

**JOINT POWERS AGREEMENT  
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 116 (BUNKER LAKE  
BOULEVARD)  
FROM GERMANIUM TO BASALT STREETS IN THE CITIES OF RAMSEY AND ANOKA  
(S.P. 02-716-11)**

This Agreement is made and entered into this 16 day of Aug 2010, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City of Anoka, 2015 First Avenue North, Anoka, Minnesota, 55303 hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties of this agreement consider it mutually desirable to reconstruct the roadway, drainage, and construct a new traffic control system on a portion of County State Aid Highway 57 and CSAH 116 from Germanium to Basalt Street.

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for this project, which has been designated as Anoka County Highway Project No. S.P. 02-716-11 which plans and specifications are on file in the office of the County Engineer; and,

WHEREAS, the parties agree that the County shall cause the construction of the Project; and

WHEREAS, the parties agree that it is in their best interest that the cost of the Project be shared; and,

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

**I. PURPOSE AND UNDERSTANDING**

The parties have joined together for the purpose of reconstructing the roadway, drainage, and traffic control system on a portion of County State Aid Highway 57 (Sunfish Lake Blvd.) and CSAH 116 (Bunker Lake Blvd.); as described in the plans and specifications numbered Anoka County Project S.P. 02-716-11 on file in the office of the Anoka County Highway Department (hereinafter collectively referred to as "Project"). As part of the approval of the Project, the City and County have reached an agreement with regards to other matters which are described below:

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of County State Aid Project No. 02-716-11 collectively referred to as the "Project" is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated October 27, 2009 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.

#### IMPROVEMENTS:

It is agreed by the parties that in 2011 CSAH 116 will be reconstructed to a 4-lane section with concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: traffic signals, right and left turn lanes, thru lanes, curb & gutter, storm sewer with associated ponding, bituminous trail and potential noisewalls upon the findings of the noise study.

#### INTERSECTIONS:

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

CSAH 116 / Magnesium Street NW: Full Access.

#### RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street intersections beyond what is defined in the Exhibit "A" Layout will be the responsibility of the City. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to 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.

#### DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, including the detention basins and their outlet structures, pending the availability of Federal funding. 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. The parties understand and agree that the maintenance of the completed storm sewer system (excluding catch basins and catch basin leads), detention basins, and their outlet structures shall be the sole responsibility of the City.

#### TRAFFIC CONTROL:

The parties understand and agree that CSAH 116 from Tungsten to Magnesium streets will be closed to through traffic during construction for a period of time, but will always be open to residences and businesses located in the closure who have no alternative route to their property. This closure will be minimized based on the construction of this segment of CSAH 116 due to deep muck excavation and potential surcharge (to be determined during the design process). The parties agree and understand the cost share for traffic control, pending Federal funding shall be a prorated share based on the project cost divided by the total project cost. It is understood that Anoka County will use best management practices to limit the amount of time that this segment of roadway is closed.

#### DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) by the Project will be reconstructed in kind with the cost of any upgrades requested by the City, including concrete aprons, to be the responsibility of the City.

#### LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project, they shall be designed in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City's design of the landscaping/streetscape is to include the signed plan sheets, specifications, estimated quantities and costs. The total cost of the design as well as the construction cost above standard median cost will be at the expense of the City. All construction documents must be submitted to the County by October 31, 2010.

#### UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations. The City will be responsible for the design of any sanitary sewer and water main improvements, which will be incorporated into the project bid documents. The cost of the design and construction of these features will be the responsibility of the City. The City's design of the sanitary sewer and water main utilities are to include the signed plan sheets, specifications, estimated quantities and costs. All construction documents must be submitted to the County by October 31, 2010.

#### 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 District.

## **II. METHOD:**

The County shall provide all engineering services and shall cause the construction of the Project in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

## **III. COSTS:**

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projections of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

B. The estimated construction cost of the project (including County furnished materials) is \$6,027,162. Federal funds available for the Project are capped at \$3,680,800.00 The federal funds shall be split based on the ratio of eligible cost incurred by each party to the total eligible project cost.

Eligible costs are the costs of items that can participate in federal funding as shown on Exhibit A. Participation in the construction cost is as follows, based on standard Anoka County cost share:

1. The City shall pay their share of mobilization and equipment field office as determined using the Engineer's Estimate. The estimated City cost of these items is \$1,536.
2. The City shall pay their share of the drainage costs. The estimated City cost of this item is \$7,688. (using an estimated percentage of 1%). Final percentage is based on State Aid drainage letter.
3. The City shall pay their share of the cost of concrete curb installed on the project. The estimated cost to the City is \$22,176.
4. The City shall pay a portion of traffic control. The City's share of the traffic control is \$192.

**The total estimated cost to the City for the project is summarized below:**

1	Mobilization, Field Office	<b>\$1,536</b>
2	Drainage	<b>\$7,688</b>
3	Concrete curb	<b>\$22,176</b>
4	Traffic Control	<b>\$192</b>
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	Total Estimated Share of Construction Cost To The City	<b>\$31,592</b>
	Estimated Federal Funds available to the City	<b>\$13,782</b>
	Total Cost less Federal Funds	<b>\$17,810</b>
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The total **estimated** construction cost to the City (less Federal Funds) for the project is **\$17,810** as shown on the attached Exhibit B. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated share of **\$31,592**. The estimated cost to the City for construction engineering is **\$2,527**. The grand total estimated cost to the City for the project is **\$20,337**.

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 **\$19,320**. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include administrative expenses incurred by the County.

Upon 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. The County will bill the 95% based on actual numbers received from low bidder.

#### **IV. TERM**

This Agreement shall continue until terminated as provided hereinafter.

## **V. DISBURSEMENT OF FUNDS**

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

## **VI. CONTRACTS AND PURCHASES**

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

## **VII. STRICT ACCOUNTABILITY**

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

## **VIII. TERMINATION**

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods, which occurred prior to such notice of termination. The City shall pay its pro rata share of costs, which the County incurred prior to such notice of termination.

## **IX. MAINTENANCE**

- A. Maintenance of the completed watermain, sanitary sewer, storm sewer, detention basins (including ponds and their outlet structures) shall be the sole obligation of the City.
- B. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.
- C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

## **X. NOTICE**

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Administrator of Anoka, 2015 First Avenue North, Anoka, Minnesota, 55303

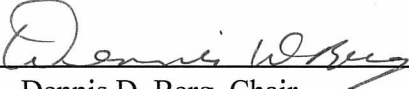
## **XI. INDEMNIFICATION**

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

**XII. ENTIRE AGREEMENT REQUIREMENT OF WRITING**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

COUNTY OF ANOKA

By:   
Dennis D. Berg, Chair  
Board of Commissioners

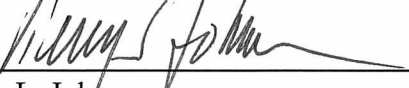
Dated: 10/20/10

CITY OF ANOKA

By:   
Phil Rice  
Mayor

Dated: 8-16-2010

ATTEST:


By:   
Terry L. Johnson  
Anoka County Administrator

Dated: 10/20/10

By:   
Tim Cruikshank  
City Manager

Dated: 8-16-2010

RECOMMENDED FOR APPROVAL:


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

Dated: 10/12/10


By:   
Greg Lee, P.E.  
Public Services Director/City Engineer

Dated: 8/4/10

APPROVED AS TO FORM:

By:   
Dan Klint  
Assistant Anoka County Attorney

Dated: 10/21/10

By:   
Scott Baumgartner  
City Attorney

Dated: 8/23/10