

**JOINT POWERS AGREEMENT
FOR THE INTERSECTION IMPROVEMENTS OF COUNTY STATE AID HIGHWAY 116
(BUNKER LAKE BOULEVARD) AT TRUNK HIGHWAY 47 (ST. FRANCIS BOULEVARD)
BETWEEN ANOKA COUNTY AND CITY OF RAMSEY
(SAP 002-716-020)**

THIS AGREEMENT is made and entered into this ___ day of _____, 2020 by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this Joint Powers Agreement (“JPA”) agree it is in the best interest of the traveling public to improve the intersection of County State Aid Highway (CSAH)116 (Bunker Lake Blvd) and Trunk Highway (TH) 47 (St Francis Blvd); and,

WHEREAS, said parties mutually agree that the intersection of CSAH 116 (Bunker Lake Blvd) and TH 47 (St. Francis Blvd) is in need of improvement; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of CSAH 116 between 250 feet east of Tower Pond Dr. and 1200 feet east of Trunk Highway 47 (St. Francis Blvd) and Trunk Highway 47 between Coolidge St. NW and 142nd Ave NW, in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over County State Aid Highway 116 between 250 feet east of Tower Pond Dr. and 1200 feet east of Trunk Highway 47 (St. Francis Blvd); and,

WHEREAS, the parties agree that it is in their best interests that the costs of said project be shared; and,

WHEREAS, Minn. Stat. § 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

The parties have joined together for the purpose of reconstructing the roadway, drainage, trail, bridge, and traffic control systems as well as other utilities on CSAH 116 (Bunker Lake Blvd). between 250 feet east of Tower Pond Dr and 1200 feet east of Trunk Highway 47 and Trunk Highway 47 between Coolidge St. NW and 142nd Ave NW; as described in the preliminary design plans (“Project”). The County project number for the reconstruction is SAP 002-716-020. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

The parties to this JPA agree in principle that construction of County State Aid Project No. 002-716-020 is in the best interests of the traveling public and that the Preliminary Layout shown in Exhibit A defines the preliminary design of the Project.

It is agreed that the Exhibit A (Layout) dated March 26, 2020, 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.

II. METHOD

The County shall cause the construction of Anoka County Project SAP 002-716-020 according to the terms set forth herein. All exhibits referenced are incorporated and made part of this JPA.

IMPROVEMENTS:

It is agreed by the parties that the intersection of CSAH 116 and TH 47 will be reconstructed to the extent shown in Exhibit A. Improvements include but are not limited to: traffic signal replacement at TH 47, right- and left-turn lanes, through lanes, concrete curb and gutter, storm sewer with associated ponding work, bridge rehabilitation, bituminous trail and concrete walk.

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the road construction portion of the Project. Acquisition of any additional right-of-way and/or easements needed for improvements 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.

TRAFFIC SIGNALS:

The parties agree that the existing traffic control signal system at the CSAH 116 and TH 47 intersection will be replaced with this Project. The parties agree that the cost of the reconstruction of this signal shall be standard Anoka County cost share as shown in Exhibit C, with 100% of the traffic signal cost to the County.

DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, excluding the existing detention basin modification and their outlet structures. 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. An estimated allocation of drainage costs is included in the Cost Distribution Spreadsheet attached as Exhibit B. Final costs will be allocated according to the State Aid hydraulics letter to be issued subsequently by the state.

SIDEWALK:

There is one new concrete sidewalk being constructed in the SW quadrant of the intersection along CSAH 116. This new walk is located in the City of Anoka. This new walk will not be the responsibility of the City of Ramsey.

The parties agree that replacement of portions of sidewalk may also be needed in the Project. The costs for any concrete sidewalk replacement will be allocated to the County, based on the Anoka County standard cost sharing policy as shown in Exhibit C.

The parties understand that the costs for new and replacement sidewalk include concrete 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 concrete sidewalk.

BIKEWAYS:

The parties agree that the costs for any new bikeways or bikeway replacement will be based on the Anoka County standard cost sharing policy as shown in Exhibit C.

The parties understand that the costs for the bikeway include 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 bikeways.

TRAFFIC CONTROL:

The parties understand and agree that portions of CSAH 116 and TH 47 will be open to two-way thru traffic during some phases of construction. During certain phases of construction CSAH 116 or TH47 will be open to one-way traffic, while the opposing traffic will be detoured. Closures will be limited. Access for local and emergency vehicles will be maintained during all phases of construction.

The following special event dates will be excluded from the available dates for short-term closures.

Anoka County Fair July 20 – 25, 2021
Game Fair August 13-15 and 20-22, 2021

The parties agree and understand the cost share for traffic control for the city shall be a prorated share based on the city project cost divided by the total project cost.

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) by the Project will be reconstructed in kind with 100% project cost allocated to County with same/similar materials to be used in the reconstruction. The cost of any upgrades requested by the City, (e.g., concrete aprons) shall be the sole cost of the requesting City.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project, they shall be designed by the City or its selected consultant in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City shall supply the signed plans, specifications, and estimated quantities (using MnDOT Item Numbers) and cost for the proposed landscape/streetscape. The total cost of the design as well as the construction cost above standard median cost will be at the expense of the requesting City. All construction documents must be submitted to the County no later than sixty (60) days prior to the County's advertisement for bids, as scheduled by the County. Future maintenance of any landscaping or streetscaping will be the sole responsibility of the City.

RETAINING WALLS:

The costs associated with any standard retaining walls required to construct the Project shall be allocated to the County. The parties agree that if the City wishes to include aesthetic treatment to any retaining walls or upgraded materials, any construction costs above standard cost will be at the expense of the requesting City.

UTILITIES:

The parties agree that the Exhibit A Layout does not include specific proposed utility locations, as those will be determined during later stages of the design process.

The City's design of any sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities (using MnDOT Item Numbers) and cost. All construction documents must be submitted to the County no later than sixty (60) days prior to the County's advertisement for bids, as scheduled by the County.

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 (LRRWMO), city permits, as well as any other permits that may be required. The County also requests that the City inform the County of any ordinances or city regulations that affect construction at the time of the signing of this JPA (e.g. setbacks, tree clearing ordinances, or any other city ordinances).

III. COSTS

The parties agree that the standard cost share policies expressed in Exhibit C are hereby incorporated and made part of this JPA.

The contract costs of the work associated with the Project, 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 construction costs" are good faith projections of the costs, which will be incurred for this project. Actual costs will vary and those will be the costs for which the relevant parties will be responsible.

This project had originally received funding through the Metropolitan Council regional solicitation program. This project has since been de-federalized and the federal funds have been reallocated, as authorized by state and federal agencies.

Anoka County will maintain the federal funding commitment for this project by replacing the reallocated federal funds with Anoka County State Aid and/or Anoka County local funds. As such, the cost split will continue to be based on a typical federal project cost split with City federally eligible costs being covered by Anoka County under the below formula.

The City will still be responsible for the City's share of what would be considered non-federally subsidized in a typical federal project cost split.

The estimated total construction costs for the Project are estimated to be \$3,388,818.51.

Funding/Cost Breakdown:

Federal funds originally available for the Project were capped at \$1,868,000.00. Those funds were reallocated. This amount of federal funding will now be covered by Anoka County and will be referenced herein as "A/C replacement federal funds."

The A/C replacement federal funds are split based on the ratio of the eligible cost incurred by each party to the total eligible project cost. Eligible costs were the costs of items that could participate in A/C replacement federal funding as shown on Exhibit B.

The total estimated construction cost to the City is \$119,817.00 (prior to application of the A/C replacement federal funds that are available). After the A/C replacement federal funds percentage is applied, the cost to the City for their share of the construction items of the Project is \$52,917.36 (\$119,817.00 minus \$66,899.64, which are the A/C federal funds that are available to the City).

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$119,817.00. The estimated cost to the City for construction engineering is \$9,585.36. In summary, the total City share of this project is \$129,402.36 (includes construction and construction engineering costs). The total cost to the city after the A/C federal funds have been applied including construction engineering is *** \$62,502.72 (see summary below).**

***(\$119,817.00 – \$66,899.64 + \$9,585.36= \$62,502.72, note: construction engineering costs were not federally eligible)**

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 \$59,377.58. Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the City at the time of billing. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the County.

After 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.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution and will remain in effect until the Project and all restoration activities are completed, *with exception* of the ownership and maintenance provisions within this Agreement which shall continue indefinitely.

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 with State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party. Prior to City payment to the County, Anoka County shall provide the City a copy of all cost participation documents submitted to MnDOT State Aid to assist the city in their application for MSA funding.

IX. MAINTENANCE

- A. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), and detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- B. Maintenance of crosswalk pavement markings shall be the responsibility of the City and the County. The County will be responsible for the maintenance of the crosswalk pavement marking for the crossings at the signalized intersections. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all city streets.
- C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City. The City will be responsible for long-term maintenance and replacement of the complete street light system including items such as: poles, fixtures, luminaires, and control cabinets.

X. NOTICE

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

XI. INDEMNIFICATION

To the extent allowed by law, the City and 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 A 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.

XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

Remainder of page intentionally left blank.

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

COUNTY OF ANOKA

CITY OF RAMSEY

By: _____
Rhonda Sivarajah
County Administrator

By: _____
John LeTorneau
Mayor

Dated: _____

Dated: _____

By: _____
Kurt Ulrich
City Administrator

Dated: _____

RECOMMENDED FOR APPROVAL:

By: _____
Joseph J. MacPherson.
County Engineer

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine Carney
Assistant County Attorney

Dated: _____

EXHIBIT "A"

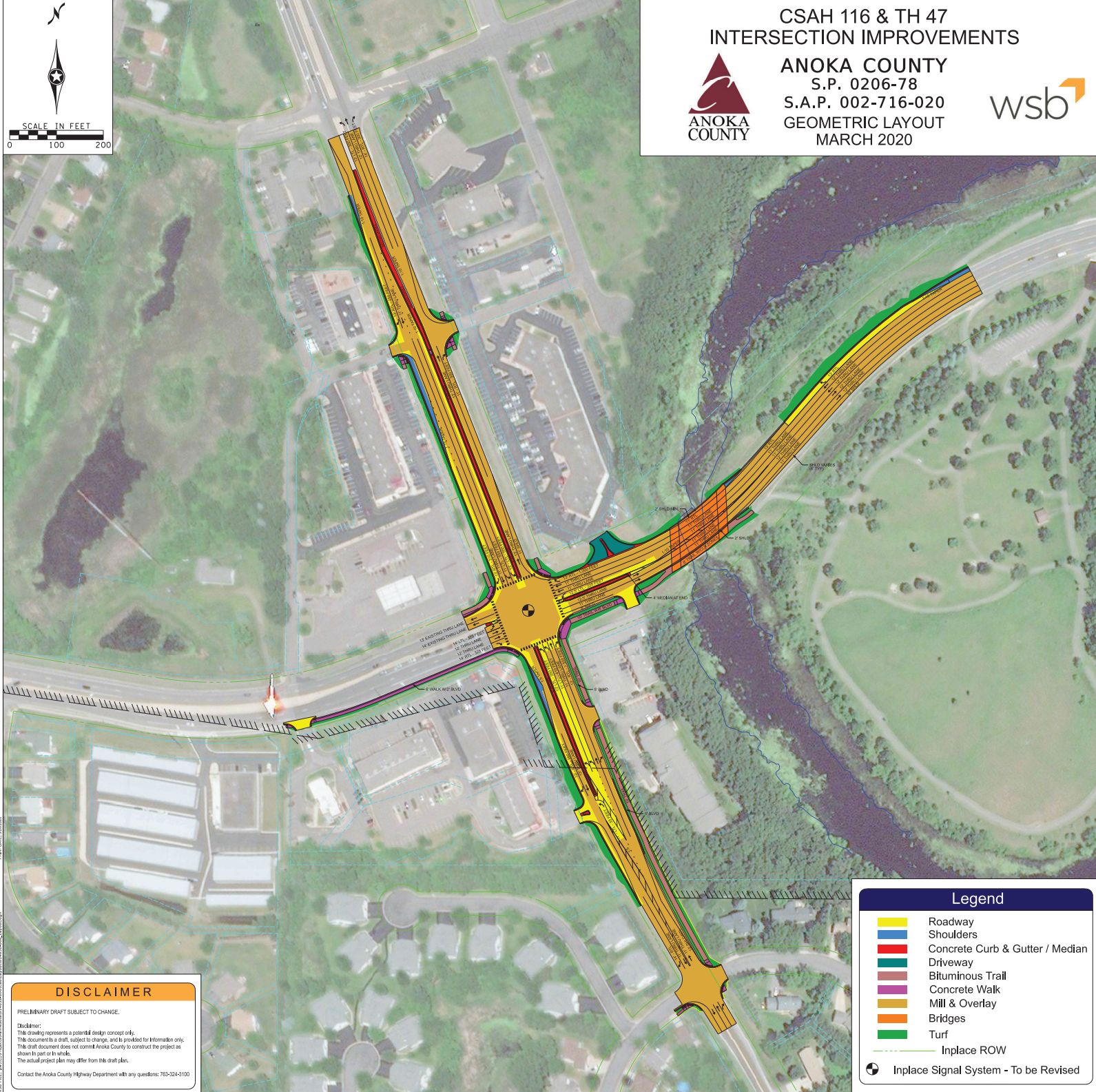
Layout

EXHIBIT A

CSAH 116 & TH 47 INTERSECTION IMPROVEMENTS



ANOKA COUNTY
S.P. 0206-78
S.A.P. 002-716-020
GEOMETRIC LAYOUT
MARCH 2020



Legend

- Roadway
- Shoulders
- Concrete Curb & Gutter / Median
- Driveway
- Bituminous Trail
- Concrete Walk
- Mill & Overlay
- Bridges
- Turf
- Inplace ROW
- Inplace Signal System - To be Revised

DISCLAIMER

PRELIMINARY DRAFT SUBJECT TO CHANGE.

Disclaimer:
This drawing represents a potential design concept only. This document is a draft, subject to change, and is provided for information only. This draft document does not commit Anoka County to construct the project as shown in part or in whole. The actual project plan may differ from this draft plan.

Contact the Anoka County Highway Department with any questions: 763-524-3100

EXHIBIT "B"

Cost Distribution Spreadsheet

EXHIBIT "C"

FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY

| <u>ITEMS</u> | <u>COUNTY SHARE</u> | <u>CITY SHARE</u> |
|--|---|--|
| Concrete Curb & Gutter | 50% | 50% |
| Concrete Curb & Gutter for Median and Center Island Construction | 100% | 0% |
| Concrete Median | 100% | 0*1 |
| Concrete Sidewalk | 0% | 100% |
| Concrete Sidewalk Replacement | 100% | 0% |
| Bikeways | 0% | 100% |
| Bikeway Replacement | 100%, | 0% |
| Unless existing trail not placed at edge of R/W | | |
| Construction or Adjustment of Local Utilities | 0% | 100% |
| Grading, Base and Bituminous | 100% | 0% |
| Storm Sewer | based on state aid letter*2 | based on state aid letter*2 |
| Driveway Upgrades | 100%, in-kind | 100%, of up-grades |
| Traffic Signals, new (communities larger than 5,000) w/ State Aid approved SJR | ½ the cost of its legs of the intersection | the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection |
| Traffic Signals, replacement (communities larger than 5,000) w/ State Aid approved SJR | the cost of its legs of the intersection | the cost of its legs of the intersection |
| Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR | 100% | 0% |
| Traffic Signal, w/o State Aid approved SJR | 0% | 100% |
| EVP | 0% | 100% |
| Engineering Services | *3 | *3 |
| Right-of-Way | 100%*4 | 0% |
| Street Lights | 0% | 100% |
| Noise Walls | 100%, if not previously notified*5 | 100%, if previously notified*5 |

- *1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.
- *2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.
- *3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.
- *4 In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.
- *5 Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.