

**JOINT POWERS AGREEMENT
FOR THE SIGNALIZATION OF COUNTY STATE AID HIGHWAY 5
AT 170th AVENUE NW
IN THE CITY OF RAMSEY, MN**

THIS AGREEMENT is made and entered into this ___ day of _____, 2019 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", the City of Ramsey, 7550 Sunwood Drive, NW, Ramsey, MN 55303, hereinafter referred to as "City", and the Anoka-Hennepin Independent School District No. 11, 2727 N Ferry St, Anoka MN 55303, hereinafter referred to as "ISD 11".

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) 5 from 1,000 feet south of 170th Avenue NW to 1,000 feet north of 170th Avenue NW as well as construct a new traffic control signal system at the intersection of CSAH 5 and 170th Avenue NW, hereinafter referred to as "Project"; and,

WHEREAS, ISD 11 has prepared construction plans, specifications, and other necessary project documents for the Project; and,

WHEREAS, Anoka County has jurisdiction over CSAH 5 and the Project will take place within the city of Ramsey; 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 a portion of CSAH 5, including roadway, drainage, and trail improvements, and the construction of a new traffic control signal system at 170th Avenue NW; as described in the Project plans. 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 that construction of the 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 5/20/2019 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.

II. METHOD

The ISD 11 shall undertake construction of the Project.

IMPROVEMENTS:

Improvements include but are not limited to: construction of a new traffic control signal system at the intersection of CSAH 5 / 170th Avenue NW, right and left turn lane construction on CSAH 5, shoulder modifications, bituminous trail modifications, and pedestrian curb ramps.

INTERSECTIONS:

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

CSAH 5 / 170th Avenue NW: Installation of a new traffic control signal system, ADA accommodations, left and right turn lane construction on CSAH 5, construction of new school access, and associated improvements/modifications to existing 170th Avenue NW.

RIGHT OF WAY:

No additional ROW acquisition is expected along CSAH 5.

TRAFFIC SIGNALS:

The parties agree that a new traffic control signal system will be constructed at the intersection of CSAH 5 and 170th Avenue NW with this project.

The following items will be furnished by the County to ISD 11, subject to reimbursement as addressed herein, for inclusion in the Project:

1. One (1) traffic signal cabinet complete with an actuated controller unit, all required signal control equipment, eight (8) sets of anchor rods, nuts and washers and one (1) 4-section rubber gasket set for mounting the new traffic signal cabinet.
2. Four (4) one-way EVP detectors, four (4) one-way LED EVP confirmation lights, and one (1) EVP controller cabinet phase selector card.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 5 will not be closed to thru traffic during construction and access for local traffic will be maintained during construction. The parties agree and understand the cost for traffic control shall be the responsibility of ISD 11.

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. ISD 11 will be responsible for coordinating the relocation of any private utilities with the project area.

PERMITS:

The parties agree that ISD 11 will secure all necessary permits for this Project. ISD 11 agrees to coordinate with the County and City in securing the permits required by the Local WMO, city permits, as well as any other permits that may be required. The County and City shall inform the ISD 11 of any agency ordinances or regulations that affect construction known to the County or the City at the time of the signing of this JPA (e.g. setbacks, tree clearing ordinances, or any other city ordinances).

III. COSTS

Except as otherwise provided herein, construction and engineering costs for the Project are the sole responsibility of ISD 11.

The estimated cost of the materials furnished by the County to ISD 11 described in Part II (Traffic Signals) is \$30,000. Actual costs will be determined once the County furnished cabinet is constructed and fully operational. An updated cost estimate shall be provided to ISD 11 at the time of billing. These costs shall be reimbursed to the County by ISD 11.

IV. TERM

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, City, or ISD 11 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 ISD 11 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 any party. Prior to ISD 11 payment to the County, Anoka County shall provide the ISD 11 a copy of all invoices and cost documentation to assist the ISD 11 in their application for funding/reimbursement as necessary.

VIII. SIGNALIZATION POWER

The ISD 11 shall at their sole expense, install and cause the installation of an adequate electrical power source to the service cabinet for the previously mentioned CSAH 5 / 170th Avenue NW traffic control signal system including any necessary extension of power lines. To facilitate the new signal system electrical service installation/activation, the City shall assist ISD 11 with the new electrical service request. Upon completion of said traffic control signal installations, the ongoing cost of the electrical power to the signals shall be the sole cost and expense of the City.

IX. MAINTENANCE

- A. Maintenance of the bituminous trail on the west side of CSAH 5 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. The City shall be responsible for long-term maintenance, such as bituminous overlays, crack sealing and replacement. Trail signage will be provided by and maintained by the City.
- B. Maintenance of crosswalk pavement markings shall be the responsibility of the City, the County, and ISD 11. The County will be responsible for the maintenance of the crosswalk pavement marking for the crossings on CSAH 5. The City will be responsible for all crosswalk pavement markings on 170th Avenue NW. ISD 11 will be responsible for all crosswalk pavement markings on their access east of 170th Avenue NW.
- C. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 5 and 170th Avenue NW shall be performed by the County on a 100% reimbursable basis with the City billed quarterly for 100% of all incurred costs.
- 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 on a 100% reimbursable basis with the City billed quarterly for 100% of all incurred costs.
- E. Maintenance of the galvanized coating on the traffic signal system poles and mast arms shall be the sole obligation of the City. 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 City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- J. 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.
- 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.

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, the City Administrator of Ramsey, 7550 Sunwood Drive, NW, Ramsey, MN 55303, on behalf of the City, and the ISD 11 School Board Chair, 2727 N Ferry Street, Anoka, MN 55303, on behalf of ISD 11.

XII. INDEMNIFICATION

To the extent allowed by law, the City, ISD 11, 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 any 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.

XXIII. 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

CITY OF RAMSEY

By: _____
Jerry Soma
County Administrator

By: _____
John LeTourneau
Mayor

Dated: _____

Dated: _____

By: _____
Kurt Ulrich
City Administrator

Dated: _____

RECOMMENDED FOR APPROVAL:

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

By: _____
Bruce Westby, P.E.
City Engineer

Dated: _____

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine Carney
Assistant County Attorney

By: _____
Joseph J. Langel
City Attorney

Dated: _____

Dated: _____

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11

By: _____
Tom Heidemann
School Board Chair

Dated: _____

By: _____
Jeff Simon
School Board Clerk

Dated: _____

EXHIBIT "A"

Layout