

**JOINT POWERS AGREEMENT  
FOR THE RECONSTRUCTION PROJECT  
ON CSAH 24 (BRIDGE ST) FROM  
CR 72 (RUM RIVER BLVD/POPPY ST) THROUGH KERRY ST  
IN THE CITY OF ST FRANCIS, MN  
(SP 002-624-026)**

THIS AGREEMENT is made and entered into this \_ day of \_\_\_\_\_, 2014 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 St Francis, 23340 Cree St NW, St Francis, MN 55070, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct County State Aid Highway (CSAH) 24 (Bridge St) from County Road (CR) 72 (Rum River Blvd/Poppy St) through Kerry St and,

WHEREAS, said parties mutually agree that CSAH 24 from CR 72 through Kerry St is in need of improvement; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of CSAH 24 from CR 72 through Kerry St 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 24 from CR 72 through Kerry St 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 the roadway, drainage and trail as well as other utilities on CSAH 24 from CR 72 through Kerry St as described in the preliminary design plans. The County project number for the reconstruction is SP 002-624-026 and the City project number is SAP ####-####-####. 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 County State Aid Project No. 002-624-026 CSAH 24 from CR 72 through Kerry St 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 May 11, 2014 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 SP 002-624-026, City project number S.A.P. ###-###-###, in conformance with proposed engineering plans and specifications.

### IMPROVEMENTS

It is agreed by the parties that in 2015 CSAH 24 will be reconstructed into a two lane section with roundabouts at CSAH 24/CR 72 and at CSAH 24/CSAH 9. The Kerry St connection to CSAH 24 will be closed, and Kerry St realigned west to the roundabout at CSAH 9. The roadway will have a concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: roadway widening, roundabout construction, turn lanes, shoulders, curb & gutter, and bituminous trail/sidewalk. 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 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.

To facilitate the construction of the CSAH 24 (Bridge St) Roundabouts Project, the County and the City agree to exchange property as provided below:

At no cost to the City, the County shall convey fee title to the City the property identified as Parcel 1 in pink on the attached Exhibit D.

At no cost to the City, the County shall acquire and convey fee title to the City the property identified as Parcel 2 in green on the attached Exhibit D.

At no cost to the County, the City shall convey fee title to the County the property identified as Parcel 3 in purple on the attached Exhibit D.

The County shall at no cost to the City convey fee title to the City the property identified on the attached Exhibit E.

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.

CONCRETE SIDEWALK/BITUMINOUS TRAIL:

CSAH 24 North Side:

The parties agree that the construction of the bituminous trail along the north side of CSAH 24 is eligible for Federal funds and that the City will contribute all matching funds [except for the replacement of the existing trail at the CR 72 intersection and at the CSAH 9 intersection, which is paid for by the County]. This trail location has been agreed to by the City. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

CSAH 24 South Side:

The parties agree that the construction of the bituminous trail along the south side of CSAH 24 (from west of CR 72 to CSAH 9) and the east side of CSAH 9 is not eligible for Federal funds and that the City will pay 100% of construction costs. This trail location has been agreed to by the City. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

This trail is proposed to be part of the County Regional Trail System and is eligible for potential funding through the Metropolitan Council's Regional Parks Capital Improvement Program after the project has been constructed and a request has been received from the City. If the Anoka County Parks and Recreation Department receives a letter of request from the City, the Anoka County Parks and Recreation Department will seek reimbursement for one-half of the City's share for this trail connection. If funds are secured, the Anoka County Parks and Recreation Department will reimburse the City with the additional funds received.

Kerry St Trail/Sidewalk:

The parties agree that the construction of the trail/sidewalk along the north side of Kerry St is not eligible for Federal funds and that the City will pay 100% of construction costs. This trail location has been agreed to by the City. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

School Entrance Trail/Sidewalk:

The parties agree that the construction of the trail/sidewalk along the north side of the school entrance is not eligible for Federal funds and that the City will pay 100% of construction costs. This trail location has been agreed to by the City and the school district. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

The parties understand that the cost for the trail/sidewalk includes: bituminous surfacing, aggregate base, excavation (including muck excavation), borrow material (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.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 24 will be open to thru traffic during construction. 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.

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 median/roundabout cost will be at the expense of the requesting City. All construction documents must be submitted to the County by December 15, 2014. Maintenance of any landscaping/streetscaping will be the sole responsibility of the City.

LIGHTING:

The parties agree that the roundabout intersection lighting is eligible for federal funds, and that the costs will be shared per the standard County cost share for traffic signals, with the City paying for 100% of City legs and for 50% of County legs. If the City would like additional lighting on the project, this would be 100% City cost.

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 of these features shall be the responsibility of the City. The cost of construction of these features shall be the responsibility of the City. In areas where relocations are solely due to road reconstruction federal funds shall be applied. 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 December 15, 2014.

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 Upper Rum River Watershed Management Organization, 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 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 total project is \$2,969,560.00 (\$2,816,924.00 excluding optional items). Federal funds available for the Project are capped at \$1,478,400. 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 B.

#### Including Optional Items

The total estimated construction cost to the City is \$782,513.88 (prior to application of federal funds available). After federal funding percentage is applied, the cost to the City for their share of the construction items of the Project is \$434,351.59 (\$782,513.88 minus \$348,162.29), the federal funds available to the City).

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$782,513.88. The estimated cost to the City for construction engineering is \$65,281.59. In summary, the total City share of this project is \$847,795.47 (includes construction and construction engineering costs). The total cost to the City after federal funds have been applied including construction engineering is **\* \$496,952.70 (see summary below).**

\*(\$782,513.88 – \$348,162.29 + \$65,281.59 = \$496,952.70, note: construction engineering costs are not federally eligible)

#### Excluding Optional Items

The total estimated construction cost to the City is \$663,383.88 (prior to application of federal funds available). After federal funding percentage is applied, the cost to the City for their share of the construction items of the Project is \$315,221.59 (\$663,383.88 minus \$348,162.29), the federal funds available to the City).

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$663,383.88. The estimated cost to the City for construction engineering is \$53,070.71. In summary, the total City share of this project is \$716,454.59 (includes construction and construction engineering costs). The total cost to the City after federal funds have been applied including construction engineering is **\* \$368,292.30 (see summary below).**

\*(\$663,383.88 – \$348,162.29 + \$53,070.71 = \$368,292.30, note: construction engineering costs are not federally eligible)

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 \$472,105.07 (\$349,877.69 excluding optional items). Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the City at the time of billing. 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.

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 to the city 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 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 to assist the City in their application for MSA funding.

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 the completed storm sewer (except catch basins and catch basin leads on CSAH 24) and detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- B. Maintenance of all sidewalks, including snow plowing, shall be the sole responsibility of the City.
- C. Maintenance of the bituminous trails 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 and shall be responsible for long-term maintenance, such as bituminous overlays, crack sealing and replacement.
- D. Maintenance of crosswalk pavement markings on City streets shall be the responsibility of the City. The County will be responsible for all crosswalk pavement markings for the crossings at all County streets.

E. Maintenance of streetlights and cost of electrical power to the streetlights 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 St Francis, 23340 Cree St NW, St Francis, MN 55070, on behalf of the City.

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 acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

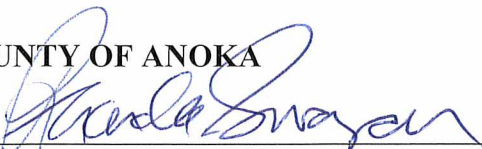


XIII. ENTIRE AGREEMENT REQUIREMENT OF WRITING

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:   
Rhonda Sivarajah, Chair  
Board of Commissioners

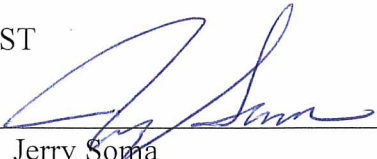
Dated: 10-14-14

**CITY OF ST FRANCIS**


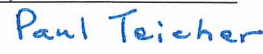
By:   
Jerry Iyveit  
Mayor

Dated: 8-19-14

ATTEST

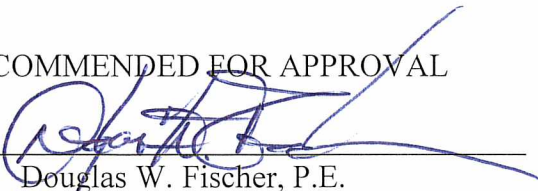
By:   
Jerry Soma  
County Administrator

Dated: 10-14-14

By:    
Matthew L. Hylan Paul Teicher  
Acting City Administrator

Dated: 8-19-14

RECOMMENDED FOR APPROVAL

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

Dated: 10/7/14

~~By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_~~

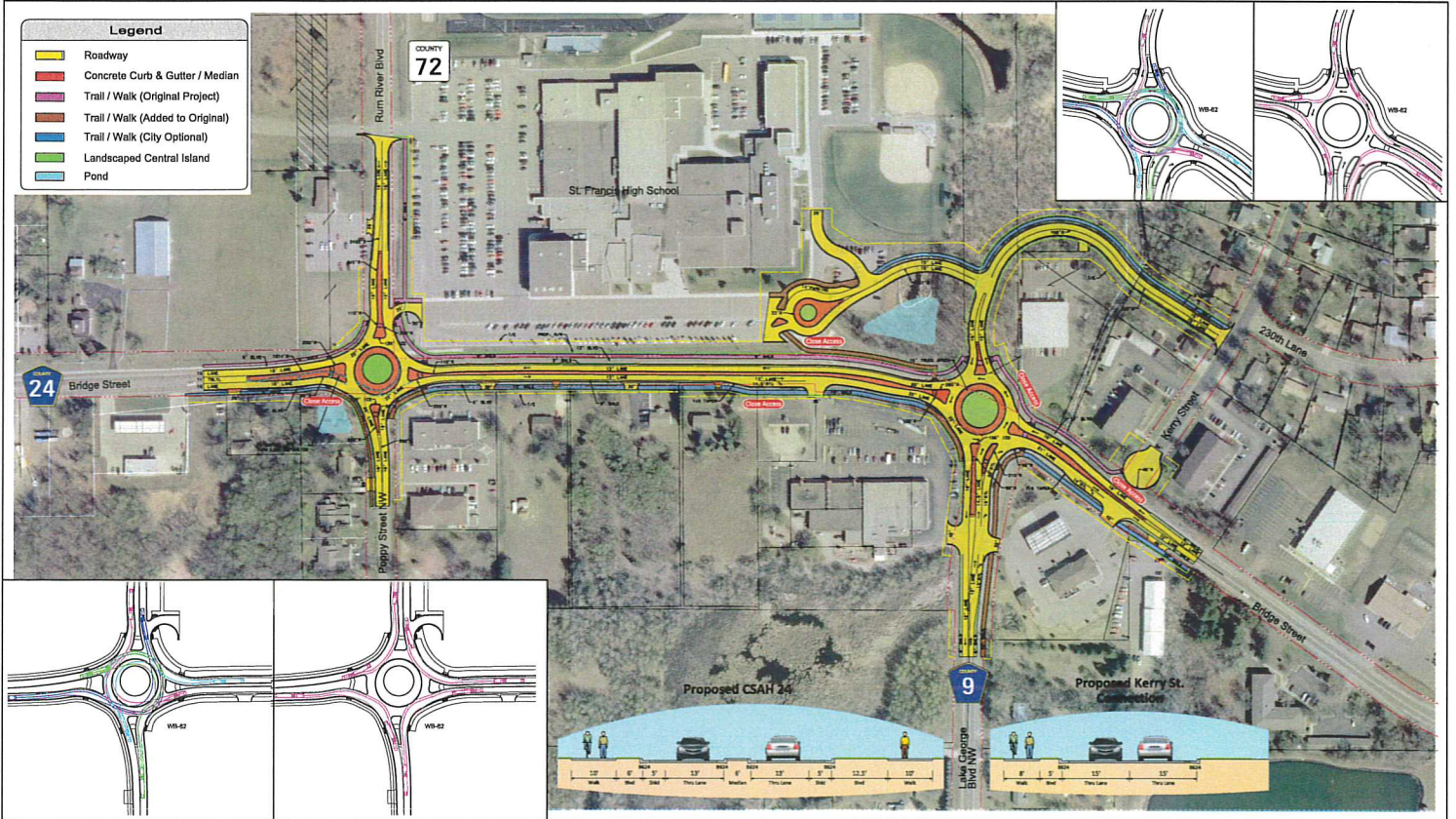
APPROVED AS TO FORM

By:   
Dan Klint  
Assistant County Attorney

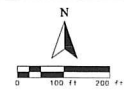
Dated: 10-21-14

EXHIBIT A

Date: 7/11/14 5:02:04 PM  
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**CSAH 24 (Bridge Street) Improvements**  
 Anoka County, Minnesota



**Project Layout**  
 May 11, 2014

1666-22 Project Layout.dwg, 5/12/2014, 5:02:04 PM



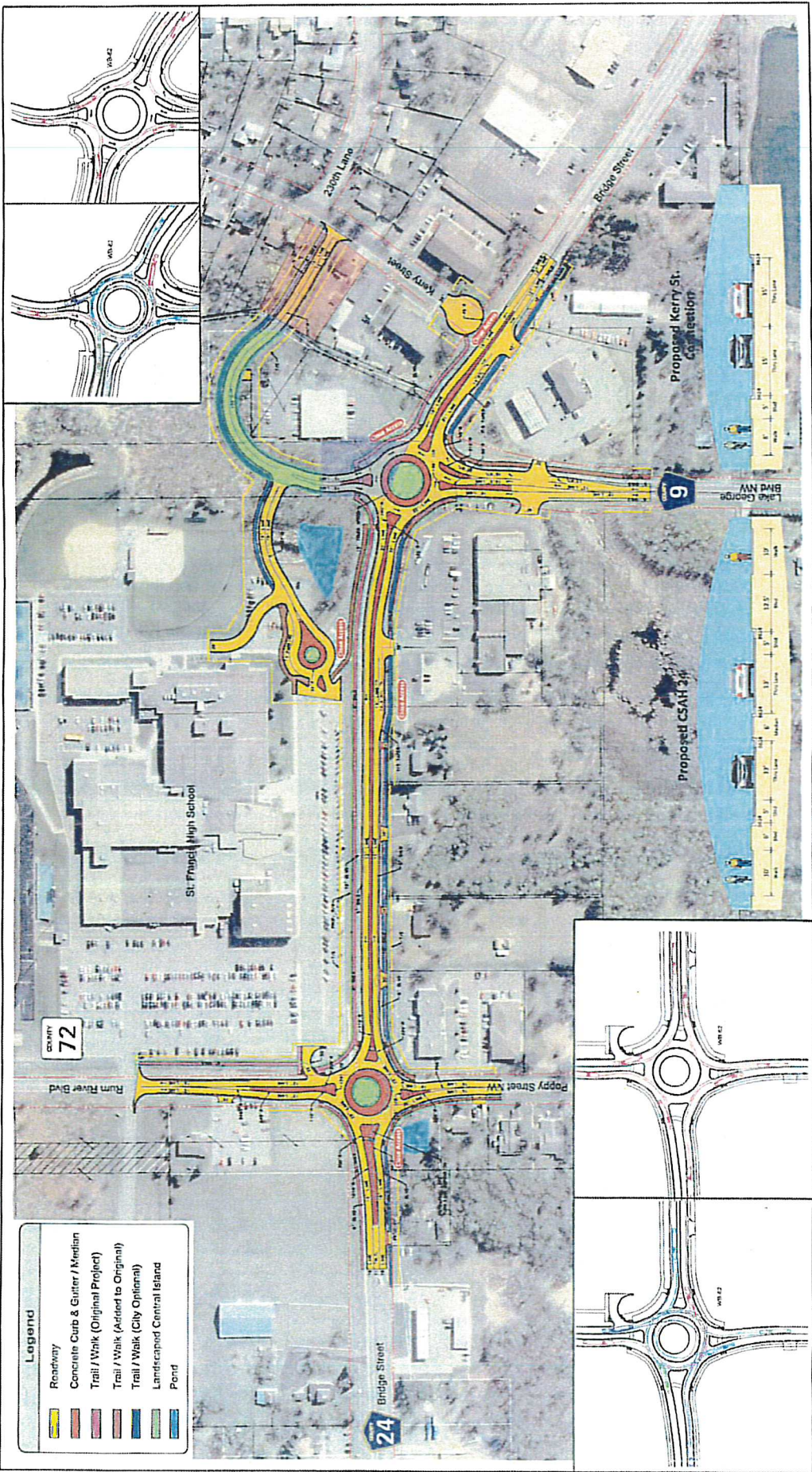
## EXHIBIT "C"

### COST-SHARING AGREEMENT FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY USING COUNTY STATE AID FUNDS OR LOCAL TAX LEVY DOLLARS

<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* <sup>1</sup>
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%,	0%
	Unless existing trail not placed at edge of R/W	
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter* <sup>2</sup>	based on state aid letter* <sup>2</sup>
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new & replacements (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of it's 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, 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	* <sup>3</sup>	* <sup>3</sup>
Right-of-Way	100% * <sup>4</sup>	0%
Street Lights	0%	100%
Noise Walls	100% * <sup>5</sup>	0% * <sup>5</sup>

- \*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 If previously notified, the City shall be responsible for future noise wall maintenance. 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. The County shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, then the requesting agency will pay the additional cost above the cost of standard noise wall. Furthermore, should an agency request a noise wall to be built where not required by the applicable federal or state standard, the entire cost of the wall shall be borne by the requesting agency.

DATE: 05/02/14  
 PROJECT: ANOKA COUNTY BRIDGE STREET IMPROVEMENTS  
 DRAWING: BRIDGE STREET IMPROVEMENTS

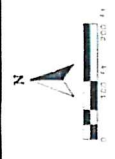


- Legend**
- Roadway
  - Concrete Curb & Gutter / Median
  - Trail / Walk (Original Project)
  - Trail / Walk (Added to Original)
  - Trail / Walk (City Option)
  - Landscaped Central Island
  - Pond

**CSAH 24 (Bridge Street) Improvements**  
 Anoka County, Minnesota

- Parcel 1
  - Parcel 2
  - Parcel 3
- COUNTY OWNED TRANSFER TO CITY  
 TO BE PURCHASED BY ANOKA COUNTY FOR  
 RELOCATED CITY STREET  
 CITY OWNED, TO BE DONATED FOR PROJECT

**Project Layout**  
 May 11, 2014





# Anoka Co. Hwy \$27,100-6.61ac.

