

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF LEXINGTON AVENUE NE FROM 510 FEET SOUTH OF
169 TH LANE TO 580 FEET NORTH OF CROSSTOWN BOULEVARD NE
IN THE CITY OF HAM LAKE, MN
(SP 02-617-20 AND SAP 197-020-003)**

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 Ham Lake, 15544 Central Avenue NE, Ham Lake, MN 55304, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct Lexington Avenue NE from 510 feet south of 169th Lane to 580 feet north Crosstown Boulevard NE and,

WHEREAS, said parties mutually agree that Lexington Avenue NE from 510 feet south of 169th Lane to 580 feet north of Crosstown Boulevard NE is in need of reconstruction; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of Lexington Avenue NE between 510 feet south of 169th Lane to 580 feet north of Crosstown Boulevard NE 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 Lexington Avenue NE between 510 feet south of 169th Lane to 580 feet north of Crosstown Boulevard NE 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 constructing a new traffic control signal system at the intersection of Lexington Avenue NE and Crosstown Boulevard NE, reconstructing the roadway, drainage, as well as other utilities on a portion of Lexington Avenue NE between 510 feet south of 169th Lane to 580 feet north of Crosstown Boulevard NE as described in the preliminary design plans. The County project number for the reconstruction is SP 002-617-020; the City project number is SAP 197-020-003 (hereinafter referred to as "Project") on file in the office of the Anoka County Highway Department and incorporated herein by reference. 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 the Project from 510 feet south of 169th Lane to 580 feet north of Crosstown Boulevard NE 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 included with email dated November 8, 2012 is approved 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 002-617-020; the City project number is SP 197-020-003 in conformance with proposed engineering plans and specifications.

III. IMPROVEMENTS:

It is agreed by the parties that in 2013 Lexington Avenue NE will be widened with shoulder and turn lanes. Improvements include but are not limited to: traffic signal installation at Crosstown Boulevard NE, left turn lane, bypass lane, right turn lanes, thru lane, shoulder, and mill and overlay of Lexington Ave and Crosstown Blvd. The costs of these improvements have been estimated for this agreement and will be finalized after bids have been received. These costs will be shared by the County and the City.

IV. INTERSECTIONS:

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

Lexington Avenue /169th Lane NE: Full Access Intersection

Lexington Avenue /170th Lane NE: Full Access Intersection

Lexington Avenue/Crosstown Boulevard: Full Access Intersection with traffic signal

V. 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" 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.

All city owned easements located within the boundaries of the new right-of-way acquisition shall continue to exist in favor of both the City and the County, although the County shall have the exclusive custodianship of such easements during the construction period. For any parcel upon which there is an existing residence, garage or other building, the County shall measure the distance between the nearest

point of the structure nearest the new right-of-way line, and report such distances to the City for the purpose of identifying any future non-conforming uses resulting from the project.

VI. TRAFFIC SIGNALS:

The parties agree that a traffic control signal system at the Lexington Avenue NE and Crosstown Boulevard NE intersection will be constructed with this project, pending State and Federal approvals. The parties agree that the cost of the construction of this signal pending the availability of Federal funding shall be standard County cost share, with 100% of the EVP costs and 50% of the traffic signal cost to the City, and 50% of the traffic signal cost to the County.

VII. TRAFFIC CONTROL:

The parties understand and agree that Lexington Avenue NE will be closed to thru traffic during construction, but will always be open to local traffic. 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.

VIII. DRIVEWAYS:

The parties agree that all driveways affected 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.

IX. 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 or split between the requesting Cities. All construction documents must be submitted to the County by January 1, 2013. Maintenance of any landscaping/streetscaping will be the sole responsibility of the City.

X. 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.)

XI. 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 costs" are good faith projections of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the total project is **\$590,185.60**. Federal funds available for the Project are capped at \$459,000. 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 **\$106,800.00** (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 **\$23,550.00** (**\$106,800.00** minus **\$83,250.00**, 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 **\$106,800.00**. The estimated cost to the City for construction engineering is **\$8,544.00**. In summary, the total City share of this project is **\$115,344.00** (includes construction and construction engineering costs). The total cost to the City after federal funds have been applied is ***\$32,094.00 (see summary below)**.

***(\$106,800.00 – \$83,250.00 + \$8,544.00 = \$32,094.00. 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 **\$30,489.30**. 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.

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.

XII. TERM

This Agreement shall continue until terminated as provided hereinafter.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. SIGNALIZATION POWER

The City shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the Lexington Avenue NE / Crosstown Boulevard NE 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.

XVIII. MAINTENANCE

- A. Maintenance of all sidewalks, including snow plowing, shall be the sole responsibility of the City.
- B. Maintenance of the 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 new traffic control signal system.
- C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- D. Maintenance of the completed traffic control signal and signal equipment at the intersection of Lexington Avenue NE / Crosstown Boulevard NE shall be the sole obligation of the County.
- E. 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.
 1. 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.
 2. Timing of the traffic signal shall be determined by the County.
 3. Only the County shall have access to the controller cabinet.
 4. The traffic control signal system shall be the property of the County.

5. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
6. All maintenance of the EVP System at the intersection of CSAH 17/CSAH 18 shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
7. 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.
8. Malfunctions of the EVP System shall be immediately reported to the County.
9. All timing of said EVP System shall be determined by the County.
10. 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.

XIX. 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 the City of Ham Lake, 15544 Central Avenue NE, Ham Lake, MN 55304, on behalf of the City.

XX. INDEMNIFICATION

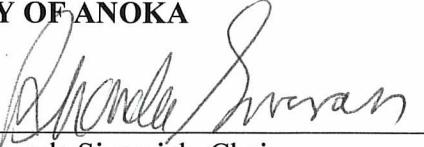
The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XXI. 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.

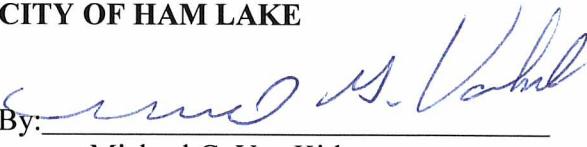
COUNTY OF ANOKA

By: 

Rhonda Sivarajah, Chair
Board of Commissioners

Dated: 3-6-13

CITY OF HAM LAKE

By: 

Michael G. Van Kirk
Mayor

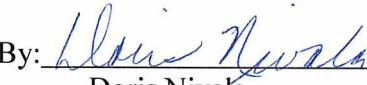
Dated: 1/22/13

ATTEST

By: 

Jerry Soma
County Administrator

Dated: 3-6-13

By: 

Doris Nivala
City Administrator

Dated: 1/22/13

RECOMMENDED FOR APPROVAL

By: 

Douglas W. Fischer, P.E.
County Engineer

Dated: 3/1/13

APPROVED AS TO FORM

By: 

Dan Klint
Assistant County Attorney

Dated: 3-20-13

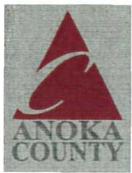


EXHIBIT "C"

COST-SHARING AGREEMENT FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY USING FEDERAL, COUNTY STATE AID FUNDS AND/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 R/W	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% ^{*5}	0% ^{*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 If previously notified, the City shall be responsible for future noise wall maintenance. 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. The County shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, then the requesting agency will pay the additional cost above the cost of standard noise wall. Furthermore, should an agency request a noise wall to be built where not required by the applicable federal or state standard, the entire cost of the wall shall be borne by the requesting agency.