

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 116
BUNKER LAKE BOULEVARD FROM CSAH 83 (ARMSTRONG BOULEVARD) TO CSAH 57
(SUNFISH LAKE BOULEVARD)
IN THE CITY OF RAMSEY, MN
(SAP 002-716-021 & SAP 199-104-014)**

THIS AGREEMENT is made by the parties on the last date executed below, 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 Ramsey, 7550 Sunwood Dr NW, Ramsey, MN 55303, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to construct improvements to County State Aid Highway 116 (Bunker Lake Blvd) from CSAH 83 (Armstrong Blvd) to CSAH 57 (Sunfish Lake Blvd) and,

WHEREAS, said parties mutually agree that County State Aid Highway 116 (Bunker Lake Boulevard) between CSAH 83 (Armstrong Boulevard) to CSAH 57 (Sunfish Lake Boulevard) is in need of safety improvements to the corridor; and,

WHEREAS, the County has prepared preliminary design plans for the improvement of County State Aid Highway 116 (Bunker Lake Boulevard) between CSAH 83 (Armstrong Boulevard) to CSAH 57 (Sunfish Lake Boulevard) 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 Boulevard) between CSAH 83 (Armstrong Boulevard) to CSAH 57 (Sunfish Lake Boulevard); and,

WHEREAS, the City has jurisdiction over Sunwood Drive and the other City streets that intersect CSAH 116 within the project area that are not County highways; 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 governmental units 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 constructing improvements to the roadway and traffic control systems on CSAH 116 (Bunker Lake Blvd) between Armstrong Blvd to Sunfish Lake Blvd as described in the preliminary design plans. The County project number for the reconstruction is SAP 002-716-021 and the City project number is SAP 199-104-014. 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. 002-716-021 between CSAH 83 (Armstrong Boulevard) to CSAH 57 (Sunfish Lake Boulevard) is in the best interest of the traveling public and that the Layout as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated July 9, 2021 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 002-716-021, City project number SAP 199-104-014.

IMPROVEMENTS:

It is agreed by the parties that in 2021, CSAH 116 will be constructed to the extent shown in "Exhibit A". Improvements include but are not limited to: traffic signal at Sunwood Dr, right turn lane for eastbound Sunwood Dr at CSAH 116 (Bunker Lake Boulevard), right- and left-turn lanes on CSAH 116 (Bunker Lake Boulevard), concrete median channelization at select locations, and concrete curb & gutter. The County will also include a bituminous mill and overlay on Sunwood Drive from 700 feet west and 700 feet east of CSAH 116 (Bunker Lake Boulevard) intersection.

INTERSECTIONS:

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

CSAH 116 @ CSAH 83/ Armstrong Blvd: Signal
 CSAH 116 @ Zeolite Street: Full Access
 CSAH 116 @ Town Center Drive: Full Access
 CSAH 116 @ Rhinestone St: Full Access
 CSAH 116 @ CSAH 56/ Ramsey Blvd: Signal
 CSAH 116 @ Limonite: Full Access**
 CSAH 116 @ Connexus Energy Driveway: Full Access
 CSAH 116 @ Hematite: Full Access
 CSAH 116 @ Sunwood Drive: Signal
 CSAH 116 @ 6700 143rd Avenue Driveway: Right in / Right out
 CSAH 116 @ 143rd Ave: Full Access
 CSAH 116 @ Right in / Right out
 CSAH 116 @ Azurite St: Full Access
 CSAH 116 @ CSAH 57/ Sunfish Lake Blvd: Signal

**Anoka County reserves the right to temporarily restrict this access to Right in / Right out via the use of TPRM markers (tube delineators) if excess traffic warrants restricting access when US 10 is reduced to single lanes during construction associated with the Ramsey Gateway and Anoka Solutions projects.

RIGHT OF WAY:

The parties agree that the County plans to acquire the necessary easement to construct the Sunwood Dr right turn lane. If a temporary easement cannot be acquired prior to construction, a retaining wall will be built in lieu of an easement. The cost of this temporary easement or retaining wall will be the City's cost. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

TRAFFIC SIGNALS:

The parties agree that a traffic control signal system at the CSAH 116 (Bunker Lake Boulevard) and Sunwood Drive intersection will be constructed with this project. The parties agree that the cost of the construction of this signal shall be standard County cost share; with 100% of the EVP reconstruction costs and 75% of the traffic signal cost to the City and 25% of the traffic signal cost to the County.

Following the construction, the ongoing traffic signal maintenance at the CSAH 116(Bunker Lake Boulevard)/Sunwood Dr intersection will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the City reimbursing the County 100% for all ongoing EVP maintenance, the City 100% responsible for all luminaire maintenance and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

If the SJR is not approved by MnDOT, the City may elect to construct the signal at 100% City cost (including design costs). The cost share and ongoing traffic signal maintenance at the CSAH 116 (Bunker Lake Boulevard)/Sunwood Dr intersection would be consistent with Anoka County non-warranted traffic signal installation maintenance practices, with the County responsible for all traffic signal and EVP maintenance on a 100% reimbursable basis with the City (billed quarterly for 100% of all incurred costs), the City 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

SIDEWALK/BITUMINOUS TRAIL:

The parties agree that the project will be reconstructing portions of the concrete sidewalk and bituminous trail as part of the project. The County is 100% responsible for the cost to reconstruct existing concrete sidewalk and bituminous trails. No new/additional sidewalk or bituminous trail will be constructed as part of the project.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 116 (Bunker Lake Boulevard) will not be closed 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 (excluding those identified for removal) 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:

No landscaping/streetscaping is proposed as part of this project.

RETAINING WALLS:

The parties agree that if an easement cannot be acquired to allow for the right turn lane construction on the Sunwood Dr, a retaining wall will be constructed instead. The City will be 100% responsible for the cost to construct this wall.

NOISE WALLS:

No Noise Walls are included as part of the project.

UTILITIES:

No City utility relocations are included as part of the project. The City will move three fire hydrants that need to be relocated prior to September 7, 2021. These fire hydrants are located at the following locations:

500' east of the CSAH 116 (Bunker Lake Boulevard) / CSAH 83 (Armstrong Boulevard) intersection (south side)

SE corner of CSAH 116 (Bunker Lake Boulevard) and Zeolite

SE corner of CSAH 116 (Bunker Lake Boulevard) and Sunwood

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 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 construction costs" are good faith projections of the costs, which will be incurred for this project and are shown on Exhibit B. Actual costs will vary and those will be the costs for which the relevant parties will be responsible.

The estimated temporary easement cost to the City for the Sunwood Dr right turn lane is \$4,800.

The estimated construction cost of the total project is \$2,250,983.96. The estimated cost of County Furnished Signal Items for the project is \$30,000.

The total estimated construction cost to the City is \$305,614.58. The estimated cost to the City for County Furnished Signal Items is \$22,500.

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$305,614.58. The estimated cost to the City for construction engineering is \$24,449.17. The City is responsible for the temporary easement cost, which is estimated at \$4,800. In summary, the total City share of this project is \$357,363.75 (includes construction, County Furnished Signal Items, estimated easement costs and construction engineering costs).

*(\$305,614.58 + \$22,500 + 4,800 + \$24,449.17 = \$357,363.75)

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 \$339,495.56. 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.

After 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 agrees to submit to the City for review final quantities and cost within one year of project substantial completion.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution, and will remain in effect until the Project and all restoration activities are completed, *with exception* of the ownership and maintenance provisions within this Agreement which shall continue indefinitely.

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. Prior to city payment to the County, Anoka 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. SIGNALIZATION POWER

The City shall at their sole expense, install and cause the installation of an adequate electrical power source to the service cabinet for all the previously mentioned CSAH 116 (Bunker Lake Boulevard) traffic control

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 signal installations, the ongoing cost of the electrical power to the signals shall be the sole cost and expense of the City.

IX. MAINTENANCE

- A. Maintenance of crosswalk pavement markings shall be the responsibility of the City and the County. The County will be responsible for the maintenance of the crosswalk pavement marking for the crossings at the signalized intersections. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all city streets.
- B. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 116 (Bunker Lake Boulevard) and Sunwood Dr shall be the sole obligation of the County.
- C. The County shall maintain the said traffic signal controllers, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- D. 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.
- E. Timing of the completed traffic control signal shall be determined by the County.
- F. Only the County shall have access to the controller cabinets.
- G. The traffic control signals shall be the property of the County.
- H. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- I. 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.
- J. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.011, Subdivision 3, 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.
- K. Malfunctions of the EVP System shall be immediately reported to the County.
- L. All timing of said EVP System shall be determined by the County.
- M. 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.

X. 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 Ramsey, 7550 Sunwood Dr NW, Ramsey, MN 55303, on behalf of the City.

XI. INDEMNIFICATION

To the extent allowed by law, 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.

XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

Anoka County Contract No. C0008639

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

COUNTY OF ANOKA

DocuSigned by:
By: Rhonda Sivarajah
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Rhonda Sivarajah
County Administrator
8/11/2021

CITY OF RAMSEY

By: Mark E. Kuzma
Mark E. Kuzma
Mayor

Dated: 8/6/21

By: Kurtis G. Ulrich
Kurtis G. Ulrich
City Administrator

Dated: 8/6/21

RECOMMENDED FOR APPROVAL:

DocuSigned by:
By: Joe MacPherson
A93442ADA7B14FB...
Joseph J. MacPherson, P.E.
Transportation Division Manager
8/11/2021

By: Bruce R. Westby
Bruce R. Westby, P.E.
City Engineer

Dated: 8/6/21

APPROVED AS TO FORM AND EXECUTION:

DocuSigned by:
By: Chris Carney
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Christine V. Carney
Assistant County Attorney
8/11/2021

By: Joseph J. Langel
Joseph J. Langel
City Attorney

Dated: 8/6/21