

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAYS 56 AND 57
IN THE CITY OF RAMSEY, MN
(002-656-001,002-657-003, S.P. 199-113-003, S.P. 199-115-006)**

THIS AGREEMENT is made by the parties on the last date executed below, 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 Dr NW, Ramsey, MN 55303, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to construct grade separation improvements on CSAH 56 (Ramsey Blvd) and CSAH 57 (Sunfish Lake Blvd) at the BNSF railway and US Highway 10 crossings; and,

WHEREAS, said parties mutually agree that the intersections of CSAH 56 and CSAH 57 at the BNSF and US HWY 10 crossings are in need of grade separation for public safety; and,

WHEREAS, the County has prepared preliminary design plans for the grade separation project on CSAH 56 and CSAH 57 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 CSAH 56 and CSAH 57; and,

WHEREAS, the parties agree that it is in their best interests that the cost 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 roadway, drainage, trail, and bridges as well as other utilities on CSAH 56 (Ramsey Blvd) and CSAH 57 (Sunfish Lake Blvd); as described in Exhibit A (collectively "the Project") as identified by the County and City project numbers above. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of the Project, is in the best interest of the traveling public and that the Approved Layout as shown in Exhibit A defines the the Project.

It is agreed that the Exhibit A Layout has been reviewed and accepted by the parties for construction. .

II. METHOD

The County shall cause the construction of the Project according to the terms herein.

IMPROVEMENTS:

It is agreed by the parties that in 2023-2026, CSAH 56 and CSAH 57 will be constructed into grade separated intersections spanning the BNSF Railway and US Highway 10 to the extent shown in Exhibit A.

INTERSECTIONS:

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

CSAH 56/ Riverdale Dr NW: Roundabout controlled intersection
CSAH 56/ Proposed Frontage Rd: Roundabout controlled intersection
CSAH 56/ 143rd Ave NW Right-In Right- Out

CSAH 57/ Riverdale Dr NW: Full access
CSAH 57/Proposed Frontage Rd: Roundabout controlled intersection
CSAH 57/McKinley St NW: Full access intersection

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way, easements, and other property rights for the Project. The parties acknowledge that the County is subject to a separate JPA with MnDOT for oversight and approval of the state on all acquisitions of right-of-way. The parties agree that the cost of the ROW shall be covered utilizing awarded project funds. Any City owned property or easements required for the construction will be conveyed to the County at no cost, excluding RALF acquired properties in which RALF funds must be repaid to the Metropolitan Council. After the project, certain right of way and other property interests will be turned up to MnDOT. The parties anticipate there will be various right-of-way parcels not requested by MnDOT, that were acquired by Anoka County with state funds for the Project. Right of Way that is not needed by MnDOT or the County for the Project shall be conveyed at no cost to the City for future non-roadway use, green space, development or sale. All dispositions of surplus land or right of way not required for the Project, are subject to restrictive covenants to secure the land for later reimbursement of state highway funds, as addressed in the Declaration provision below. The County will record the Declaration on the surplus land/parcels prior to the conveyance to the City.

REQUIREMENT OF DECLARATION (RESTRICTIVE COVENANT):

As for the lands the State does not require be turned up after the Project, and to ensure state reimbursement for the purchase of those lands, the County and City agree to establish certain restrictions of record with respect to the future sale and use of the properties not needed for infrastructure and construction of the Project. Those restrictions shall run with and encumber the land as more fully set forth in the Declaration designated by the State to be used for this Project. The parties are aware that after the Project is complete, some of the surplus land and right of way not needed for the Project shall be conveyed by the County to the City of Ramsey, to be made available for future use or development by the City. Such transfers between County and City are specifically permitted by the State and are not

considered to trigger the sale/use restrictions in the Declaration. However, any subsequent sale, transfer or conveyance of the properties by the City shall be subject to the restrictions set forth in the Declaration. The County and City shall cooperate in consenting and signing the necessary Declarations and recording same on the required properties. The County and City further agree to comply with all terms, conditions, and restrictions set forth in the Declarations required by the state, which result from the use of state funding for the acquisition of right of way necessary for the Project.

DRAINAGE:

The City's percentage of the cost of the storm sewer system, including the detention basins and their outlet structures is included as part of the City's lump sum contribution to the cost of the project.

BITUMINOUS TRAIL:

The City's lump sum contribution to the total project costs covers the City's portion of the trail construction cost. The parties agree that the City will be responsible for all future maintenance of the trails constructed for this Project.

TRAFFIC CONTROL:

The parties understand and agree that portions of CSAH 56 and CSAH 57 will be closed to thru traffic during construction, and access for local traffic will be maintained during construction through detours and temporary access points. The parties agree and understand the cost share for traffic control for the city shall be included in the City's lump sum contribution.

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) in the Project will be reconstructed in kind at 100% project cost.

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. Future maintenance of any landscaping/streetscaping will be the sole responsibility of the City. Eligible improvements allowed by MnDOT will be included in the City's lump sum contribution.

RETAINING WALLS & NOISE WALLS:

The parties agree that if the City wishes to include aesthetic treatment to any retaining walls or noise walls, any construction costs above standard cost will be an additional expense charged to the City.

UTILITIES:

The City will pay for their utility project costs. The parties agree and understand the cost share for utility adjustments and installations shall be included in the City's lump sum contribution.

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 Lower Rum River Water 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 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 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. At the onset of this project both Anoka County and the City of Ramsey each committed a sum of \$4,000,000 for the delivery of this project. As such this JPA is in agreement with that commitment and reflects a \$4,000,000 lump sum amount to cover the City's contribution to the project. Anoka County will contribute \$5,500,000 to the project.

The estimated construction cost of the total project is **\$102,050,000**

The City's share of this project is set as a lump sum amount of: **\$4,000,000.00**

Upon award of the contract, the City shall pay to the County, \$4,000,000 in total over the length of the construction project. The first payment will be required at the time of award for the widening project. This payment will be \$1,500,000. The remaining share will be paid as follows \$1,000,000 March 1st, 2024 and \$1,500,000 March 1st, 2025. The City's lump sum contribution will cover the city's share of the cost of the project shall include design, ROW, construction and construction engineering expenses.

The County agrees to submit to the City for review all final quantities and costs within one year of project substantial completion.

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 and survive termination of this Agreement.

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 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, except for ponds maintained by MnDOT. In this case MnDOT will determine maintenance obligations in a separate agreement.
- B. Maintenance of the bituminous trails on CSAH 56 and CSAH 57 shall be the responsibility of the City. The City shall be responsible for general routine maintenance, such as sweeping, clearing, plowing, trash removal and other incidental items. The City shall be responsible for long-term maintenance, such as bituminous overlays, crack sealing and replacement.
- C. Maintenance of crosswalk pavement markings shall be the responsibility of the City. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all city streets.
- D. 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.
- E. The City shall be responsible for the maintenance and up-keep of the center islands located within the roundabout(s).

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 Dr NW, Ramsey, MN 55303, on behalf of the City.

XI. INDEMNIFICATION

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.

(Signature page follows)

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: _____
Mark E. Kuzma
Mayor

Dated: _____

Dated: _____

By: _____
Brian Hagen
City Administrator

Dated: _____

RECOMMENDED FOR APPROVAL:

By: _____
Joseph J. MacPherson, P.E.
Transportation Division Manager

By: _____
Bruce R. Westby, P.E.
City Engineer/Public Works Director

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine V. Carney
Assistant County Attorney

By: _____
Frederic Knaak
City Attorney

EXHIBIT "A"

Layout

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%, Unless existing trail not placed at edge of R/W	0%
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.