

**JOINT POWERS AGREEMENT
FOR THE REHABILITATION OF CSAH 8 (OSBORNE ROAD NE)
FROM TH 47 (UNIVERSITY AVENUE) TO TH 65
IN THE CITIES OF SPRING LAKE PARK AND FRIDLEY, MN
(SP 002-608-012)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 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, 7071 University Avenue, 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 rehabilitate CSAH 8 (Osborne Road NE) from TH 47 (University Avenue NE) to TH 65; and,

WHEREAS, said parties mutually agree that CSAH 8 (Osborne Road NE) from TH 47 (University Avenue NE) to TH 65 is in need of rehabilitation; and,

WHEREAS, the County has prepared preliminary design plans for the rehabilitation of CSAH 8 (Osborne Road NE) from TH 47 (University Avenue NE) to TH 65 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 8 (Osborne Road NE) from TH 47 (University Avenue NE) to TH 65 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 rehabilitating the bituminous surfacing, drainage system, bituminous trail, and traffic control systems as well as other utility improvements on CSAH 8 from TH 47 (University Avenue NE) to TH 65 as described in the preliminary design plans. The County project number for the reconstruction is SP 002-608-012. 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 Preliminary Layout as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated October 16, 2019 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 002-608-012, in conformance with proposed engineering plans and specifications.

IMPROVEMENTS:

It is agreed by the parties that in 2020, the existing 4-lane undivided roadway will be converted to a three-lane section with a two-way left-turn lane, shoulders, and enhanced pedestrian crossings. Other improvements include but are not limited to enhanced pedestrian crossings with a center median refuge area and pedestrian actuated crossing signals, replacement of the existing bituminous multiuse trail surface, and a mill and overlay of CSAH 8 to the extent shown in "Exhibit A". 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, the City of Spring Lake Park, and the City of Fridley.

INTERSECTIONS:

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

CSAH 8 (Osborne Road) / Mercy Unity Hospital Main Entrance: Modify existing traffic control signal system to accommodate 3-lane section
CSAH 8 (Osborne Road) / Monroe Street: Remove all-way stop-control and revise to side-street stop-control
CSAH 8 (Osborne Road) / Able Street: Remove all-way stop-control and revise to side-street stop-control

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.

TRAFFIC SIGNALS:

The existing traffic control signal system at the Mercy-Unity Hospital main entrance will remain in place. Costs associated with revising the signal system to accommodate the bituminous pavement rehabilitation or 3-lane roadway layout will be the County's responsibility.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 8 is currently proposed to be open to thru-traffic during construction except for miscellaneous short-term closures and will always be open to emergency vehicles and 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.

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 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 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 May 29, 2020. Maintenance of any landscaping/streetscaping will be the sole responsibility of the city.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations, as those will be determined during later stages of the design process. The City will be responsible for the design of any sanitary sewer and water main improvements and/or relocations due to road reconstruction, which will be incorporated into the project bid documents.

The cost of the design of these features shall be the responsibility of the City. In areas where relocations are solely due to the road reconstruction federal funds shall be applied. The City's design of the sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities and cost. All construction documents must be submitted to the County by May 29, 2020.

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 \$1,800,000. Federal funds available for the Project are capped at \$1,782,290. 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 \$0.00 (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 \$0.00

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$0.00. The estimated cost to the City for construction engineering is \$0.00. In summary, the total City share of this project is \$0.00 (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 \$0.00. 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.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution 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 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. MAINTENANCE

- A. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), and detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.

- B. 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 of Osborne Road. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all city streets.
- C. Maintenance of streetlights and cost of electrical power to the streetlights south of Osborne Road shall be the sole obligation of the City. The City will be responsible for long-term maintenance and replacement of the complete street light system including items such as: poles, fixtures, luminaires, and control cabinets.
- 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 signal 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 signal 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 Cities of Spring Lake Park and Fridley shall be responsible for maintenance of the luminaires, luminaire relamping, and luminaire painting.
- J. All maintenance of the EVP System shall be completed by the County. The Cities of Spring Lake Park and Fridley 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 §169.011, 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.
- L. Malfunctions of the EVP System shall be immediately reported to the County.
- M. All timing of said EVP System shall be determined by the County.
- N. 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.

X. 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, 7071 University Avenue, Fridley, 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 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.

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.

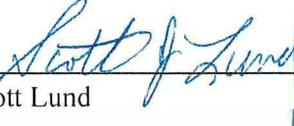
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

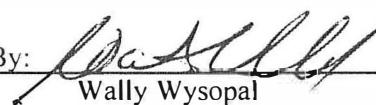
By: _____
Rhonda Sivarajah
County Administrator

Dated: _____

CITY OF FRIDLEY

By: 
Scott Lund
Mayor

Dated: _____

By: 
Wally Wysopal
City Manager

Dated: 6-8-20

RECOMMENDED FOR APPROVAL:

By: _____
Joseph MacPherson, P.E.
County Engineer

Dated: _____

James

By: **Kosluchar**

Digitally signed by James
Kosluchar
Date: 2020.06.23 13:12:32
-05'00'

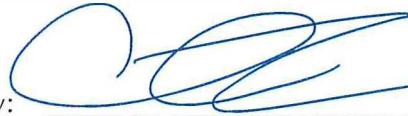
James Kosluchar
Public Works Director/City Engineer

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine Carney
Assistant County Attorney

Dated: _____

By: 
Andrew M. Biggerstaff
City Attorney

Dated: 24 June 2020

EXHIBIT "A"

Layout

MATCHLINE 117+60

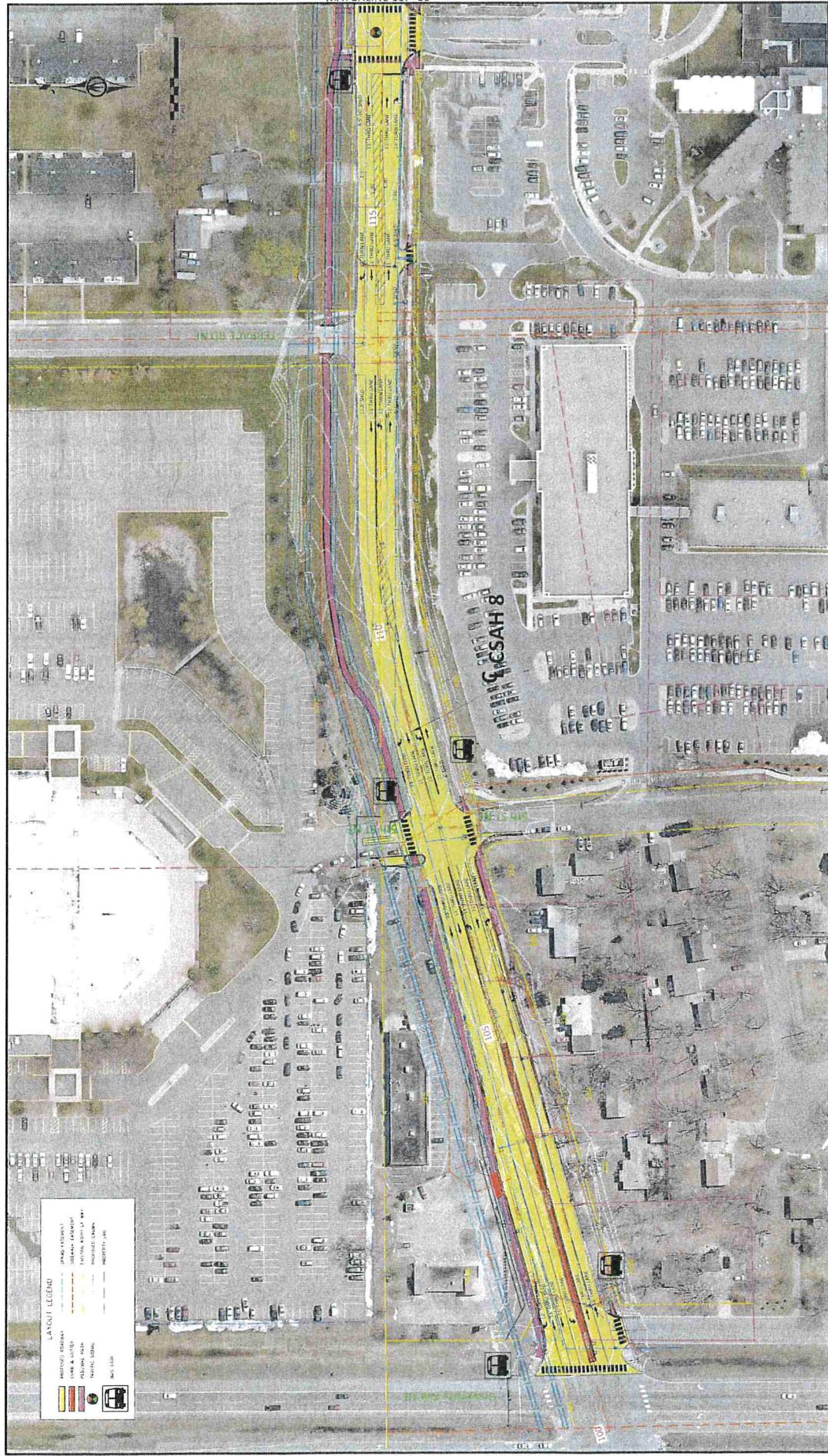


EXHIBIT A
CSAH 8 (OSBORNE RD NE) IMPROVEMENTS LAYOUT
SP 002-608-012
P. 1/3



**BOLTON
& MENK**



Real People. Real Solutions.

DRAFT
04/24/2020

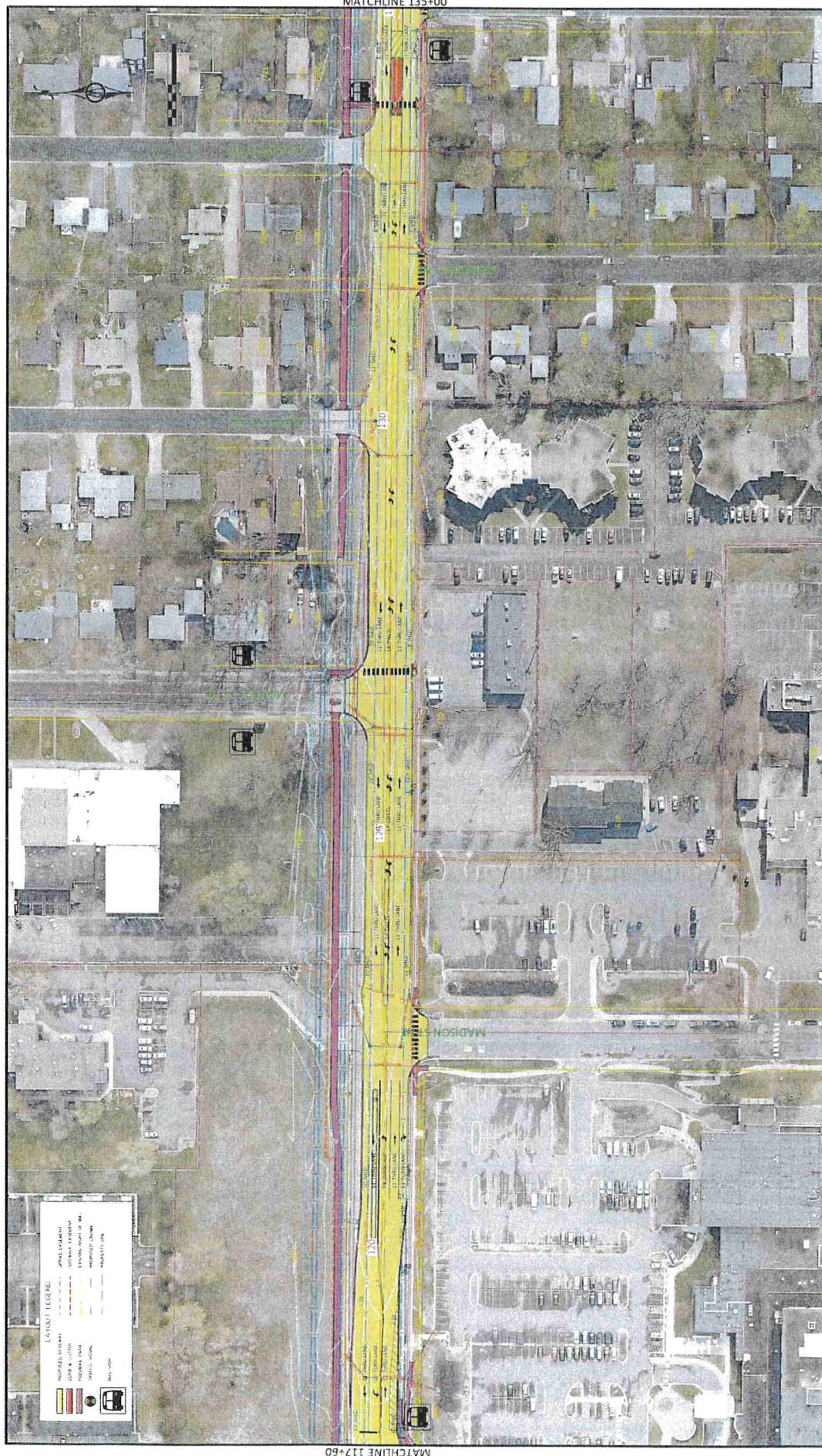


EXHIBIT A
CSAH 8 (OSBORNE RD NE) IMPROVEMENTS LAYOUT
SP 002-608-012
P. 2/3



**BOLTON
& MENK**

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DRAFT
04/24/2020

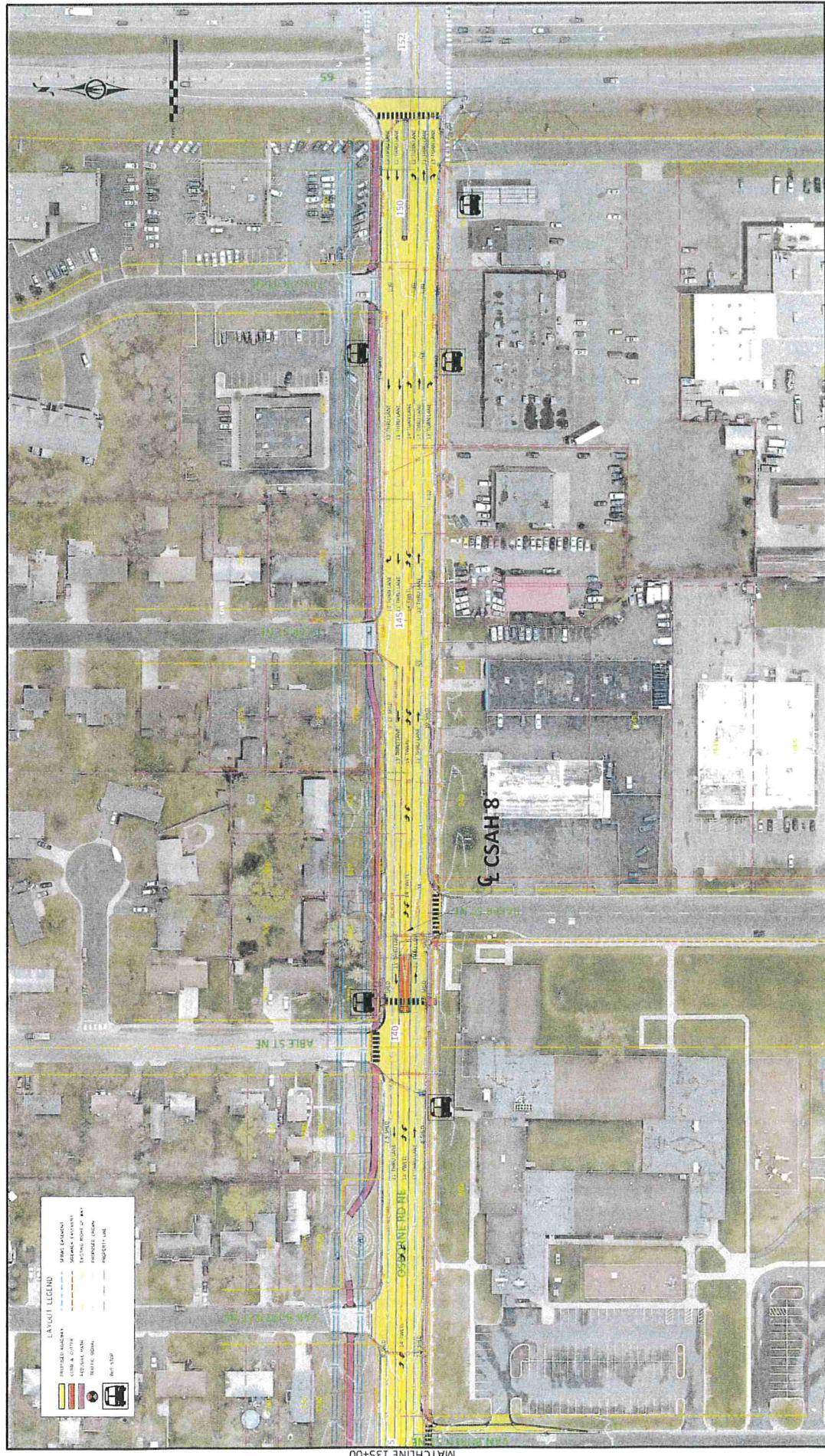


EXHIBIT A
CSAH 8 (OSBORNE RD NE) IMPROVEMENTS LAYOUT
SP 002-608-012
P. 3/3



**BOLTON
& MENK**



Real People. Real Solutions.

DRAFT
04/24/2020

EXHIBIT "B"

Cost Distribution Spreadsheet

Exhibit B

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4/27/2020

Exhibit B

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4/27/2020

4/27/2020 AutoCAD PDF (Smallplate File).pdf

WHEREAS CERTAIN TOWNS, TOWNSHIPS,
OR OTHER MUNICIPAL CORPORATIONS
ENCLAVE UNDER THE LAWS OF
CONY L. CHRISTENSEN
SAYING

H:\AKC01\TA3118096\CAU\CT01\plans\Misc\118096
4/27/2020

EXHIBIT "C"

FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median and Center Island 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 (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, replacement (communities larger than 5,000) w/ State Aid approved SJR	the cost of its legs of the intersection	the cost of its 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.