition, both agencies shall provide actual project costs, determine any payments that may need to occur and bill the other agency accordingly.

## **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. 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. The City shall be responsible for power to the signal and all ongoing costs associated with power to the signals.
- L. 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.

- M. 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.
- N. Malfunctions of the EVP Systems shall be immediately reported to County.
- O. All timing of said EVP Systems shall be determined by the County.
- P. 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.

## **X. 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

## **XI. 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.

**XII. 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: \_\_\_\_\_  
Rhonda Sivarajah, Chair  
Board of Commissioners

By: \_\_\_\_\_  
Sarah Strommen  
Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Jerry Soma  
Anoka County Administrator

By: \_\_\_\_\_  
Kurtis G. Ulrich  
City Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Douglas Fischer, P.E.  
Transportation Division Director  
Anoka County Engineer

By: \_\_\_\_\_  
Bruce Westby, P.E.  
City Engineer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dan Klint  
Assistant Anoka County Attorney

By: \_\_\_\_\_  
Joseph J. Langel  
City Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_