

May 2008

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 18
(CROSTOWN BOULEVARD) BETWEEN JOHNSON ST. NE
AND SODERVILLE DRIVE NE INCLUDING THE INTERSECTION AT TH 65,
IN THE CITY OF HAM LAKE, MINNESOTA
(SAP 02-618-25)**

This Agreement is made and entered into this _____ day of _____ 2008, 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 Ham Lake, 15544 Central Avenue NE, Ham Lake, Minnesota 55304, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the intersection of County State Aid Highway 18 (Crosstown Boulevard NE) and TH 65 has met warrants for a full traffic actuated traffic control signal; and,

WHEREAS, the parties of this agreement consider it mutually desirable to reconstruct the roadway, drainage, and traffic control system on a portion of County State Aid Highway 18 (Crosstown Boulevard NE) between Johnson St. NE on the west and Soderville Dr. on the east, including the intersection at TH 65("Project"); and,

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. 02-618-25 which plans and specifications which 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 18 (Crosstown Boulevard NE) and TH 65; as described in the plans and specifications numbered Anoka County Project S.P. 02-618-25 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:

A. IMPROVEMENTS:

It is agreed by the parties that beginning in 2009 CSAH 18 will be reconstructed to a 2-lane divided roadway with concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: traffic signal, right and left turn lanes, thru lanes, curb & gutter, storm sewer with detention basins, and bituminous trail. The costs of these improvements will be determined at the time of construction and are expected to be shared by the County and the City.

B. INTERSECTIONS:

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

1. Crosstown Boulevard / Johnson Street NE: Full Access (Temporary)
2. Crosstown Boulevard / Trunk Highway 65: Full Access
3. Crosstown Boulevard / Central Ave NE: North Access Closed
4. Crosstown Boulevard / Baltimore St. NE: South Access Right In / Right Out, North Access Closed
5. Crosstown Boulevard / Chisholm Street NE: Full Access (Temporary)

Crosstown Boulevard/Johnson St. NE Intersection:

The parties understand and agree that the Exhibit "A" Layout reflects the location of the future extension of Johnson St. north of the existing intersection at CSAH 18. This roadway is scheduled for construction by the City in 2009. The parties understand and agree that this full access intersection at Johnson Street is temporary and will be converted to a right in / right out intersection in the future when CSAH 18 is expanded to a 4 lane divided roadway. Future improvements at this location may include grade separation, but the timing is unknown. Those improvements are not included in the MnDOT 20-year capital improvement plan or the county 5-year highway improvement plan. The parties understand that the City is planning for this with a future project to construct a full access intersection 800 feet west of the existing Johnson Street intersection.

At the request of the City, the westerly limits of the Project were extended to facilitate the construction of a concrete median for the eastbound CSAH 18 left turn to the future Johnson Street extension. The parties understand and agree that all costs involved with this additional construction shall be paid for by the City, including grading, aggregate base, concrete curb and gutter, concrete median, bituminous paving, and storm sewer.

At the request of the City, the County has agreed to include in this Project a right turn lane for westbound CSAH 18 to accommodate the future Johnson St. extension north of CSAH 18.

Crosstown Boulevard/Chisholm St. NE Intersection:

The parties understand and agree that the Exhibit "A" Layout reflects the location of the future extension of Chisholm St. south of the existing intersection at CSAH 18. The parties understand and agree that this full access intersection at Chisholm Street is temporary and will be converted to a right in / right out intersection in the future when Crosstown Boulevard is converted to a 4 lane divided roadway east of this project. Future improvements at this location may include grade separation, but the timing is unknown. Those improvements are not included in the MnDOT 20-year capital improvement plan or the county 5-year highway improvement plan. The parties understand that the City has planned for a future full access intersection 300 ft east of the Chisholm Street Intersection, along the west property line of Soderville Park.

At the request of the City, the County has agreed to include in this project widening the proposed 8' shoulder to 14' to accommodate a future right turn lane for eastbound CSAH 18 to the future Chisholm St. extension south of CSAH 18.

Crosstown Boulevard/TH 65 Intersection:

MnDOT has agreed to pay for half the costs required to upgrade the northbound and southbound TH 65 right turn lanes to include free right turns with an island.

C. 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.

All City-owned easements located within the boundaries of new right-of-way acquisition shall continue to exist in favor of both the City and the County, although the County shall have the exclusive custodianship of such easements during the construction period. For any parcel upon which there is an existing residence, garage or other building, the County shall measure the distance between the nearest point of the structure nearest the new right of way line, and report such distances to the City for the purpose of identifying any future non-conforming uses resulting from the Project.

D. TRAFFIC SIGNALS:

The parties agree that the signal system at the CSAH 18 and TH 65 intersection will be reconstructed with this project. The parties agree that the cost of the reconstruction of this signal shall be according to the following cost split; MnDOT has agreed to pay one-half the proposed signal cost, up to a maximum of \$125,000. Under standard County cost share, Anoka County and the City of Ham Lake are each responsible for paying 50% of the

remaining cost. The City of Ham Lake is also responsible for 100% of the EVP reconstruction costs.

Following the reconstruction, the ongoing traffic signal maintenance at the CSAH 18 and TH 65 intersection will continue as per the current agreement, where MnDOT and the City share the maintenance responsibilities. A separate agreement is being prepared to finalize these maintenance responsibilities between the City and MnDOT.

E. DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, detention basins and their outlet structures. The City portion of the cost is based on contributing flow to the storm sewer system and 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 (except catch basins and catch basin leads), detention basins including ponds and their outlet structures shall be the sole responsibility of the City.

The City requested and the County agreed that Pond No. 1 be located to accommodate a future City roadway project that would create a full access intersection 800 ft west of Johnson St. after the future 4-lane divided CSAH 18 project is constructed. The County also allowed the City to connect an emergency overflow pipe from the Johnson St. extension project detention pond to the County trunk storm sewer that outlets to Pond No. 1. This pond has only been sized for the current County roadway project only.

The City requested and the County agreed that Pond No. 2 be located to accommodate the future Chisholm St. extension project. This pond was sized to meet the needs of the current CSAH 18 roadway reconstruction project only.

~~BITUMINOUS TRAIL- (REMOVAL OF TRAIL REQUESTED BY CITY AT COUNCIL MEETING ON OCTOBER 20th, 2008)~~

~~The parties agree that the construction of the bituminous trail along the south side of CSAH 18 is eligible for federal funds and that the City will contribute all matching funds. The parties understand that the cost for the trail includes: bituminous surfacing, aggregate base, excavation (including muck excavation), borrow material (select granular and topsoil), and turf establishment. The parties agree that the County will pay for the design of the trail, wetland mitigation required by impacts caused by the trail, the additional right of way and easements required to construct the trail at the proper location, and any removal items, with the exception of soils, required to construct the trail.~~

~~The parties understand and agree that the maintenance of the trails shall be the sole responsibility of the City. The Anoka County Highway Department will be responsible for the maintenance of the trail crossings at County highway intersections.~~

F. TRAFFIC CONTROL:

CSAH 18 is to be constructed in stages and remain open to traffic during construction. The additional traffic control devices and police officers needed to control traffic as conditions

warrant, as ordered by the Engineer, are to be considered as part of the traffic control cost. 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.

G. DRIVEWAYS:

The parties agree that all driveways affected 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.

H. 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 signed plan sheets and specifications for the proposed landscape/streetscape. The total cost of the design as well as the construction cost above standard median cost will be at the expense of the City.

I. 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, including signed plans, specifications, estimated quantities and cost estimate. These items 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 gas main on Baltimore St., north of CSAH 18 will be relocated to the west side of the roadway and the city will vacate the public right of way of Baltimore St. The approximate cost of relocating the gas main is \$6,000, which will be split by the city and county.

J. 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 Coon Creek 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 \$2,617,127.70. Federal funds available for the Project are capped at \$1,251,996.00. 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:

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 \$2,952.58. (Items, 2021.501 to 2031.501)
2. The City shall pay their share of the removals, salvage, excavation and select granular borrow. The estimated cost of this item to the city is \$26,800.00 (Items, 2104.501 to 2105.522)
3. The City shall pay their share of the street installation. The estimated cost of this item to the city is \$105,907.00. (Items, 2211.503 to 2501.573)
4. The City shall pay their share of the storm sewer and gas main. The estimated City cost of this item is \$25,599.50. (Items, 2503.541 to 2511.515)
5. The City shall pay their share of the cost of concrete curb, medians and sidewalks installed on the project. The estimated cost to the City is \$50,262.00. (Items, 2521.501 to 2531.618)
6. The City shall pay its share of the cost of signals, signal cabinet (\$3,750.00) and signs. The city's estimated total estimated cost is \$89,301.31. (Items, 2563.601 to 2565.616)
7. The City shall pay its share of the cost of seeding, mulching, and erosion control. The city's estimated total estimated cost is \$1,080.50. (Items, 2575.501 to 2575.532)

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

1	Mobilization, Field Office	\$ 2,952.58
2	Bituminous removal and muck excavation	\$ 26,800.00
3	Streets	\$105,907.00
4	Storm Sewer	\$ 25,599.50
5	Concrete curb, medians, and sidewalks	\$ 50,262.00
6	Signal, signal cabinet and signage	\$ 93,051.31
7	Seeding, mulch, erosion control	\$ 1,080.50

Total Estimated Share of Construction Cost To The City	\$ 305,652.89
Estimated Federal Funds available to the City	(\$ 76,810.00)
Total Cost less Federal Funds and Cooperative Funds	\$ 228,842.89

The total estimated construction cost to the City (less Federal Funds) for the project is **\$225,842.90** 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 \$301,890.86. The estimated cost to the City for construction engineering is **\$24,151.27**. The grand total estimated cost to the City for the project is **\$252,982.13**.

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 \$240,333.02. 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.

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. SIGNALIZATION POWER

Signalization power will continue as per current separate agreement between MnDOT and the City. A separate agreement is being prepared by MnDOT to finalize the responsibilities between the city and MnDOT.

X. MAINTENANCE

A. Maintenance of the completed watermain, sanitary sewer, storm sewer, detention basins (including ponds and their outlet structures and grit chambers/collectors) 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. (City has requested County to remove trail from project.)~~

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

D. Following the reconstruction, the ongoing traffic signal maintenance at the CSAH 18 and TH 65 intersection will continue as per the current agreement, where MnDOT and the City share the maintenance responsibilities. A separate agreement is being prepared by MnDOT to finalize these maintenance responsibilities between the City and MnDOT.

E. The traffic control signal shall be the property of MnDOT.

XI. 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 Ham Lake, 15544 Central Avenue NE, Ham Lake, Minnesota 55304, on behalf of the City.

XII. 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.

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 of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

CITY OF HAM LAKE

By: Dennis D. Berg
Dennis D. Berg, Chair
Board of Commissioners

By: Paul Meunier
Paul Meunier
Mayor of Ham Lake

Dated: 12/15/08

Dated: 11/4/08

ATTEST:

By: Terry L. Johnson
Terry L. Johnson
Anoka County Administrator

By: Doris Nivala
Doris Nivala
City Administrator

Dated: 12/15/08

Dated: 11/4/08

RECOMMENDED FOR APPROVAL:

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

By: Thomas P. Collins
Tom Collins
City Engineer

Dated: 12/8/08

Dated: 11/4/08

APPROVED AS TO FORM AND EXECUTION:

By: Dan Klint
Dan Klint
Assistant Anoka County Attorney

By: _____
Name _____
Title _____

Dated: 12-16-08

Dated: _____