

**JOINT POWERS AGREEMENT
FOR THE MILL AND OVERLAY/RECLAMATION OF A PORTION OF
CSAH 35 (OLD CENTRAL AVENUE / 83RD AVENUE NE)
AND PLEASANT VIEW DRIVE NE
IN THE CITY OF SPRING LAKE PARK, MN
(ANOKA COUNTY SAP 002-635-013)**

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 Spring Lake Park, 1301 81st Avenue NE, Spring Lake Park, MN 55432, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties to this Agreement agree it is in the best interest of the traveling public to mill and overlay CSAH 35 (Central Avenue/83rd Avenue NE) from 81st Avenue NE to County Road 10 NE and Pleasant View Drive NE from 83rd Avenue NE to 81st Avenue NE (hereinafter the "Project") as this portion of roadway is in need of resurfacing; and,

WHEREAS, the County has prepared preliminary design plans for the Project in accordance with Anoka County and Minnesota Department of Transportation (MnDOT) standards, to a staff-approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over CSAH 35 (Central Avenue/83rd Avenue NE) from 81st Avenue NE to County Road 10 NE, and the City has jurisdiction over Pleasant View Drive NE from 83rd Avenue NE to 81st Avenue NE; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said Project be shared as set forth herein; 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 to this Agreement agree in principle that construction of the Project 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. The County project number for the mill and overlay is SAP 002-635-013 and the City project number is SAP 183-101-012. Said engineering plans are filed in the office of the Anoka County Highway Department and are incorporated herein by reference.

It is agreed that the Exhibit "A" Layout, dated with the last revision of March 2, 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 written approval by the parties as an amendment to this Agreement. 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 the Project, with responsibilities and costs allocated as described in this Agreement. All exhibits referenced are incorporated and made part of this Agreement.

IMPROVEMENTS:

It is agreed by the parties that in 2021, the County will perform surface improvements to the Project. Such improvements will include a bituminous mill and overlay on 83rd Avenue, as well as striping and pavement markings throughout the project limits. The County will also perform a bituminous mill and overlay on Pleasant View Drive NE for the City from 83rd Avenue NE to 81st Avenue NE.

TRAFFIC SIGNALS:

The existing left turn lane loop detectors on 81st Avenue will be replaced at County Road 10 NE with 100% of the replacement cost borne by Anoka County.

MILLING AND PAVING:

The County shall be responsible for 100% of the costs associated with bituminous milling and paving on CSAH 35 (Central Avenue/83rd Avenue NE) from 81st Avenue NE to County Road 10 NE.

The City shall be responsible for 100% of the costs associated with bituminous milling and paving on Pleasant View Drive NE from 83rd Avenue NE to 81st Avenue NE (hereinafter the "City Project")

MOBILIZATION:

The parties agree and understand that the cost share for mobilization for the City shall be a prorated share, based on the City Project cost divided by the total Project cost.

TRAFFIC CONTROL:

The parties understand and agree the Project will not be closed to thru traffic during construction. Access for local traffic will be maintained during construction. The parties agree and understand that 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.

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 total project is \$523,805.09

The Cost Distribution Worksheet is attached as Exhibit B.

The total estimated construction cost to the City is \$26,773.19. The City's participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$26,773.19; therefore, the estimated cost to the City for construction engineering is \$2,141.86. In summary, the total City share of this project is \$28,915.05 (includes construction and construction engineering costs).

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 \$27,469.29. 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. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid. If necessary, adjustments to the City's remaining cost obligation will be made in the form of a credit or additional charges, depending upon the final actual construction costs.

The County agrees to submit final quantities and costs to the City for review within one year of substantial completion of the Project.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution by all parties, 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 or City in conformance with 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 the City's final payment to the County, the County shall provide the City with a copy of all cost participation documents submitted to MnDOT State Aid to assist the City in their application for MSA funding.

X. NOTICE

For the purpose 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 Spring Lake Park, 1301 81st Avenue NE, Spring Lake Park, MN 55432, on behalf of the City.

XI. 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 hereof, as well as any previous Agreement presently in effect between the parties to the subject matter hereof. 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.

(The remainder of this page is intentionally left blank)

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

COUNTY OF ANOKA

CITY OF SPRING LAKE PARK

By: _____
Rhonda Sivarajah
County Administrator

By: _____
Bob Nelson
Mayor

Dated: _____

RECOMMENDED FOR APPROVAL:

RECOMMENDED FOR APPROVAL:

By: _____
Joseph J. MacPherson, P.E.
Transportation Division Manager

By: _____
Daniel Buchholtz
City Administrator

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine V. Carney
Assistant County Attorney

By: _____
John Thames
City Attorney

Dated: _____

EXHIBIT "A"

Layout

EXHIBIT "B"

Cost Distribution Spreadsheet