

**JOINT POWERS AGREEMENT
FOR THE SIGNAL RECONSTRUCTION AT COUNTY STATE AID HIGHWAY 1
(EAST RIVER ROAD) AND COUNTY STATE AID HIGHWAY 6 (MISSISSIPPI STREET)
IN THE CITY OF FRIDLEY, MN
(SAP 002-601-048, SAP 127-020-030)**

THIS AGREEMENT is made and entered into this 26th day of May, 2017 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 Fridley, 6431 University Avenue NE, Fridley, 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 reconstruct the signal at County State Aid Highway 1 (East River Road) and County State Aid Highway 6 (Mississippi Street) and,

WHEREAS, said parties mutually agree that the signal at County State Aid Highway 1 (CSAH 1) and County State Aid Highway 6 (CSAH 6) is in need of reconstruction; and,

WHEREAS, the County has prepared preliminary design plans for the signal reconstruction at CSAH 1 and CSAH 6 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 1 and CSAH 6 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 traffic control system and pedestrian ramps at the intersection of CSAH 1 (East River Road) and CSAH 6 (Mississippi Street) as described in the plans and specifications. The County project number is SAP 002-601-048 and the City project number is SAP 127-020-030. 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. 002-601-048 at the intersection of CSAH 1 and CSAH 6 is in the best interest of the

traveling public and that the Preliminary Plan as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" preliminary plan dated April 7, 2017 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" preliminary plan 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 002-601-048, in conformance with proposed engineering plans and specifications.

IMPROVEMENTS:

It is agreed by the parties that in 2017, the traffic signal system at CSAH 1 and CSAH 6/Mississippi Way will be reconstructed to the extent shown in "Exhibit A". Improvements include, but are not limited to: traffic signal reconstruction and ADA compliant pedestrian ramps.

INTERSECTIONS:

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

CSAH 1 / CSAH 6: 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. 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" preliminary plan 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:

The parties agree that the existing traffic control signal system at the CSAH 1 and CSAH 6 intersection will be reconstructed with this project. The parties agree that the cost of the reconstruction of this signal shall be standard County cost share; with 100% of the EVP reconstruction cost to the City; and 62.5% of the traffic signal cost to the City and 37.5% of the traffic signal cost to the County.

SIDEWALK:

The parties agree that all proposed sidewalk construction is replacing existing sidewalk. This work is the County's cost since it is replacement of existing sidewalk.

The parties understand that the cost for the sidewalk includes: concrete surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment.

The parties agree that the County also pays for the design of the sidewalk, the additional right of way and easements required to construct the sidewalk at the proper location, and any removal items required to construct the sidewalk.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 1 and CSAH 6 will be open to thru traffic and controlled with an all-way stop 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.

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 Mississippi WMO, 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. 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 \$447,304.00. The total estimated construction cost to the City is \$192,991.00. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$192,991.00. The estimated cost to the City for construction engineering is \$15,439.28. In summary, the total City share of this project is \$208,430.28 (includes construction and construction engineering costs). (see summary below).

*(\$192,991.00+ \$15,439.28 = \$208,430.28)

The internally illuminated street sign is an alternative bid and if accepted the cost of that item will be added to the City's cost. The estimated cost of the internally illuminated street sign is \$14,000.

Upon award of the contract the City shall pay to the County, upon written request by the County, ninety-five percent (95%) of its portion of the cost of the project estimated at \$208,430.28. Prior to billing, this estimate will be updated by the County to reflect the actual construction costs. 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 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. 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 of Fridley shall at their sole expense, install and cause the installation of an adequate electrical power source to the service cabinet for the CSAH 1/CSAH 6 traffic control signal system including any necessary extension of power lines. The City of Fridley 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 of Fridley.

X. MAINTENANCE

- A. Maintenance of the 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.
- B. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- C. Maintenance of the completed traffic control signals and signal equipment at the CSAH 1/CSAH 6 intersection shall be the sole obligation of the County.

- D. 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.
- E. Painting of the traffic signals shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
- F. Timing of the completed traffic control signals shall be determined by the County.
- G. Only the County shall have access to the controller cabinets.
- H. The traffic control signals shall be the property of the County.
- I. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- J. All maintenance of the EVP Systems at the CSAH 1/CSAH 6/Grant Street intersection shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- K. 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.
- L. Malfunctions of the EVP Systems shall be immediately reported to the County.
- M. All timing of said EVP Systems shall be determined by the County.
- N. 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 Manager of Fridley, 6431 University Avenue NE, Fridley, MN 55432, on behalf of the City.

XII. INDEMNIFICATION

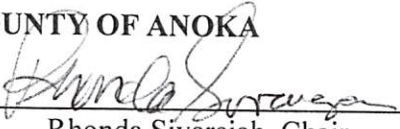
The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

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.

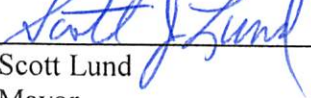
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: 
Rhonda Sivarajah, Chair
Board of Commissioners

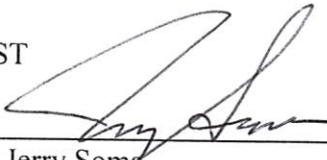
Dated: 5-26-17

CITY OF FRIDLEY

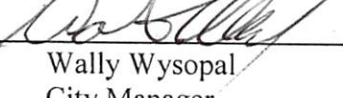
By: 
Scott Lund
Mayor

Dated: 4/24/17

ATTEST

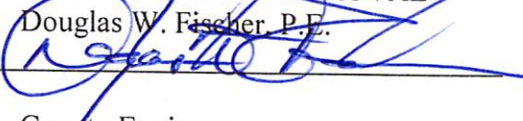
By: 
Jerry Soma
County Administrator

Dated: 5-26-17

By: 
Wally Wysopal
City Manager

Dated: 4/24/17

RECOMMENDED FOR APPROVAL

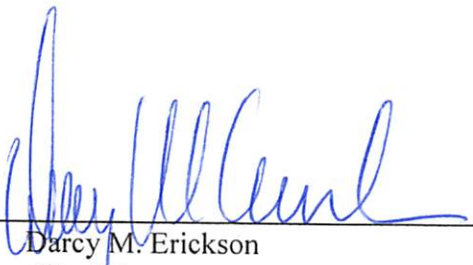
Douglas W. Fischer, P.E.
By: 
County Engineer

Dated: 5/25/17

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 5/30/17

By: 
Darcy M. Erickson
City Attorney

Dated: 4/24/17

Estimated Costs and Quantities
 CSAH 1 at CSAH 6-Mississippi Street NE
 Fridley, Minnesota (Anoka County)
 Prepared by JMG (SEH) on April 6, 2017

BASE BID Item No.	Item	Unit	Estimated Quantity	Estimated Unit Cost	Estimated Total Cost	SAP 002-601-048 Quantity	SAP 002-601-048 Est. Cost	SAP 127-020-030 Quantity	SAP 127-020-030 Est. Cost	Non Participating Quantity	Non Participating Cost
2102.501	Pavement Marking Removal	Sq. Ft.	792	\$5	\$3,960	792	\$3,960				
2102.502	Pavement Marking Removal	Lin. Ft.	125	\$3	\$375	125	\$375				
2104.501	Remove Curb and Gutter	Lin. Ft.	444	\$18	\$7,992	444	\$7,992				
2104.503	Remove Concrete Walk	Sq. Ft.	2529	\$5	\$12,645	2529	\$12,645				
2104.503	Remove Bituminous Pavement	Sq. Ft.	930	\$15	\$13,950	930	\$13,950				
2104.509	Remove Signal System	Each	1	\$7,000	\$7,000	0.375	\$2,625	0.625	\$4,375		
2104.513	Sawing Bituminous Pavement	Lin. Ft.	636	\$5	\$3,180	636	\$3,180				
2104.523	Salvage Sign	Each	21	\$50	\$1,050					21	\$1,050
2231.502	Bituminous Patching Mixture	Cu. Yd.	17.4	\$500	\$8,700	17.4	\$8,700				
2521.501	6" Concrete Walk	Sq. Ft.	2766	\$12	\$33,192	2766	\$33,192				
2531.501	Concrete Curb & Gutter Design B612	Lin. Ft.	223	\$40	\$8,920	223	\$8,920				
2531.501	Concrete Curb & Gutter Design B618	Lin. Ft.	181	\$40	\$7,240	90.5	\$3,620	90.5	\$3,620		
2532.502	Concrete Curb Design V6	Lin. Ft.	112	\$50	\$5,600	56	\$2,800	56	\$2,800		
2531.618	Truncated Domes	Sq. Ft.	172	\$50	\$8,600	172	\$8,600				
2545.541	Service Cabinet	Each	1	\$8,000	\$8,000	0.375	\$3,000	0.625	\$5,000		
2563.601	Traffic Control	Lump Sum	1	\$8,000	\$8,000	0.6	\$4,800	0.4	\$3,200		
2563.602	Portable Changeable Message Sign	Each	4	\$2,500	\$10,000	2.4	\$6,000	1.6	\$4,000		
2563.610	Police Officer	Hour	12	\$75	\$900	7.2	\$540	4.8	\$360		
2564.531	Sign Panels Type C	Sq. Ft.	162	\$40	\$6,480	162	\$6,480				
2564.531	Sign Panels Type D (Signals)	Sq. Ft.	109	\$40	\$4,360	40.9	\$1,636	68.1	\$2,724		
2565.511	Traffic Control Signal System	Sig. Sys.	1	\$174,400	\$174,400	0.375	\$65,400	0.625	\$109,000		
2565.513	Emergency Vehicle Preemption System	Lump Sum	1	\$5,200	\$5,200			1	\$5,200		
2565.602	Handhole	Each	1	\$1,500	\$1,500	0.375	\$563	0.625	\$937		
2565.603	2" Non-Metallic Conduit	Lin. Ft.	600	\$15	\$9,000	225	\$3,375	375	\$5,625		
2575.602	Site Restoration	Each	4	\$1,500	\$6,000	2.4	\$3,600	1.6	\$2,400		
2582.501	Pavt Mssg Epoxy	Sq. Ft.	150	\$20	\$3,000	150	\$3,000				
2582.502	4" Solid Line Epoxy	Lin. Ft.	2030	\$1	\$2,030	2030	\$2,030				
2582.502	4" Broken Line Epoxy	Lin. Ft.	270	\$1	\$270	270	\$270				
2582.502	4" Dble Solid Line Epoxy	Lin. Ft.	200	\$1	\$200	200	\$200				
2582.502	24" Solid Line Epoxy	Lin. Ft.	125	\$10	\$1,250	125	\$1,250				
2582.503	Crosswalk Preform Thermo	Sq. Ft.	954	\$15	\$14,310	954	\$14,310				
Total Estimated Base Bid Costs					\$377,304		\$227,013		\$149,241		\$1,050
Add County Furnished Items (Cabinet/EVP)					\$70,000		\$26,250		\$43,750		\$0
Total Estimated Base Bid Project Costs					\$447,304		\$253,263		\$192,991		\$1,050
ADD ALTERNATE BID Item No.	Item	Unit	Estimated Quantity	Estimated Unit Cost	Estimated Total Cost	002-601-048 Quantity	002-601-048 Est. Cost	127-020-030 Quantity	127-020-030 Est. Cost	Non Participating Quantity	Non Participating Cost
2564.602	Internally Illuminated Sign	Each	4	\$3,500	\$14,000			4	\$14,000		

EXHIBIT "B" - COST ESTIMATE AND COST SHARES

Estimated Costs and Quantities
Traffic Control Signal System
CSAH 1 at CSAH 6 - Mississippi Street NE
Fridley, Minnesota (Anoka County)
Prepared by JMG (SEH) on February 28, 2017

Item	Estimated Quantity	Estimated Unit Cost	Estimated Total Cost
Mast Arm Pole Foundation	4	\$1,800	\$7,200
Install Traffic Signal Mast Arms and Poles	4	\$2,500	\$10,000
Luminaire-LED	4	\$750	\$3,000
3 Section Signals	10	\$500	\$5,000
4 Section Signals	8	\$600	\$4,800
Overhead Mounting Hardware	10	\$300	\$3,000
Pole Mounted Frey Bracketing	16	\$300	\$4,800
Pedestrian Indications	8	\$350	\$2,800
LED Indications	62	\$125	\$7,750
LED Countdown Timer Ped Indications	8	\$350	\$2,800
Pedestrian Push Button	8	\$200	\$1,600
Install Controller and Cabinet	1	\$2,000	\$2,000
Equipment Pad Foundation	1	\$2,500	\$2,500
PVC Handhole (metal cover)	15	\$1,200	\$18,000
2 Inch Rigid Steel Conduit	1150'	\$12	\$13,800
3 Inch Non Metallic Conduit	100'	\$15	\$1,500
3 Inch Rigid Steel Conduit	125'	\$25	\$3,125
4 Inch Non Metallic Conduit	375'	\$20	\$7,500
4 Inch Rigid Steel Conduit	200'	\$30	\$6,000
Traffic Signal Cables and Conductors	1	\$15,000	\$15,000
NMC Loop Detectors	26	\$1,000	\$26,000
Painting	1	\$3,500	\$3,500
Sub Total			\$151,675
15 Percent Markup (misc.)			\$22,725
Total Estimated Construction Cost			\$174,400
Add County Furnished Poles and Controller/Cabinet			\$65,000
Total Estimated Project Cost			\$239,400

Estimated Costs and Quantities
 Emergency Vehicle Preemption System
 CSAH 1 at CSAH 6 - Mississippi Street NE
 Prepared by JMG (SEH) on February 28, 2017

Item	Estimated Quantity	Estimated Unit Cost	Estimated Total Cost
Install One Way EVP Detector and/or Light	5	\$250	\$1,250
EVP Mounting Hardware	5	\$350	\$1,750
3/c#20 Cable	1100'	\$0.75	\$825
3/c#14 Cable	900'	\$0.75	\$675
Miscellaneous	15%		\$700
Total Estimated EVP System Costs			\$5,200
County Furnished EVP Equipment Costs			\$6,000

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*1
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%, Unless existing trail not placed at edge of RW	0%
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	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 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, 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	*3	*3
Right-of-Way	100%*4	0%
Street Lights	0%	100%
Noise Walls	100%, if not previously notified*5	100%, if previously notified*5

*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 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. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.