

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 52
(RADISSON ROAD) BETWEEN 1525 FEET SOUTH OF CSAH 14 (125TH AVENUE) TO 2015 FEET
NORTH OF CSAH 116 (BUNKER LAKE BOULEVARD) AND COUNTY STATE AID HIGHWAY 116
BETWEEN STATE TRUNK HIGHWAY 65 TO 1160 FEET EAST OF CSAH 52
IN THE CITY OF HAM LAKE, MN
(SP 02-652-05, SP 02-716-09)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2009 by and between the County of Anoka, a political subdivision of the State of Minnesota, 21160 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Ham Lake, 15544 Central Avenue NE, Ham Lake, MN 55304, hereinafter referred to as the "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 116 (Bunker Lake Blvd.) between TH 65 and 1160 feet east of CSAH 52 (Radisson Road) and CSAH 52 (Radisson Road) from city limit to 2015 feet north of CSAH 116; and,

WHEREAS, said parties mutually agree that County State Aid Highway 116 (Bunker Lake Blvd) between TH 65 and 1160 feet east of CSAH 52 (Radisson Road) and CSAH 52 (Radisson Road) from city limit to 2015 feet north of CSAH 116 is in need of reconstruction; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction County State Aid Highway 116 (Bunker Lake Blvd.) between TH 65 and 1160 feet east of CSAH 52 (Radisson Road) and CSAH 52 (Radisson Road) from city limit to 2015 feet north of CSAH 116 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 County State Aid Highway 116 (Bunker Lake Blvd.) between TH 65 and 1160 feet east of CSAH 52 (Radisson Road) and CSAH 52 (Radisson Road) from city limit to 2015 feet north of CSAH 116; 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, bituminous path, traffic control systems, as well as other utilities on a portion of County State Aid Highway 116 (Bunker Lake Blvd.) between TH 65 and 1160 feet east of CSAH 52 (Radisson Road) and CSAH 52 (Radisson Road) from city limit to 2015 feet north of CSAH 116 as described in the preliminary design plans. The County project numbers for the reconstruction are SP 02-716-09 and SP 02-652-05, the City project number is 197-024-001. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall cause the construction of Anoka County Projects SP 02-716-09 and SP 02-652-05, the City project number is 197-024-001 in conformance with proposed engineering plans and specifications.

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 may vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the total project (including County furnished materials) is \$11,751,907.57. Federal funds available for the Project are capped at \$7,651,089.00. 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 \$25,475.32. (Items 2021.501 to 2031.501)
2. The City shall pay their share of the removals, sawing, salvage, excavation and select granular borrow. The estimated cost of this item to the city is \$49,040.00. (Items 2104.501 to 2105.522)
3. The City shall pay their cost of the eligible portion of storm sewer which is split between the City and County based on the ratio of contributing flow determined by the product of contributing area and runoff coefficient. The estimated percentage of contributing flow from the City in CSAH 52 is 29% and CSAH 116 is 48%. The total eligible estimated cost of the storm sewer is \$841,610.00 of which the estimated cost to the City is \$ 339,254.24. (Items 2021.501, 2031.501, 2501.515 to 2511.501, and 2563.601)
4. The City shall pay 100% of the cost of new sidewalk (pedestrian curb ramps) on the project. The City's estimated share is \$ 7,815.00. (Item 2521.501)
5. The City shall pay its portion of the cost of new trail installed on the project. The City's estimated share is \$ 203,220.00. (Item 2521.604) As detailed in the MOU, the Anoka County Parks and Recreation Department will be seeking reimbursement of up to one-half of the city's share of the cost of the County Regional Trail through the Metropolitan Council's Regional Parks Capital Improvement Program.
6. The City shall pay its portion of the cost of concrete curb and gutter. The City's estimated share is \$ 130,532.00. (Items 2531.501 to 2531.618)
7. The City shall pay its portion of traffic control and 50% of the cost of construction and installation of the traffic actuated signal system (including county supplied supplies which is \$7,500.00) at intersection CSAH 52 and CSAH 116. The City's total share of the signal system construction is \$117,713.35. (Items 2563.601 to 2566.601)

8. The City shall pay its portion of the cost of the EVP. The City's estimated share is \$10,000.00 (Item 2567.601).

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

1	Mobilization, Field Office	\$ 25,475.32
2	Removals, sawing, salvage, excavation	\$ 49,040.00
3	Storm Sewer	\$ 339,254.24
4	Sidewalk	\$ 7,815.00
5	Trail	\$ 203,220.00
6	Concrete curb and medians	\$ 130,532.00
7	Signal, signal cabinet	\$ 117,713.35
8	EVP	\$ 10,000.00
	Total Estimated Share of Construction Cost To The City	\$ 883,049.91
	Estimated Federal Funds available to the City	\$ 631,782.20
	Total Cost less Federal Funds	\$ 251,267.71

The total estimated construction cost to the City (less Federal Funds) for the project is \$251,267.71. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated share. The estimated cost to the City for construction engineering is \$70,643.99 and total estimated cost to the City for the project is \$321,911.70.

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 \$ 305,816.11. 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 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 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 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

The City shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the CSAH 52/CSAH 166 traffic signal systems including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signals installation, the ongoing cost of the electrical power to the signals shall be the sole cost and expense of the City.

X. MAINTENANCE

- A. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), 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 and Anoka County Parks and Recreation Department. The City shall be responsible for general routine maintenance, such as, sweeping, clearing, plowing, trash removal and other incidental items. The County Parks and Recreation Department shall be responsible for long-term maintenance, such as bituminous overlays, crack-sealing and replacement. Trail signage will be provided by and maintained by the County Parks and Recreation Department.
- D. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- E. Maintenance of the completed signal and signal equipment shall be the sole obligation of the County.
 1. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signal at the sole obligation of the County.

2. Painting of the traffic signal shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
3. Timing of the traffic signal shall be determined by the County.
4. Only the County shall have access to the controller cabinet.
5. The traffic control signal shall be the property of the County.
6. The City shall be responsible for maintenance of the luminaires, luminaire relamping, and luminaire painting.
7. All maintenance of the EVP System shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
8. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.01, Subdivision 5, and §169.03. The City shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.
9. Malfunctions of the EVP System shall be immediately reported to County.
10. All timing of said EVP System shall be determined by the County.
11. In the event said EVP System or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City, written notice thereof from the County, the County shall remove the EVP System. Upon removal of the EVP System pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

XI. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 21160 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City Manager of City of Ham Lake, 15544 Central Avenue NE, Ham Lake, MN 55304, 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.

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.

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

COUNTY OF ANOKA

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

Dated: _____

ATTEST

By: _____
Terry L. Johnson
County Administrator

Dated: _____

RECOMMENDED FOR APPROVAL

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

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

CITY OF HAM LAKE

By: _____
Paul Meunier
Mayor

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

EXHIBIT "A"

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%
Bikeways	0	100%
Concrete Sidewalk	0	100%
Concrete Sidewalk Replacement	100%	0
Concrete Curb & Gutter for Median Construction	100%	0
Concrete Median	100%	0*①
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	0*⑥	100%
Traffic Signals (communities larger than 5,000)	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 (communities less than 5,000)	100%	0*③
Engineering Services	*④	*④
Right-of-Way	100%	0*⑤
Street Lights	0	100%

*① The County pays for 100% OF A Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as red brick, stamped concrete, or exposed aggregate concrete, the local unit will pay the additional cost above the cost of standard median.

*② In the event no State Aid is being used, drainage cost shares will be computed by proportions of total area to County area where the area of the road right-of-way is doubled prior to performance of the calculations.

*③ In cities less than 5,000 people the County pays for 100% of the cost of the traffic signal effective March 1986. The County collects on behalf of the cities (less than 5,000) "Municipal State Aid Dollars" since they do not themselves qualify for state aid funds. These funds are used to pay the City Share.

*④ 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.

*⑤ 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 shall be paid by the Township or City.

*⑥ The County will replace all driveways in-kind. Upgrades in surfacing (i.e., gravel to bituminous, bituminous to concrete) shall be at 100% expense to the Township or City).