



COPY

Anoka County Contract No. 2005-0516

**JOINT POWERS AGREEMENT
BETWEEN ANOKA COUNTY AND THE CITY OF RAMSEY
FOR THE PUBLIC WORKS IMPROVEMENTS
RELATED TO THE RAMSEY TOWN CENTER DEVELOPMENT
RAMSEY, MINNESOTA**

This Agreement is made and entered into this 12th day of April, 2005, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 3rd Avenue North, Anoka, Minnesota 55303, hereinafter referred to as the "County," and the City of Ramsey, 15153 Nowthen Boulevard, Ramsey, Minnesota 55303, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City has entered into a development agreement with Ramsey Town Center, L.L.C. for the development of the Ramsey Town Center (hereinafter referred to as "RTC") between Trunk Highway 10, County Road No. 116, County State Aid Highway 83, and County Road No. 56, which project would require the major reconstruction and expansion of both County and State highways, as well as construction and extension of utilities to serve the RTC and surrounding areas; and,

WHEREAS, the RTC development is intense and will have a substantial impact on the movement of traffic on Trunk Highway 10, County Road No. 56, County State Aid Highway No. 83, and County Road No. 116 in the City of Ramsey as well as impacts on County State Aid Highway No. 57 in the City of Ramsey; and,

WHEREAS, because of the substantial development, significant improvements need to be made to the highway/road infrastructure; and,

WHEREAS, the City does not have sufficient funds available to pay for the cost of the improvements necessary for the development of the RTC; and,

WHEREAS, the City has proposed to use funds generated by RTC together with funds to be contributed by the County as hereinafter set forth, and other funds of and available to the City, to pay for said improvements; and,

WHEREAS, the parties hereto have agreed in principal as to the nature and extent of the improvements to be made, which improvements are described in Schedules A, B, and C (the Schedules), which are attached hereto and incorporated herein by reference and which are hereinafter collectively referred to as the "Improvements"; and,

Y100

WHEREAS, the parties hereto agree that the cost of certain of the Improvements be shared by the parties; and,

WHEREAS, the parties have agreed that it is in their best interest that the City undertake the construction of the Improvements on behalf of both parties, except as provided herein; 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 as follows:

1. PURPOSE

The parties have joined together for the purpose of constructing and/or reconstructing the roadways, drainage, trails, sidewalk, traffic control systems with EVP, as well as other utilities on a portion of County State Aid Highway No. 83 and County Road Nos. 116 and 56 and other improvements as described in the Schedules and to share in the cost of certain of said improvements, as provided hereinafter.

2. METHOD

The City shall provide all engineering services, and shall cause the construction of the Improvements referred to in the Schedules in conformance with plans and specifications to be prepared by the City and approved in writing by the County as to the Improvements to be made to the County highway system, except for those projects where the County is the lead agency as hereinafter provided. All design on County State Aid Highways and County Roads shall be based on a County approved Traffic Analysis and a sketch plan which clearly shows projected peak hour turning volumes and lane configuration at all intersections. The letting of bids and acceptance of all bid proposals shall be done by the City, except as hereinafter provided. All plans and specifications submitted to the County for review and approval shall include a detailed traffic control plan for all state and county roadways involved in the reconstruction projects. The plans and specifications must include a requirement for the contractor to obtain permits from both the state and county prior to commencing work on the facilities controlled by the State or County from the appropriate agency. All plans and specifications must be submitted to the County for review and comment a minimum of sixty (60) days prior to the advertisement for bids for work which impacts any of the county facilities located in and around the proposed development.

3. USE OF COUNTY PROPERTY

- A. The County agrees to accommodate the storm water pipe and storage ponds for the RTC development on property located south of T.H. 10. Three issues need to be resolved to the satisfaction of the County by the City. First, the site has been secured with the intention of building a river crossing approach on that property. Secondly, the existence of a five year "License Agreement" with Diamonds Sports Bar and Grill for the use of the property for special events. There is at least an expectation that Diamonds Sports Bar and Grill would be compensated for their costs, should the property be unavailable to them for the initial five year period ending February 2008. Third, the alternate use of that property from the County perspective would be as replacement property for a County project related to "4-F" or "6-F" encroachment elsewhere in the County.
- B. The City is to agree that they will be responsible to find, design, construct and pay for drainage and storage alternatives if the river crossing is built in this corridor.
- C. The City will facilitate the cancellation of the five-year parking agreement with Gary Gruber at Diamonds Sports Bar and Grill. At a minimum, the City must obtain a letter from Diamonds Sports Bar and Grill which allows the County to rescind the existing license agreement between the County and Diamonds Sports Bar and Grill at no cost to the County.
- D. The City will assist the County in finding suitable replacement property for 4F or 6F encroachments on other park land for a potential river crossing between Dayton and Ramsey, regardless of the alignment. The City's responsibility in the procurement of replacement property for 4F or 6F impacts will be limited to the acquisition of 4.47 acres of replacement property with a value of not less than \$447,000.

4. ACCESS TO COUNTY HIGHWAY

- A. Only three (3) full turn accesses will be allowed from the RTC development to Bunker Lake Boulevard (C.R. 116). These accesses will line up with accesses on the north side of Bunker Lake Boulevard (C.R. 116) for a total of six access points as directed in the Highway 116 Corridor Study. No additional right-in, right-out accesses onto Bunker Lake Boulevard (C.R. 116) are being allowed at this time. This provision is in agreement with the original Joint Powers Agreement between the City and the County at the time the roadway (C.R. 116) was constructed.
- B. A total of three accesses are acceptable along the west side of Ramsey Boulevard (C.R. 56) as follows:

- (1) A full access with Sunwood Drive, a three quarter turn access at what is to be known as Ramsey Parkway (northbound Ramsey Boulevard left onto westbound Ramsey Parkway). The City would close the left turn movements onto Ramsey Parkway at Ramsey Boulevards when traffic operation issues arise. No signalization will be requested at this location.
 - (2) A three quarter turn access located in the south east corner of the development property will be used for emergency vehicles (left turns out of the RTC eastbound to northbound Ramsey Boulevard). The City would post the access as emergency only and would be committed to stop illegal use by issuing tickets or installing a gate. This access point would be posted and special consideration would be given to the use of a traffic control device (i.e. gate or stop arm) to prohibit unauthorized use.
 - (3) No additional full access points will be allowed on the east side of Ramsey Blvd.
- C. A total of two accesses along the east side of Armstrong Boulevard (C.S.A.H. 83) as follows:
- (1) A full-turn access where Sunwood Drive exits the RTC development onto Armstrong Boulevard (C.S.A.H. 83), and a three quarter turn at what is to be known as Ramsey Parkway (southbound Armstrong Boulevard left onto Ramsey Parkway). The City would close the left turn movements onto Ramsey Parkway at Armstrong Boulevards when traffic operation issues arise. No signalization will be requested at this location.
 - (2) No additional full access points will be allowed along the west side of Armstrong Blvd.
- D. Future signal systems at Sunwood Drive and Armstrong Boulevard and at Sunwood Drive and Ramsey Boulevard may need railroad pre-emption so that the queue at the signals does not back up over the tracks (northbound green prior to train arrival). The City will coordinate this design with the BNSF Rail Road and MnDOT. The County's position is that these signals should be coordinated with the respective railroad signals and Traffic control signals on TH 10. This may require the County and City to enter into a separate agreement with BNSF and MnDOT.

5. PHASES

The Improvements shall be constructed in phases, as follows:

- A. Phase I (2005) - Phase one of the project includes the following components:

- (1) Ramsey Boulevard is improved to a four lane divided highway from T.H. 10 to 1,000 feet north of Bunker Lake Boulevard.. This project includes signal modifications at T.H. 10 and railroad crossing upgrades (signal and surface).
- (2) A full traffic actuated signal is installed at Ramsey Boulevard and Bunker Lake Boulevard and at Ramsey Boulevard and Sunwood Drive with right and left turn lanes as required for all approaches to the intersection.
- (3) Turn lanes (both left and right) will be added on Bunker Lake Boulevard at Town Center Drive.
- (4) Left turn lanes as required for south bound traffic and a right turn lane for north bound traffic will be added on Armstrong Boulevard at Sunwood Drive.
- (5) Several city streets will be constructed south of Bunker Lake Boulevard.

B. Phase II (2006) - Phase two of the project includes the following components:

- (1) Armstrong Boulevard is reconstructed from T.H. 10 to 1,000 feet north of Bunker Lake Boulevard to a four lane divided roadway. This project includes signal modifications at T.H. 10 and railroad crossing upgrades (signal and surface).
- (2) Full traffic actuated signal systems would be installed at the intersections of Bunker Lake Boulevard and Armstrong Boulevard, and at Armstrong Boulevard and Sunwood Drive. All signals on Bunker Lake Boulevard shall be interconnected with an interconnect system compatible with other County interconnects.

C. Phase III (2007) - Phase three of the project includes the following components:

- (1) Bunker Lake Boulevard is reconstructed to a four lane divided roadway from Armstrong Boulevard to 1,000 feet west of Ramsey Boulevard (C.R. 56).
- (2) Full traffic actuated signal systems would be installed at the intersection of Bunker Lake Boulevard and Town Center Drive, Bunker Lake Boulevard at Sunfish Lake Boulevard. All signals on Bunker Lake Boulevard shall be interconnected with an interconnect system compatible with other County interconnects.
- (3) The County will consider the addition of a full traffic actuated signal system at the intersection of Bunker Lake Boulevard and Sunwood Drive following receipt of additional traffic information to justify said signal system.
- (4) The remaining City streets south of Bunker Lake Boulevard would be constructed. Town Center Drive north of Bunker Lake Boulevard will be

constructed. The City will insure that only six full accesses will connect to Bunker Lake Boulevard between Armstrong Boulevard and Ramsey Boulevard, with a four-legged intersection counting as two accesses. This provision is in agreement with the original Joint Powers Agreement between the City and the County at the time the roadway was constructed.

(5) Any modification of the signals existing on the project as a result of prior construction.

- D. Phase IV (2007) - Phase four of the project includes the following components: Sunfish Lake Boulevard is reconstructed to a four lane divided roadway from T.H. 10 to 1000 feet north of Bunker Lake Blvd. (C.R. 116). This project includes signal improvements at C.R. 116 and C.R./C.S.A.H. 57 and at T.H. 10 and C.S.A.H. 57 and a railroad crossing upgrade to the crossing surface and signal. The County will be the lead agency on this project.

6. TERMS

- A. The RTC design shall provide a pedestrian bridge over U.S. Highway 10, connecting the RTC development to Mississippi West Regional Park. This should be aligned with the proposed trail through the treatment pond south of U.S. Highway 10. This section does not prohibit the City from seeking other sources of funding to assist in construction of the pedestrian bridge.
- B. The design of the Ramsey Boulevard and U.S. Highway 10 intersection must also accommodate vehicular connection between the park and Ramsey Boulevard, south of Highway 10. Ingress/egress to the park is to be constructed with turn lanes and stacking from Highway 10 to the park entrance and from the park entrance to Highway 10.
- C. The proposed settling pond, treatment pond, and infiltration ponds should be designed in such a manner as to meet the following objectives:
- (1) Grade a "bench" to accommodate a future trail with a minimum width of 10 feet, plus 2-foot shoulders; provide holding capacity to accommodate a 100 year flood event without over-topping the trail; and
 - (2) Incorporate native plant materials that are suitable to the conditions of the site and provide an aesthetic park-like appeal; and
 - (3) Use an outlet structure at the Mississippi River which minimizes visual and physical intrusion in the park.

- D. The view shed from the park to the RTC development should be considered. To the extent possible, plant materials should be used to screen the view of buildings or other man-made structures. Consideration of evening uses of the park should also be considered in lighting of the RTC development. Light cast into the park or that is visible from the park will have a long-term detrimental impact on use of the park for evening activities.
- E. The RTC design should preserve a wildlife corridor between Lake Itaska and the Mississippi River. To that end, provisions should be made in the design, development of the RTC and the future park to ensure continuity in both the alignment and natural characteristics of the wildlife corridor.
- F. The City shall facilitate meetings prior to detailed design, to explore possibilities for achieving harmony in the architectural vernacular between the RTC development and the future park development, particularly where the two projects will interface, e.g. lighting, site furnishings, landscaping, etc.
- G. The design of the storm sewer system throughout the development and along the outfall to the Mississippi River will provide for adequate capacity for the county roadways in and around the development area including all roadways and ditches that now naturally drain toward the intersections of Bunker Lake Boulevard (C.R. 116) with Armstrong Boulevard (C.S.A.H. 83) and Ramsey Boulevard (C.R. 56), along with all county highways and intersections between Bunker Lake Boulevard and Highway 10, inclusive of Armstrong Boulevard and Ramsey Boulevard. Adequate storage and drainage systems will be provided by the City for the ultimate section of each of those roadways listed above in their final configuration as anticipated by this Agreement.

7. COSTS

- A. The contract cost of the work, or if the work is not contracted the cost of all labor, materials, normal engineering costs, equipment rental required to do the work and right-of-way acquisition costs shall constitute the actual "construction costs" and shall be so referred to herein. Total Construction Costs shall include construction costs and administrative costs such as bonding expenses, legal expenses and engineering fees, provided however, that said administrative costs shall not exceed 26 percent (26%) of the construction costs. "Estimated total construction costs" are good faith projections of costs which will be incurred for the projects.

B. Total estimated construction cost of the Improvements described in the Schedules is \$13,050,372.08. These figures are based on the City estimates included in the "Summary of Estimated Project Costs for the Ramsey Town Center Improvements" which is incorporated herein by reference. The project costs shall be paid for by special assessments, City funds, State funds, Federal funds and County contributions as hereinafter provided. The projects for which the costs are to be shared by the County and the City, the estimated total cost of each project, and the County participation in each project is listed in the Schedules of this Agreement.

C. The estimated costs for the signal projects are \$2,801,250 of which \$1,012,500 is on T.H. 10. The remaining \$1,788,750 in estimated signal costs are on County highways. Since only two of the signal systems on the County highway system are warranted, the County will not participate in paying for the cost of construction of the unwarranted signals. The county will participate in construction of and will provide ongoing maintenance for the signal systems at Armstrong Boulevard (CSAH 83) at Bunker Lake Boulevard (C.R. 116) and Sunfish Lake Boulevard (CSAH/CR 57) at Bunker Lake Boulevard (CSAH 116), in accordance with the County cost sharing policy.

(1) The City shall submit plans for each signal system, including EVP, to the County for review and approval sixty (60) days prior to the advertising for bids. The City shall pay to the County a plan review fee of \$1,000 for each signal plan submitted.

(2) At a rate of six percent (6%) of the actual construction costs, the County shall provide construction observation for the construction of the signal system. The County shall have final authority to accept all roadway and signal work done within the county right of way. The estimated cost to the City for construction observation is \$107,325.

(3) The City shall be responsible for all remaining construction and engineering costs.

(4) The cost participation is summarized below:

Anoka County:	\$0
City of Ramsey, Signal Construction Inspection:	\$107,325
City of Ramsey:	ALL REMAINING COSTS

(5) The total cost to the City for the signal inspection is estimated at \$107,325.

(6) Upon award of the contract for each signal, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of

the cost of inspection of the signal system. The City's share of the cost of the project shall include only construction engineering expense and does not include administrative expenses incurred by the County.

8. CONSULTANT SERVICES

The City shall contract with a qualified consulting firm with significant experience in the design of high-speed highways. The City shall not contract with a consultant until the qualifications of said consultant are reviewed by and approved in writing by the appropriate staff of the Anoka County Highway Department. The proposed Improvements contemplated by this Agreement on T.H. 10, C.S.A.H. 83, C.R. 116, C.R. 56 and C.S.A.H./C.R. 57 are in fact highway improvements. The design of highways is considerably different from the design of city streets and the County needs to be assured that the consultant engaged by the City are experienced in the design of highways. While the City retains the oversight for the direction given the consultants hired for these projects, the County, by entering into this Joint Powers Agreement is assured by the City that the roadways designed and built under this agreement will conform to the standards for County State Aid Highway and County Roads in Anoka County. Critical factors in design include but are not limited to: the cross section of the roadway, the transfer slope of the roadways, super elevation in curves, turn lane and taper lengths for lane changes and turn lane introductions, curb height and type, and median and edge of road drainage.

The City shall provide or contract with a qualified consulting firm, with significant and proper experience with respect to the construction and construction administration of county highways. Additionally, the city shall provide an adequate number of individuals to provide the amount of construction inspection and administration. All inspection, control of material and associated documentation for construction are to be performed in accordance with the approved construction plans, current MnDOT specifications and technical memorandums, and/or special provisions. All inspectors shall be MnDOT certified as it pertains to the operations that is being inspected. County concurrence must be obtained prior to the City authorizing Change Orders, Work Orders and/or Supplemental Agreements that significantly increase the County's cost participation.

At all times, while work is actually being performed, the City, or contracted consultant, shall have at the site of work a competent individual(s) who is (are):

Thoroughly experienced in the type of work being performed.

Authorized and fully capable of inspecting, overseeing and documenting the work in progress. Capable of reading and thoroughly understanding the plans, specification and all other pertinent documentation.

Authorized to receive instructions from the Engineer.

Should the County feel, at any time, that these requirements are not being met, the County shall have the right to request replacement of the inspection personnel.

9. DISBURSEMENT OF FUNDS

The County shall pay to the City the County's portion of the actual construction costs of each project in the form of an annual payment. The first payment amount is \$266,070.76 based on an interest rate of 4.5 percent interest per year and a principal of \$4,334,000 for 30 years, the payment thereafter will be \$338,510.26 based on the balance of \$4,262,959.05 after the first payment, at 4.5 percent interest per year over 19 years. In addition the County will obtain the \$247,500 in Federal funds and apply it to the BNSF crossing improvement on Sunfish Lake Blvd. (CSAH 57). 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. This payment shall be made each year for twenty years on January 31 of each year. The first payment will be due on January 31, 2006.

The County shall be the lead agency on the Sunfish Lake Blvd. (CSAH 57) project. The City shall pay to the County the City's share of the actual construction cost of the work within forty-five days of the receipt of a claim voucher, containing such information as the City may reasonably require, representing that payments have been made for right of way, or on a contract or contracts for the projects outlined in this agreement.

10. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformance to the State laws.

11. CONTRACTOR INDEMNIFICATION AND INSURANCE

A. The City shall include the following wording in all of its agreements with its contractors for the design and contract services of the Improvements described in the Schedules:

“The Contractor agrees that it will hold harmless, indemnify, and defend the County of Anoka, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, including but not limited to the negligence of the Contractor.”

In addition, all contractors providing the design and contract services of the Improvements described herein shall obtain the insurance coverage as described in Schedule D, which is attached hereto and incorporated herein by reference.

B. The City shall include the following wording in all of its Agreements with its contractors for the construction of the Improvements described in the Schedules:

“The Contractor agrees that it will hold harmless, indemnify, and defend the County of Anoka, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, including but not limited to the negligence of the Contractor.”

In addition, all contractors providing the construction of the Improvements described herein shall obtain the insurance coverage as described in Schedule E, which is attached hereto and incorporated herein by reference.

Prior to execution, all contracts shall be forwarded to the Anoka County Attorney’s office for approval as to the requirements of this section.

12. TERMINATION OF AGREEMENT BY THE COUNTY

A. The County may terminate this Agreement if the City, and the Developer of the Ramsey Town Center (RTC) do not enter into a development agreement on or before the date of this agreement which agreement provides for the development of a RTC. RTC means a unified, concentrated development having the following characteristics:

- (1) Commercial mixed use development occupying a minimum of 1.0 million gross square feet of space; and
- (2) Transit station suitable for conversion to a commuter rail station; and
- (3) A minimum of 1,500 units of medium and high density residential units

- B. The City shall provide copies of all agreements with the Developer of RTC. The County may terminate this agreement with the City if the City modifies, alters or changes any of the terms or conditions of its agreement with the Developer of the RTC.

13. TERM

This Agreement shall continue until (1) it is terminated as provided herein, or (2) until the construction provided for herein is completed and payments provided for herein are made, whichever of (1) or (2) shall first occur. Maintenance portions of this Agreement shall not terminate unless a subsequent agreement, specifically approved by the governing bodies of both parties, replaces this Agreement.

14. 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.

15. RIGHT OF WAY

The City shall acquire the majority of the right of way needed for this project as part of their development process. The City shall notify the County of any right of way needs not acquired through the City process a minimum of 12 months prior to the need for said right of way.

The County then shall acquire said right of way, from private property owners, that is required for the construction of the County Highway improvements through either direct purchase or condemnation. The City shall reimburse the County all costs incurred by the County in acquiring the necessary parcels. Reimbursable costs include, but are not limited to, the purchase price, recording fees, appraisal fees, attorney fees, and all costs incurred by the County in acquiring the parcels through eminent domain (hereinafter collectively referred to as "Land Acquisition Costs"). These costs shall not include County staff time.

Upon written demand by the County, the City shall pay to the County the appraised value portion of the Land Acquisition Costs. Upon final completion of the each parcel acquisition, the City shall pay for all remaining Land Acquisition Costs within 30 days after receipt of an invoice from the County documenting the expenses incurred.

After construction has been completed, the City shall convey the property it acquired to widen/improve the county highways by warranty deed to the County.

16. SIGNALIZATION POWER

The City shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for all signalized intersections including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installations, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City.

17. MAINTENANCE

Maintenance of the completed water main, sanitary sewer, storm sewer (except catch basins and catch basin leads on county highways), detention basins (including ponds and their outlet structures and any grit chambers/collectors including the "Vetch Stormwater Treatment System") shall be the sole obligation of the City.

The County will maintain the County State Aid Highways and County Roads following completion of the construction and during winter suspension of work so long as the road surface is bituminous. If for any reason the road surface is not hard surfaced by winter suspension of work the City shall maintain the road surface continuously until work resumes.

Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

Maintenance of all city streets shall be the solid obligation of the City.

The City shall be responsible to maintain all medians which the City has designated for plantings. Maintenance shall be performed in accordance with the "Anoka County Highway Department Landscape/Streetscape Guidelines dated June 2000." If the City does not comply with these

guidelines, the County at any time may remove all plantings and landscaping items and replace with hard surfacing in its place. The City shall be billed by the County for all costs incurred.

Nothing in this Agreement shall affect the terms and conditions of the Maintenance Agreement between the State of Minnesota, the City, and the County for the signals located at the intersections of T.H. 10 with C.R. 56, Ramsey Boulevard and T.H. 10 at the intersection with C.S.A.H. 83 (Armstrong Boulevard).

Maintenance of the completed signal systems at the intersections of Bunker Lake Boulevard (C.R. 116) at Armstrong Boulevard (CSAH 83) and Bunker Lake Boulevard at Sunfish Lake Boulevard shall be the sole obligation of the County except that the city shall provide the electrical power at these locations. The exception being that the City shall reimburse the County for maintaining the luminaries and EVP.

This Agreement contemplates the installation of several unwarranted signal systems. These traffic signals are located at the intersections of Armstrong Boulevard and Sunwood Drive, Bunker Lake Boulevard and Town Center Drive, Bunker Lake Boulevard and Ramsey Boulevard, and Ramsey Boulevard and Sunwood Drive, and the possibility for a signal system exists at the intersection of Sunwood Drive and Bunker Lake Boulevard. None of these signal systems are currently warranted under the standard warranting procedure. Consequently, the cost of maintenance of these traffic signals falls entirely to the City of Ramsey and the City will be billed on a quarterly basis for the maintenance of said signal systems by the County, in accordance with the following:

Maintenance of the completed signals and signal equipment shall be performed by the County at the sole obligation of the City.

The County shall perform and maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals and bill the costs to the City on a quarterly basis for all costs incurred.

Painting of the traffic signals, if standard colors are used, shall be the sole obligation of the City. Timing of the traffic signals shall be determined by the County.

Only the County shall have access to the controller cabinets.

The traffic control signals shall be the property of the County.

The City shall be responsible for maintenance of the luminaries, luminary relamping, and luminary painting.

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 at all locations.

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 Traffic Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.

Malfunctions of the EVP Systems shall be immediately reported to the County.

All timing of said EVP Systems shall be determined by the County.

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 of written notice thereof from the County, the County shall remove the EVP Systems. Upon removal of the EVP Systems 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.

18. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 3rd Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Administrator of Ramsey, 15153 Nowthen Boulevard North West, Ramsey, Minnesota 55303, on behalf of the City.

19. 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.

20. 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.

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

COUNTY OF ANOKA

By: Margaret Langfeld
Margaret Langfeld Chair
County Board of Commissioners

Dated: 5/12/05

CITY OF RAMSEY

By: San H. Linn
Title: Mayor

Dated: 4-26-2005

ATTEST

By: John Jay McLinden
John "Jay" McLinden
County Administrator

Dated: 5/12/05

By: James Shanna
Title: City Administrator
Dated: 4-26-2005

RECOMMENDED FOR APPROVAL

By: Douglas W. Fischer
Douglas W. Fischer, P.E.
County Engineer

Dated: 5/11/05

By: _____
Title: _____
Dated: _____

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant County Attorney

Dated: 5-12-05

By: _____
Title: _____
Dated: _____

Schedule A – Improvements to County Highway

<u>ESTIMATED TOTAL PROJECT</u>	<u>COST</u>	<u>COUNTY SUBTOTALS</u>	<u>COUNTY PARTICIPATION</u>
C.S.A.H. No. 83	\$1,991,400.53	\$1,123,650.00	
COUNTY ROAD 56	\$2,689,002.90	\$1,350,450.00	
C.S.A.H. No. 57	\$ 847,500.00	\$ 678,900.00	
COUNTY ROAD 116	\$3,170,109.15	\$1,228,500.00	
Subtotal Schedule A	\$8,698,012.58		\$4,134,000
Federal funds obtained by the County for BNSF Crossing On Sunfish Lake Blvd. (CSAH 57)			\$ 247,500

Schedule B – Traffic Signals

Ramsey Blvd (C.R.56) at Bunker Lake Blvd. (C.R. 116)	\$ 200,000.00	\$0
Bunker Lake Blvd. (C.R. 116) at "N" Street	\$ 200,000.00	\$0
Armstrong Blvd. (C.S.A.H. 83) at Bunker Lake Blvd (C.R. 116)	\$ 200,000.00	\$100,000
Armstrong Blvd. (C.S.A.H. 83) at Sunwood Drive	\$ 175,000.00	\$0
Bunker Lake Blvd. (C.R. 116) at "A" Street	NOT ALLOWED \$0.	\$0
Bunker Lake Blvd. (C.R. 116) at "B" Street	NOT ALLOWED \$0	\$0
Ramsey Blvd. (C.R. 56) at Sunwood Dr..	\$ 175,000.00	\$0
Sunwood Dr at Industry Ave (C.R. 116)	\$ 175,000.00	\$0
Bunker Lake Blvd. (C.R. 116) at Sunfish Lake Blvd. (C.S.A.H./C.R. 57)	\$ 200,000.00	\$100,000
T.H. 10 at Armstrong Blvd. (C.R. 83)	\$ 250,000.00	\$0
T.H. 10 at Ramsey Blvd. (C.R. 56)	\$ 250,000.00	\$0
T.H. 10 at Sunfish Lake Blvd. (C.S.A.H. 57)	\$ 250,000.00	\$0
	\$2,075,000.00	\$0
OVERHEAD & CONTINGENCY:	\$ 726,250.00	\$0

Subtotal B – Traffic Signals:

\$2,801,250.00

\$200,000

Schedule C – Trunk Storm Sewer Improvements & Outfall to River

Item	Description	Extension	
1.	Jack 60" Casing	\$78,000.00	
2.	Jack 48" RCP	\$126,000.00	
3.	48" Carrier Pipe	\$13,760.00	
4.	42" RC Pipe Sewer Design 3006 CL III	\$21,600.00	
5.	48" RC Pipe Sewer Design 3006 CL III	\$13,760.00	
6.	Jack 42" RCP	\$434,000.00	
7.	42" FES	\$3,200.00	
8.	48" FES	\$15,200.00	
9.	42" Outlet Structure	\$5,000.00	
10.	Skimmer Structure	\$12,000.00	
11.	Pond Liner	\$254,250.00	
12.	Sand Cushion	\$169,200.00	
13.	Storm Manhole	\$3,000.00	
	Subtotal:	\$1,148,970.00	\$0
	OVERHEAD & CONTINGENCY 35%:	\$402,139.50	<u>\$0</u>

Subtotal C – Trunk Storm Sewer Costs: \$1,551,109.50

MAXIMUM TOTAL COUNTY PARTICIPATION: \$4,581,500

**SCHEDULE D
INSURANCE REQUIREMENTS**

Bidders/contractors/consultants shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the bidder/contractor/consultant, their agents, representatives, employees or subcontractors. **ANOKA COUNTY CONTRACT NUMBER:** _____

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:

- 1.1 Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 1.2 Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- 1.3 Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance.
- 1.4 Professional Liability or Errors and Omissions insurance appropriate for the profession. Coverage shall be maintained for at least two years following the completion of work.

2. Minimum Limits of Insurance: Bidder/contractor/consultant shall maintain **NO LESS THAN:**

- 2.1 Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability: \$1,000,000 each occurrence. If Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
- 2.2 Business Automobile Liability and if necessary, Commercial Umbrella Liability: \$1,000,000 each accident for bodily injury and property damage.
- 2.3 Employers Liability: as required by the State of Minnesota
- 2.4 Professional Liability or Errors and Omissions: \$1,000,000 per occurrence.

3. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects Anoka County, agents, officers, directors, and employees; or the bidder/contractor/consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses; or the bidder/contractor/consultant shall provide County-requested financial statements for the

purpose of verifying financial solvency, and acceptance of deductibles or self-insured retention based on this verification.

4. Other Insurance Provisions

- 4.1 The General Liability policy is to contain, or be endorsed to contain, the following provision: **Anoka County, its agents, officers, directors, and employees are to be covered as an additional insured for all liability coverages using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.** This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program. The County's insurance shall be excess of the contractor/consultant's insurance and shall not contribute to it. The contractor/consultant's coverage shall contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
- 4.2 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- 4.3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, or non-renewed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 4.4 The Contractor shall include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor where applicable. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 4.5 Each insurance policy shall include an endorsement that waives any claim or right in the nature of subrogation to recover against the County, its agents, officers, directors, and employees.

5. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of A:VII, unless otherwise acceptable to the County.

6. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and original endorsements effecting coverage required by this clause. ***The certificate attached to this contract should be signed by a person authorized by that insurer to bind coverage on its behalf. A certificate other than the one attached may be used if coverages and endorsements match or exceed the coverages identified on the attached certificate.*** All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.

**SCHEDULE E
INSURANCE REQUIREMENTS**

Bidders/contractors/consultants shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the bidder/contractor/consultant, their agents, representatives, employees or subcontractors. **ANOKA COUNTY CONTRACT NUMBER:** _____.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:

- 1.1 Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal-injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 1.2 Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- 1.3 Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance.
- 1.4 Umbrella Liability insurance.

2. Minimum Limits of Insurance: Bidder/contractor/consultant shall maintain **NO LESS THAN:**

- 2.1 Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability: \$2,000,000 each occurrence. If Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
- 2.2 Business Automobile Liability and if necessary, Commercial Umbrella Liability: \$2,000,000 each accident for bodily injury and property damage.
- 2.3 Employers Liability: \$1,000,000 for bodily injury or disease.
- 2.4 Umbrella Liability: \$1,000,000 each occurrence.

3. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects Anoka County, agents, officers, directors, and employees; or the bidder/contractor/consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses; or the bidder/contractor/consultant

shall provide County-requested financial statements for the purpose of verifying financial solvency, and acceptance of deductibles or self-insured retention based on this verification.

4. Other Insurance Provisions

- 4.1 The General Liability policy is to contain, or be endorsed to contain, the following provision: **Anoka County, its agents, officers, directors, and employees are to be covered as an additional insured for all liability coverages using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.** This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program. The County's insurance shall be excess of the contractor/consultant's insurance and shall not contribute to it. The contractor/consultant's coverage shall contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
- 4.2 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- 4.3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, or non-renewed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 4.4 The Contractor shall include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor where applicable. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 4.5 Each insurance policy shall include an endorsement that waives any claim or right in the nature of subrogation to recover against the County, its agents, officers, directors, and employees.

5. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of A:VII, unless otherwise acceptable to the County.

6. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and original endorsements effecting coverage required by this clause. ***The certificate attached to this contract should be signed by a person authorized by that insurer to bind coverage on its behalf. A certificate other than the one attached may be used if coverages and endorsements match or exceed the coverages identified on the attached certificate.*** All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.

**AMENDMENT NO. 1
TO JOINT POWERS AGREEMENT
BETWEEN ANOKA COUNTY AND THE CITY OF RAMSEY
FOR THE PUBLIC WORKS IMPROVEMENTS
RELATED TO THE RAMSEY TOWN CENTER DEVELOPMENT
RAMSEY, MINNESOTA**

THIS AMENDMENT is made this _____ day of February, 2009, the date of the signature of the parties notwithstanding, 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 the "County," and the City of Ramsey, 15153 Nowthen Boulevard, Ramsey, Minnesota 55303, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the County wishes to amend its Joint Powers Agreement with the City for public works improvements related to the Ramsey Town Center Development, Ramsey, Minnesota dated May 12, 2005; and

WHEREAS, Paragraph 20 ENTIRE AGREEMENT REQUIREMENT OF A WRITING of said Agreement provides that 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.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated or contained in the Agreement, the parties do hereby agree as follows:

1. The parties agree to delete Section 5, B. in its entirety and replace it with the following:

1. The County and City agree that a grade separated interchange should be designed for the intersection of Trunk Highway 10 and Armstrong Boulevard. The County shall issue a request for proposals and contract for the preliminary design and environmental documentation for the grade separation. The County and City shall each pay 50% of the cost for the preliminary design and environmental documentation. Upon award of the contract for said work, the City shall pay to the County one-half of the cost of the contracted amount. Upon completion of the work the City shall pay the County one-half of any increase in the contract amount. If the actual contract price is less the contracted amount

the County shall reimburse the City one-half of the difference between the contracted amount and the actual contract price. Both the County and City agree to pursue all other funding sources to assist with the payment for the interchange project.

2. Only one access point to Armstrong Boulevard shall be allowed between Trunk Highway 10 and Bunker Lake Boulevard.
3. Full traffic actuated signal systems will be installed at the intersections of Bunker Lake Boulevard and Armstrong Boulevard, and at the intersection of West Ramsey Parkway. A grade separated crossing shall be constructed at the intersection of Armstrong Boulevard and Sunwood Drive. All signals on Bunker Lake Boulevard shall be interconnected with an interconnect system compatible with other County interconnects.

2. The parties agree to amend Paragraph 5.D. by adding the following:

The City shall provide the construction inspection with its own personnel. The City shall reimburse the County for all construction survey work and construction administration related to the project. Anoka County contract number 2007-0604 is a joint powers agreement between the City and County relating to the turnback of County Road 63. That joint powers agreement contemplates that the County will make a payment to the City in the amount of \$425,000.00. In lieu of making the payment under contract number 2007-0604, the County shall deduct said amount from the amount the City is required to reimburse the County under this agreement.

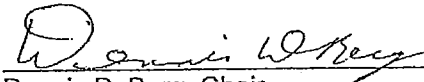
3. This Amendment is hereby made a part of and shall be amended to the Agreement of the parties.


4. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment on the dates written below.

COUNTY OF ANOKA

CITY OF RAMSEY

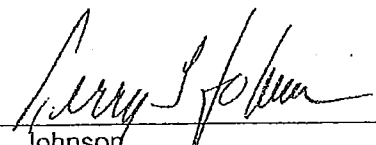
By: 
Dennis D. Berg, Chair
Board of Commissioners

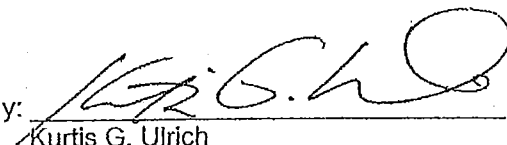
By: 
Bob Ramsey
Mayor

Dated: 4/7/09

Dated: 4-1-09

ATTEST

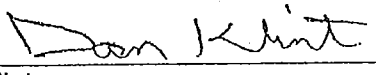
By: 
Terry L. Johnson
County Administrator

By: 
Kurtis G. Ulrich
City Administrator

Dated: 4/7/09

Dated: 4/1/09

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 4-8-09

AMENDMENT NO. 2
TO JOINT POWERS AGREEMENT
BETWEEN ANOKA COUNTY AND THE CITY OF RAMSEY
FOR THE PUBLIC WORKS IMPROVEMENTS
RELATED TO THE RAMSEY TOWN CENTER DEVELOPMENT
RAMSEY, MINNESOTA

THIS AMENDMENT is made this _____ day of February, 2012, the date of the signature of the parties notwithstanding, 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 the "County," and the City of Ramsey, 15153 Nowthen Boulevard, Ramsey, Minnesota 55303, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the County wishes to amend its Joint Powers Agreement with the City for public works improvements related to the Ramsey Town Center (RTC) Development, Ramsey, Minnesota dated May 12, 2005; and

WHEREAS, Paragraph 20 ENTIRE AGREEMENT REQUIREMENT OF A WRITING of said Agreement provides that 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.

WHEREAS, the City has made improvements to the transportation system in and around the RTC (Currently referred to as "The COR"), that greatly improve the movement of traffic in the COR and on surrounding Streets and Highways and rail related safety improvements.

Whereas, the County has worked to improve the overall transportation system throughout Anoka County and wishes to participate in these additional system wide improvements.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated or contained in the Agreement, the parties do hereby agree as follows:

1. The parties agree to add to Section 9. DISBURSEMENT OF FUNDS the following:

The County and City agree that the County shall pay to the City an additional Sum of \$1,700,000 as a lump sum payment to be used by the City for additional transportation improvements in the area of the RTC (COR). Said payment to be made after this amendment is fully executed and within 30 days of the County receiving an invoice from the City for that amount.

2. This Amendment is hereby made a part of and shall be amended to the Agreement of the parties.

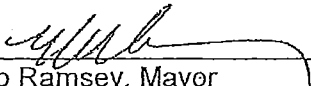
-
3. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment on the dates written below.

COUNTY OF ANOKA

CITY OF RAMSEY

By: 
Rhonda Sivarajah, Chair
Board of Commissioners


By: 
Bob Ramsey, Mayor

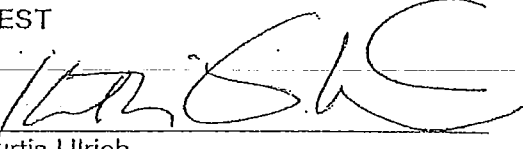
Dated: 3-20-12

Dated: 3/8/12

ATTEST

ATTEST

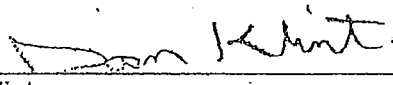
By: 
Jerry Soma
County Administrator

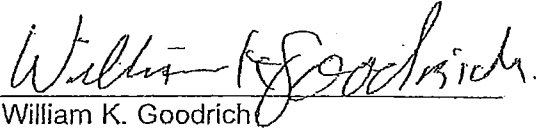
By: 
Kurtis Ulrich
City Administrator

Dated: 3-20-12

Dated: 3/8/12

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

By: 
William K. Goodrich
City of Ramsey City Attorney

Dated: 3-21-12

Dated: 3/8/12