

**A JOINT POWERS AGREEMENT BY AND BETWEEN THE
CITIES OF ANOKA AND RAMSEY
FOR THE CONSTRUCTION AND MAINTENANCE OF
CERTAIN PUBLIC UTILITIES WITHIN THE
CITY OF ANOKA AND THE CITY OF RAMSEY**

This Agreement made and entered into this the 9th day of December, 2014, by and between the City of Anoka, a municipal corporation (hereinafter referred to as "Anoka") and the City of Ramsey, a municipal corporation (hereinafter referred to as "Ramsey").

WITNESSETH:

WHEREAS, Anoka and Ramsey share a common border; and

WHEREAS, there are two parcels within the City of Anoka limits currently not served by municipal sewer or water service; and

WHEREAS, said parcels are commonly known as 6058 Highway 10 (PIN #35-32-25-31-0001), a 0.43 acre parcel, and 6050 Highway 10 (PIN #35-32-25-31-0004), a 3.85 acre parcel; and

WHEREAS, Ramsey has a proposed subdivision ("~~Ramsey Subdivision~~[Ridgepoint](#)") whereby the public utilities located within the Rivlyn Avenue right-of-way would be extended to the east near the common municipal border as more fully illustrated in the attached Exhibit A; and

WHEREAS, an engineering analysis indicates that the most efficient and cost-effective way to provide parcels PIN #35-32-25-31-0001 and PIN #35-32-25-31-0004 in Anoka with municipal utilities is by extending water and sanitary sewer services from the ~~Ramsey~~[Ridgepoint](#) Subdivision to these parcels in Anoka; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes political subdivisions of the State to enter into joint power agreements for the joint exercise of powers [common](#) to each.

NOW, THEREFORE, it is mutually stipulated and agreed:

- 1 Purpose: As part of the public improvement process associated with ~~the Ramsey Subdivision~~[Ridgepoint](#), Ramsey will allow for the extension of water and sanitary sewer services into that parcel located in the City of Anoka, identified as PIN #35-32-25-31-0004, as more fully illustrated in the attached Exhibit A.
- 2 Services: The services contemplated by this Agreement shall include an 8 inch diameter ductile iron pipe as the water service, with a hydrant connection [and hydrant](#) at the end, and a 4 inch ductile iron pipe (force main) to serve as a sanitary sewer service.

3. Cost: The City of Anoka shall pay for all costs to extend the sanitary forcemain from the easternmost manhole to the end of the pipe, and the watermain from the easternmost valve to the end of the pipe and the hydrant ~~said utility services to on~~ parcel PIN#35-32-25-31-0004, including, but not limited to engineering, inspection, testing, and administrative costs.
4. Sewer and Water Charges: Upon connection to the water system constructed under this Agreement, and upon the development of parcel PIN#35-32-25-31-0004, the City of Ramsey shall install or require the developer of parcel 35-32-25-31-0004 to install ~~a~~-water meter(s) to monitor water services provided to said property. The owner(s) of said property within Anoka will be billed by the City of Ramsey for sewer and water services based upon methods and policies establishes for similar parcels within the Ramsey city limits and in accordance with rates established by the City of Ramsey. The City of Anoka will notify the City of Ramsey at such time as any new connection is made to the system.
5. Facility Maintenance and Operation: The City of Anoka shall retain ownership of and shall maintain the utility services for parcel PIN #35-32-25-31-0004 in Anoka. Maintenance work performed by the City of Anoka within the Ramsey City limits will require the City of Anoka to receive authorization from the City of Ramsey. The services will be defined as the point of connection to the Ramsey municipal systems to the common municipal border. The point of connection for the water service will be the last, easterly most gate valve on Rivlyn Avenue. The sanitary sewer service connection will be the point where the service connects to the last, easterly most, sanitary sewer manhole on Rivlyn Avenue.
6. Inspection: The City of Anoka grants the City of Ramsey the right to install and periodically monitor the sewage flow in the sewer manhole located at the Rivlyn Avenue right-of-way to evaluate any infiltration or inflow that may be introduced into the sewage line.
7. Indemnification: Each party hereto agrees to indemnify, defend and hold harmless the other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of its respective officers, agents, or employees relating to activities conducted under this Agreement.
8. Contingency: This Agreement is contingent upon the extension of the Ramsey utility services identified herein to the points illustrated in attached Exhibit A.
- ~~8.~~9. Termination: This agreement shall continue until rescinded by joint resolution of Ramsey and Anoka.
- ~~9.~~10. Entire Agreement/Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all Agreements and all negotiations between the parties relating to the subject matter

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thereof as well as any previous Agreement presently in effect between the parties relating to the subject matter thereof. Any alterations, variations, or modifications of the provisions of the Agreement shall be valid only when they have been reduced to writing and duly signed by the parties therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

CITY OF ANOKA

CITY OF RAMSEY

Phil Rice, Mayor

Sarah Strommen, Mayor

Tim Cruikshank, City Manager

Kurt Ulrich, City Administrator

Approved as to Form

Approved as to Form

| Scott C. Baumgartner, City Attorney

~~Joe~~ [Joseph J. Langel](#), City Attorney