

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 17 (LEXINGTON AVENUE
NE) FROM 710 FEET SOUTH OF COUNTY STATE AID HIGHWAY 18 (BROADWAY AVENUE) TO
830 FEET NORTH OF COUNTY STATE AID HIGHWAY 18 (BROADWAY AVENUE)
IN THE CITIES OF HAM LAKE, MN AND COLUMBUS, MN
(SP 002-617-021, CP 2019-03)**

THIS AGREEMENT is made and entered into this 9 day of October, 2018 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 Columbus, 16319 Kettle River Blvd. NE, Columbus, MN 55025, 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 County State Aid Highway (CSAH) 17, from 710 feet south of CSAH 18 to 830 feet north of CSAH 18; and,

WHEREAS, the County has prepared design plans for the reconstruction of CSAH 17, from 710 feet south of CSAH 18 to 830 feet north of CSAH 18, in accordance with Anoka County and the Minnesota Department of Transportation (MnDOT) standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over CSAH 17; 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 making the following improvements at the intersection of CSAH 17 and CSAH 18: construct a new traffic control signal system at the intersection, shoulder widening, turn lane additions, mill and overlay the existing roadway, drainage improvements, as well as other utilities on the above-mentioned portion of CSAH 17. Said improvements are shown in the design plans. The County project number is SP 002-617-021 and the City project number is CP 2019-03. 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 said project is in the best interest of the traveling public and that the Exhibit "A" defines the design of the Project.

It is agreed that the Exhibit "A" Layout dated May 15, 2018 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 SP 002-617-021, City project number CP 2019-03.

IMPROVEMENTS:

It is agreed by the parties that in 2019, CSAH 17 will be widened with shoulder and turn lanes. Other improvements include but are not limited to: traffic signal installation at CSAH 18, left turn lane development, thru lane, shoulder construction, and mill and overlay of CSAH 17 and CSAH 18 to the extent shown in "Exhibit A".

INTERSECTIONS:

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

CSAH 17 / CSAH 18: 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. 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 a traffic control signal system at the intersection of CSAH 17 and CSAH 18 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 50% of EVP costs and 16.67% of the traffic signal cost to the City of Ham Lake, 50% of the EVP costs and 0% of the traffic signal cost to the City of Columbus, and 83.33% of the traffic signal cost to the County.

Following the construction, the ongoing traffic signal maintenance at the CSAH 17 and CSAH 18 intersection will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the Cities of Columbus and Ham Lake reimbursing the County 100% for all ongoing EVP maintenance, the Cities of Columbus and Ham Lake 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

TRAFFIC CONTROL:

The parties understand and agree that portions of CSAH 17 will be open to traffic under flagging operations during the day, but access for local traffic will be maintained 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:

The parties agree that no landscaping or streetscaping will occur on this project.

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 Coon Creek Watershed District, 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 \$838,223.35.

Federal funds available for the Project are capped at \$874,800 with 90% maximum participation level. 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 B.

The total estimated construction cost to the City is \$5,570.00 (prior to application of federal funds available). After federal funding percentage is applied, the cost to the City for their share of the construction items of the Project is \$557.00 (\$5,570, minus \$5,013.00, the federal funds available to the City).

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$5,570.00. The estimated cost to the City for construction engineering is \$445.60. In summary, the total City share of this project is \$6,015.60 (includes construction and construction engineering costs). The total cost to the city after federal funds have been applied including construction engineering is * \$1,002.60 (see summary below).

*(\$5,570.00 - \$5,013.00 + \$445.60 = \$1,002.60 , note: construction engineering costs are not federally eligible)

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 \$952.47. 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

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 Cities of Ham Lake and Columbus shall at their sole expense, install and cause the installation of an

adequate electrical power source to the service cabinet for the CSAH 17 & CSAH 18 traffic control signal system including any necessary extension of power lines. The Cities of Ham Lake and Columbus 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 Cities of Ham Lake and Columbus.

X. MAINTENANCE

- A. The County will be responsible for the maintenance of the crosswalk pavement marking for the crossings at the signalized intersection.
- B. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 17 & CSAH 18 shall be the sole obligation of the County.
- C. The County shall maintain the said 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.
- 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.

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 Columbus, 16319 Kettle River Blvd. NE, Columbus, MN 55025, 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 negligent 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.

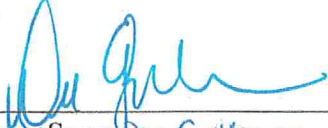
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: 
Rhonda Sivarajah, Chair
Board of Commissioners

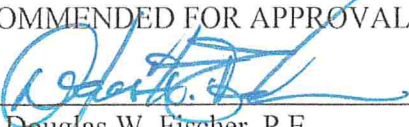
Dated: 10-9-18

ATTEST

By: 
Jerry Soma, ~~Deputy~~ Deputy County Administrator

Dated: 10/9/18

RECOMMENDED FOR APPROVAL

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

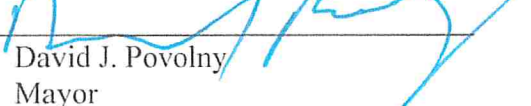
Dated: 9/25/18

APPROVED AS TO FORM

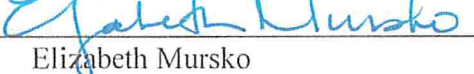
By: 
Dan Klint
Assistant County Attorney

Dated: 10-11-18


CITY OF COLUMBUS

By: 
David J. Povolny
Mayor

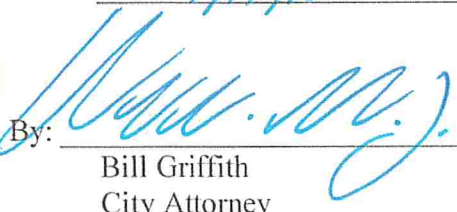
Dated: 9.12.18

By: 
Elizabeth Mursko
City Administrator

Dated: 9.13.18

By: 
Dennis Postler, P.E.
City Engineer

Dated: 9/14/18

By: 
Bill Griffith
City Attorney

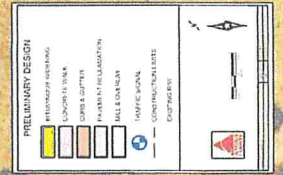
Dated: 9/24/18

SP 002-817-021
SIGNAL INSTALLATION AND TURN LANE ADDITION
@ LEXINGTON AVE / BROADWAY AVE

EXHIBIT "A"
MAY 15, 2018

CITY OF HAM LAKE

CITY OF COLUMBUS



Jane Rose

From: Joe J. MacPherson
Sent: Friday, July 19, 2019 11:07 AM
To: Jane Rose
Subject: FW: Maintenance Costs/Responsibilities Associated with CSAH 17/18 Signal JPAs
Attachments: CSAH 17-18 Signal Diagram.pdf

Here is a the summary of my conversation with the cities regarding the CSAH 17 and 18 signal.

Let me know if you have any questions or comments.

Sincerely,

Joe MacPherson

From: Joe J. MacPherson
Sent: Tuesday, September 25, 2018 3:11 PM
To: Elizabeth Mursko <cityadministrator@ci.columbus.mn.us>; Tom Collins <TCollins@rfcengineering.com>; Dennis Postler (dennis.postler@tkda.com) <dennis.postler@tkda.com>
Cc: Jane Rose (Jane.Rose@co.anoka.mn.us) <Jane.Rose@co.anoka.mn.us>; Elizabeth Markose <Elizabeth.Markose@co.anoka.mn.us>; Jason Orcutt <Jason.Orcutt@co.anoka.mn.us>
Subject: Maintenance Costs/Responsibilities Associated with CSAH 17/18 Signal JPAs

Good afternoon,

I want to thank each of you for taking the time to work together and discuss the maintenance responsibilities for the new signal system.

Per our conversation yesterday afternoon, the following is a summary on the maintenance responsibilities/costs associated with the CSAH 17/18 Signal Project JPAs:

- Power Source for Signal:
 - Based on our discussion, the city who's jurisdiction the cabinet ends up being located in will initiate the installation of a power source for the signal.
 - Each city will be responsible for 50% of the power service costs.
 - Per the attached plan sheet, the power service will likely be located in the SE quadrant of the intersection. Thus, the city of Columbus will initiate the power service installation. Columbus will invoice the city of Ham Lake for their half of the costs at regular intervals.
 - If you have any questions related to this item, please contact Jane Rose.
- Maintenance of EVP system:
 - Per our discussion, each city will be responsible for 50% of the EVP maintenance costs
 - The County will handle operation and maintenance of the system, and invoice each city accordingly.
 - The costs will be reflected in the quarterly billings from Anoka County
- Maintenance of Luminaires/Fixtures/Luminaire poles:
 - Per our discussion, each city will be responsible for 50% of the lighting maintenance costs
 - I discussed this item in more detail with Jane today, and typically the city will contract with a contractor (e.g. Forest Lake or Egan) to complete any necessary luminaire related replacements/repairs. Last year, Anoka County's crews were able to help a few communities out and replaced a few luminaires then invoice the community for the work; but it depends on the department's workload and timing. Since

the city of Columbus already has a contract with Forest Lake Contracting, it may be easier to add that signal to the contract and split the costs.

- With the county adjusting their signal standards to all galvanized signal poles and luminaire poles, painting shouldn't be an issue in the future.
- Also, as discussed at the meeting, each city will have one luminaire to insure. (see light locations highlighted in orange on the attachment)

If you have any questions or comments, don't hesitate to contact me.

Sincerely,

Joe MacPherson, P.E.
Assistant County Engineer

Anoka County Transportation Division
Highway-Transit-Surveyor-GIS-Fleet
1440 Bunker Lake Boulevard NW
Andover, MN 55304
www.anokacounty.us

Direct: 763-324-3199
Fax: 763-324-3020

Our passion is your safe way home!

