

**JOINT POWERS AGREEMENT
FOR THE INTERSECTION RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 14
(MAIN STREET) AND COUNTY STATE AID HIGHWAY 23 (LAKE DRIVE)
IN THE CITY OF LINO LAKES, MN
(SAP 02-614-38)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2012 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 Lino Lakes, 600 Town Center Parkway, Lino Lakes, MN 55014, 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 the intersection of County State Aid Highway 14 (Main Street) and County State Aid Highway 23 (Lake Drive) and,

WHEREAS, said parties mutually agree that the intersection of County State Aid Highway 14 and County State Aid Highway 23 is in need of reconstruction; and,

WHEREAS, the City has prepared preliminary design plans for the reconstruction of the intersection of County State Aid Highway 14 and County State Aid Highway 23 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 14 and County State Aid Highway 23 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 AND UNDERSTANDING

The parties have joined together for the purpose of reconstructing the roadway, drainage, sidewalk, and constructing a new traffic control system at the intersection of CSAH 14 (Main Street) and CSAH 23 (Lake Drive); as described in the plans and specifications numbered City of Lino Lakes Project SAP 02-614-38 (hereinafter referred to as "Project") on file in the office of the Anoka County Highway Department. 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:

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of County State Aid Project No. 02-614-38 at the intersection of CSAH 14 and CSAH 23 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 February 2, 2012 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.

IMPROVEMENTS:

It is agreed by the parties that in 2012, the intersection of CSAH 14 and CSAH 23 will be reconstructed to a two-lane section with left and right turn lanes to the extent shown in "Exhibit A". Improvements include, but are not limited to: new traffic signal construction, right and left-turn lanes, through lanes, shoulders, concrete curb and gutter, storm sewer with associated ponding, sidewalk, mill and overlay within the project limits, Crack and seat on CSAH 23 from Marketplace Drive to Main Street, and Marketplace crosswalk improvements.

INTERSECTIONS:

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

CSAH 14 / CSAH 23: Full Access Intersection with Traffic Signal

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project, and be reimbursed by the City up to \$25,000. 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.

TRAFFIC SIGNALS:

CSAH 14 and CSAH 23 Intersection:

The traffic analysis has determined that a traffic signal is warranted at the CSAH 14 and CSAH 23 intersection. The parties agree that a traffic control signal system will be constructed at this intersection with this project pending the appropriate approvals.

BITUMINOUS TRAIL/CONCRETE SIDEWALK:

Southeast Corner CSAH 14/CSAH 23 Bituminous Trail.

Northwest Corner of CSAH 14/CSAH 23 Concrete Sidewalk.

TRAFFIC CONTROL:

The parties understand and agree that the intersection of CSAH 14 and CSAH 23 will remain open to thru traffic during construction, with access maintained to all properties.

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) by the Project will be reconstructed in kind 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 cost will be at the expense of the requesting City. All construction documents must be submitted to the County by May 15, 2012. Future maintenance of any landscaping/streetscaping will be the sole responsibility of the city.

PERMITS:

The parties agree that the City will secure all necessary permits for this Project. The County 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.)

II. METHOD

The City shall cause the construction of Anoka County Project SP 02-614-38, 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 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 intersection project is \$762,891 and the estimated construction cost for the County Crack and Seat on CSAH 23 is \$180,017 and the Marketplace crosswalk improvements is \$19,332.

The parties agree that the cost of the intersection project shall be split 50% of the construction cost to the City and 50% of the construction cost to the County, similar to the standard County cost share for a new traffic signal.

The total estimated construction cost to the City is \$381,445 for the intersection project. The total estimated construction cost to the County is \$381,445 for the intersection project, \$180,017 for the CSAH 23 Crack and Seat, and \$19,332 for the Marketplace crosswalk improvements, for a total of \$580,794.

The County shall be performing the construction inspections and administration for this construction project.

Upon award of the contract, the County shall pay to the City, upon written demand by the City, ninety five percent (95%) of its portion of the cost of the project estimated at \$551,754. Prior to billing, this estimate will be updated by the City to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the County at the time of billing. The City share of the cost of the project shall also include all roadway design costs for the intersection project; and the County share of the cost of the project shall also include all roadway design costs for the Crack and Seat and for the Marketplace crosswalk improvements.

Upon final completion of the project, the County'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 County's share. Also, the remaining five percent (5%) of the County'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. 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. 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 and cause the installation of an adequate electrical power source to the service cabinet for the CSAH 14/CSAH 23 traffic control signal system including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installation, the ongoing cost of the electrical power to the signal 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 the bituminous trail and concrete sidewalk 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.
- C. 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.
- 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 traffic control signal and signal equipment at the CSAH 14/CSAH 23 intersection shall be the sole obligation of the County.
- F. 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.
- G. 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.
- H. Timing of the completed traffic control signal shall be determined by the County.

- I. Only the County shall have access to the controller cabinets.
- J. The traffic control signals shall be the property of the County.
- K. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- L. All maintenance of the EVP Systems at the CSAH 14/CSAH 23 intersection shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- M. 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.
- N. Malfunctions of the EVP Systems shall be immediately reported to the County.
- O. All timing of said EVP Systems shall be determined by the County.
- P. In the event said EVP Systems 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 Systems. Upon removal of the EVP Systems 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, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City Administrator of Lino Lakes, 600 Town Center Parkway, Lino Lakes, MN 55014, 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 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.

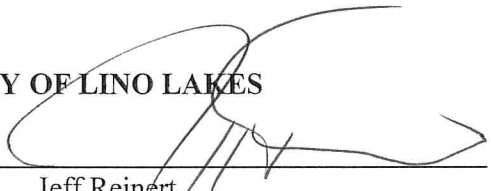
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: 
Rhonda Sivarajah, Chair
Board of Commissioners

Dated: 5-14-12

CITY OF LINO LAKES

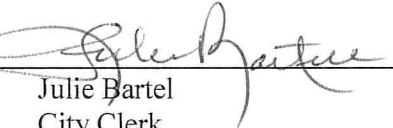
By: 
Jeff Reinert
Mayor

Dated: 4/9/12

ATTEST

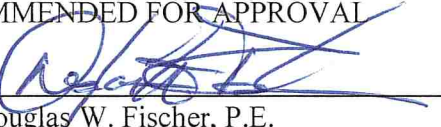
By: 
Jerry Soma
County Administrator

Dated: 5-14-12

By: 
Julie Bartel
City Clerk

Dated: 4/9/12

RECOMMENDED FOR APPROVAL

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

Dated: 5/10/12

By: _____

Dated: _____

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 5-17-12

By: _____

Dated: _____