

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF CSAH 54 (FREEWAY DRIVE WEST)
FROM 3500 FEET NORTH OF 147TH AVE. NE TO CSAH 23 (LAKE DRIVE NE)
IN THE CITY OF COLUMBUS, MN
(SAP 002-654-003, CP 2017-7)**

THIS AGREEMENT is made and entered into this 27th day of March, 2019 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 Columbus, 16319 Kettle River Blvd. NE, Columbus, MN 55025, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to relocate the CSAH 54 (Freeway Drive West) and CSAH 23 (Lake Drive NE) intersection approximately 600 feet west of the existing intersection and realign CSAH 54 from a point 3,500 feet north of 147th Avenue to CSAH 23; and,

WHEREAS, said parties mutually agree that CSAH 54 needs to be relocated; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of CSAH 54 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 54 and,

WHEREAS, the parties agree that it is in their best interest 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 CSAH 54 from 3,500 feet north of 147th Ave. NE to CSAH 23 as described in the preliminary design plans. The County project number is SAP 002-654-003 and the City project number is CP 2017-7. 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 SAP 002-654-003 / CP 2017-7, 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 03, 2018 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 002-654-003, City project number 2017-7, in conformance with proposed engineering plans and specifications.

IMPROVEMENTS

Improvements include but are not limited to: roadway realignment, storm sewer and associated ponding, turn lanes, shoulders, and concrete curb & gutter. The costs of these improvements have been estimated for this agreement and will be finalized after bids have been received. These costs will be shared by the County and the City.

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 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. The County will work with the City to facilitate any land transfer necessary to complete the project.

DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system. The City portion of the cost is based on contributing flow through the storm sewer system determined by the product of contributing area and runoff coefficient.

TRAFFIC CONTROL:

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.

The parties agree that 147th Avenue NE may be used as a detour while the connection of the new CSAH 54 alignment to existing CSAH 54 is constructed.

DRIVEWAYS:

The parties agree that all driveways affected by the Project will be reconstructed in kind at 100% project cost with the cost of any upgrades requested by the City, including concrete aprons, to be the sole 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 shall supply the signed plan sheets and specifications for the proposed landscape/streetscape. The total cost of the design as well as the construction cost above standard cost will be at the expense of the City. All construction documents must be submitted to the County by November 1, 2018. Maintenance of any landscaping/streetscaping will be the sole responsibility of the City.

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 and/or relocations due to road reconstruction, which will be incorporated into the project bid documents. The cost of the design, construction, and inspection of these features shall be the responsibility of the City. The City's design of the sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities and cost. All construction documents must be submitted to the County by November 1, 2018.

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 any permits required by the Rice Creek Watershed District, 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.

The estimated construction cost of the project is \$1,475,126.18. Local Road Improvement Program (LRIP) funds have been allocated for this project. The LRIP funds will be shared proportionally by the City and County. The proportion will be prorated based on the party's project cost divided by the total project cost. The LRIP funds available for the CSAH 23 roundabout project, the CSAH 54 relocation project and the Hornsby Street relocation project are capped at \$9,000,000.

The total estimated construction cost to the City is \$335,530.18. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$335,530.18. The estimated cost to the City for construction engineering is \$26,842.41. In summary, the total City share of this project is \$362,372.59 (includes construction and construction engineering costs) prior to the application of LRIP funds available.

Upon award of the contract, the estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate will be provided to the City after the contract award. 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.

All costs associated with any changes requested by the City, which are not eligible for LRIP

funds or no additional LRIP funds are available, shall be the responsibility of the City.

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 shall be made upon request by either party. Prior to City payment to the County, the County shall provide the City a copy of all cost participation documents submitted to MnDOT State Aid.

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 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.

X. MAINTENANCE

- A. Maintenance of any watermain and sanitary sewer and the completed 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.

XI. 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 the City of Columbus, 16319 Kettle River Blvd. NE, Columbus, MN 55025.

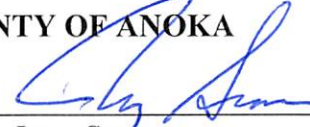
XII. INDEMNIFICATION

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


XIII. 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.

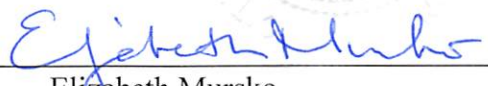
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA
By: 
Jerry Soma
County Administrator


Dated: 5-15-19

CITY OF COLUMBUS
By: 
Jesse H. Preiner
Mayor

Dated: 04.10.19

By: 
Elizabeth Mursko
City Administrator

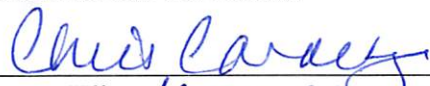
Dated: 04.10.19

RECOMMENDED FOR APPROVAL
By: 
Douglas W. Fischer, P.E.
County Engineer

Dated: 5/14/19

By: 
Bill Griffith
City Attorney

Dated: 4/10/19

APPROVED AS TO FORM
By: 
Dan Klint / **CHRIS CARNEY**
Assistant County Attorney

Dated: 5-17-19

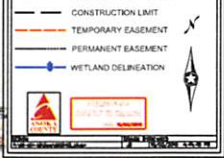
SAP 002-654-003
CSAH 54 REALIGNMENT AT CSAH 23

EXHIBIT "A"
OCTOBER 03, 2018



PRELIMINARY DESIGN LAYOUT
SAP 002-654-003 (CSAH 54)

- PROPOSED ROADWAY
- PROPOSED CURB & MEDIAN
- PROPOSED SHOULDER
- REMOVED PAVEMENT
- POND
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- CONSTRUCTION LIMIT
- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- WETLAND DELINEATION



**ENGINEER'S ESTIMATE
SAP 002-654-003 & CP 2017-7**

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL PROJECT QUANTITIES ESTIMATED	ESTIMATE		PARTICIPATING LOCAL ROAD IMPROVEMENT PROGRAM FUNDS					
						ANOKA COUNTY 002-654-003 ROADWAY ESTIMATED QUANTITIES	ANOKA COUNTY 002-654-003 COST	CITY OF COLUMBUS 2017-7 ROADWAY ESTIMATED QUANTITIES	CITY OF COLUMBUS 2017-7 COST	DRAINAGE ESTIMATED QUANTITIES	DRAINAGE COST
				UNIT COST	TOTAL						
2021.501	MOBILIZATION	LUMP SUM	1	\$100,000.00	\$100,000.00	0.690	\$69,000.00	0.118	\$11,800.00	0.192	\$19,200.00
2031.502	FIELD OFFICE TYPE D	EACH	1	\$10,000.00	\$10,000.00	0.690	\$6,900.00	0.118	\$1,180.00	0.192	\$1,920.00
2101.505	CLEARING	ACRE	2.80	\$3,000.00	\$8,400.00	3	\$8,400.00				
2101.505	GRUBBING	ACRE	2.80	\$3,000.00	\$8,400.00	3	\$8,400.00				
2101.524	CLEARING	TREE	11	\$100.00	\$1,100.00	11	\$1,100.00				
2101.524	GRUBBING	TREE	10	\$60.00	\$600.00	10	\$600.00				
2104.502	REMOVE SIGN TYPE C	EACH	18	\$35.00	\$630.00	18	\$630.00				
2104.503	REMOVE PIPE CULVERTS	LIN FT	138	\$10.00	\$1,380.00	80	\$800.00	58	\$580.00		
2104.503	REMOVE CHAIN LINK FENCE	LIN FT	271	\$9.00	\$2,439.00	271	\$2,439.00				
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	248	\$3.00	\$744.00	248	\$744.00				
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	4133	\$1.75	\$7,232.75	4133	\$7,232.75				
2105.507	COMMON EXCAVATION (P)	CU YD	8311	\$10.00	\$83,110.00	6417	\$64,170.00	1894	\$18,940.00		
2105.507	MUCK EXCAVATION	CU YD	1879	\$10.00	\$18,790.00	1879	\$18,790.00				
2105.507	SUBGRADE EXCAVATION (P)	CU YD	1996	\$8.00	\$15,968.00	1073	\$8,584.00	923	\$7,384.00		
2105.507	CHANNEL AND POND EXCAVATION	CU YD	4386	\$10.00	\$43,860.00	4386	\$43,860.00				
2105.507	GRANULAR BORROW (LV)	CU YD	14441	\$8.00	\$115,528.00	12555	\$100,440.00	1886	\$15,088.00		
2105.507	SELECT GRANULAR BORROW (LV)	CU YD	8832	\$12.00	\$105,984.00	6350	\$76,200.00	2482	\$29,784.00		
2105.601	DEWATERING	LUMP SUM	1	\$20,000.00	\$20,000.00	1	\$20,000.00				
2105.607	EXCAVATION SPECIAL	CU YD	992	\$22.00	\$21,824.00	992	\$21,824.00				
2123.510	DOZER	HOUR	20	\$150.00	\$3,000.00	20	\$3,000.00				
2130.523	WATER	M GALLON	130	\$30.00	\$3,900.00	130	\$3,900.00				
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	2368	\$25.00	\$59,200.00	1867	\$46,675.00	501	\$12,525.00		
2211.509	AGGREGATE BASE CLASS 5	TON	28	\$30.00	\$840.00	28	\$840.00				
2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5	CU YD	46	\$60.00	\$2,760.00	26	\$1,560.00	20	\$1,200.00		
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	28	\$2.00	\$56.00	28	\$56.00				
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	1115	\$3.00	\$3,345.00	1025	\$3,075.00	90	\$270.00		
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	14	\$100.00	\$1,400.00	14	\$1,400.00				
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	1178	\$70.00	\$82,460.00	1178	\$82,460.00				
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	2770	\$78.00	\$216,060.00	2356	\$183,768.00	414	\$32,292.00		
2451.507	FINE FILTER AGGREGATE (LV)	CU YD	107	\$46.00	\$4,922.00	86	\$3,956.00	21	\$966.00		
2451.507	COARSE AGGREGATE BEDDING (CV)	CU YD	19	\$47.00	\$893.00	19	\$893.00				
2501.502	15" RC PIPE APRON	EACH	3	\$600.00	\$1,800.00					3	\$1,800.00
2501.502	18" RC PIPE APRON	EACH	2	\$700.00	\$1,400.00					2	\$1,400.00
2501.502	21" RC PIPE APRON	EACH	2	\$800.00	\$1,600.00					2	\$1,600.00
2501.502	24" RC PIPE APRON	EACH	3	\$900.00	\$2,700.00					3	\$2,700.00
2501.502	44" SPAN RC PIPE-ARCH APRON	EACH	2	\$1,600.00	\$3,200.00					2	\$3,200.00
2501.502	18" GS SAFETY APRON & GRATE DESIGN 3148	EACH	2	\$950.00	\$1,900.00					2	\$1,900.00
2501.503	18" CS PIPE CULVERT	LIN FT	35	\$35.00	\$1,225.00					35	\$1,225.00
2501.503	44" SPAN RC PIPE-ARCH CULVERT CLASS IIIA	LIN FT	98	\$180.00	\$17,640.00					98	\$17,640.00
2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	1	\$500.00	\$500.00					1	\$500.00
2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	1	\$600.00	\$600.00					1	\$600.00
2501.602	REMOVE BULKHEAD	EACH	1	\$150.00	\$150.00					1	\$150.00
2502.502	4" PRECAST CONCRETE HEADWALL	EACH	2	\$400.00	\$800.00			2	\$800.00		
2502.503	4" PERF TP PIPE DRAIN (MOD)	LIN FT	2321	\$8.00	\$18,568.00	1861	\$14,888.00	460	\$3,680.00		
2503.503	15" RC PIPE SEWER CLASS V	LIN FT	1497	\$40.00	\$59,880.00					1497	\$59,880.00
2503.503	18" RC PIPE SEWER CLASS III	LIN FT	353	\$45.00	\$15,885.00					353	\$15,885.00
2503.503	21" RC PIPE SEWER CLASS III	LIN FT	234	\$50.00	\$11,700.00					234	\$11,700.00
2503.503	24" RC PIPE SEWER CLASS III	LIN FT	297	\$55.00	\$16,335.00					297	\$16,335.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$600.00	\$600.00					1	\$600.00
2504.602	ADJUST GATE VALVE AND BOX	EACH	2	\$350.00	\$700.00	2	\$700.00				
2506.502	CASTING ASSEMBLY	EACH	40	\$650.00	\$26,000.00					40	\$26,000.00
2506.502	ADJUST FRAME & RING CASTING	EACH	2	\$610.00	\$1,220.00			2	\$1,220.00		
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	39	\$350.00	\$13,510.00					39	\$13,510.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	110	\$550.00	\$60,550.00					110	\$60,550.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	LIN FT	12	\$650.00	\$8,060.00					12	\$8,060.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	LIN FT	12	\$1,100.00	\$13,640.00					12	\$13,640.00
2511.504	GEOTEXTILE FILTER TYPE 3	SQ YD	196	\$2.00	\$391.60	196	\$391.60				
2511.507	RANDOM RIPRAP CLASS II	CU YD	85	\$100.00	\$8,450.00	72	\$7,200.00	13	\$1,250.00		
2521.518	4" CONCRETE WALK	SQ FT	7152	\$5.00	\$35,760.00	7152	\$35,760.00				
2521.518	6" CONCRETE WALK	SQ FT	97	\$7.00	\$679.00	97	\$679.00				
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	3084	\$18.00	\$55,512.00	1542	\$27,756.00	1542	\$27,756.00		
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	242	\$20.00	\$4,839.13			242	\$4,839.13		

EXHIBIT "C"
COST-SHARING AGREEMENT
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 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 RW	
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 the right-of-way 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.