



To: MAYOR AND COUNCIL

Agenda Item #: IV. E.

From: Chad A. Millner, PE, Director of Engineering

Action

Discussion

Date: May 6, 2015

Information

Subject: Resolution No. 2015-44 Joint Powers Agreement with Edina Public School for the Countryside H Neighborhood Improvement Project

Action Requested:

Approve Resolution No. 2015-44 authorizing Mayor and City Manager to sign attached joint powers agreement with Independent School District 273 for sidewalk improvements at Countryside Elementary School in the Countryside H Neighborhood Improvement Project area.

Information / Background:

This joint powers agreement details the responsibilities of each party for sidewalk improvements at Countryside Elementary School in the Countryside H Neighborhood Improvement Project area. The project includes significant sidewalk improvements adjacent to the school as part of the city council approved "Active Routes to School" plan.

Staff from each organization met on several occasions and the District agreed it would provide an easement adjacent to Countryside Elementary School, along the east side of Arbour Avenue allowing us to include a wide boulevard to increase pedestrian safety and save a row of substantial boulevard trees. With the city council ordering the installation of the sidewalk along Benton Avenue at the Dec. 9, 2014, public hearing, staff found it necessary to obtain a second easement from the District at the southwest corner of Benton Avenue and Tracey Avenue in order to adequately align the planned Benton Avenue sidewalk with the existing sidewalk in place on Tracy Avenue.

In recognition of the value of the easements, a cost sharing agreement was established between the parties. In total, the bid prices associated with the Countryside Elementary School Sidewalks is \$65,315.09. The City will contribute \$15,539.44 from the Pedestrian and Cyclist Safety funds to these sidewalks and the District's contribution is \$49,775.65.

Additionally, in order to have the City's contractor conduct work on the District's property, the agreement includes a temporary construction easement for this purpose.

Staff believes that the final sidewalk project developed in negotiations with District staff is superior to stand alone designs and will benefit students making their way to Countryside Elementary School and beyond.

Staff believes the cost contributions to the District are fair in value to the level of benefit the easements provide as related to public safety and sidewalk system functionality.

District staff has already executed the agreement.

Attachments:

Resolution No. 2015-44
Joint Powers Agreement



**RESOLUTION NO. 2015-44
APPROVING CITY OF EDINA
AND
INDEPENDENT SCHOOL DISTRICT NO. 273
JOINT POWERS AGREEMENT FOR
SIDEWALK IMPROVEMENTS**

WHEREAS, as part of the Countryside H Neighborhood Reconstruction project, public sidewalk improvement will be made by the City; and

WHEREAS, the District has asked the City to improve sidewalks on the school property owned by the District in conjunction with the City's improvement of public sidewalk;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EDINA, MINNESOTA, that the City Council of the City of Edina hereby approves the Joint Powers Agreement between the City of Edina and Independent School District 273 for the improvement of sidewalks.

Dated: May 6, 2015

Attest: _____
Debra A. Mangen

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of May 6, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 20____.

City Clerk

JOINT POWERS AGREEMENT

AGREEMENT made this _____ day of _____, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City"), and **INDEPENDENT SCHOOL DISTRICT NO. 273 (EDINA)**, an independent school district created and existing under the laws of the State of Minnesota ("District").

RECITALS

A. As part of the Countryside H Neighborhood Reconstruction Project, public sidewalk improvements will be made by the City.

B. The District has asked the City to improve sidewalks on the School Property owned by the District as identified on the attached Exhibit "A" ("District sidewalks") in conjunction with the City's improvement of public sidewalks.

C. Minn. Stat. § 471.15, et seq., authorizes the City and District to enter into a joint powers agreement to install and pay for the sidewalks.

NOW, THEREFORE, the parties agree as follows:

1. Improvements. If the City receives satisfactory bids and awards a contract for construction of the public sidewalks, the City shall also have the District sidewalks constructed. The District hereby grants the city a temporary construction easement over the district sidewalks and adjacent area to construct the District sidewalks. The temporary easement will end upon completion of the construction work.

2. Payment. Upon completion of the District sidewalks the District shall pay the City \$49,777.65 within thirty days of receipt of an invoice from the city.

3. Indemnification. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other

applicable law govern the parties' liability. To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a (a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

THIS AGREEMENT is executed by the parties hereto the day and year first above written.

CITY OF EDINA

BY: _____
James Hovland, Mayor

BY: _____
Scott Neal, City Manager

**INDEPENDENT SCHOOL DISTRICT
NO. 273**

BY: Margot M. Bauck
Name: MARGOT M. BAUCK
Title: DIR. OF BUSINESS SVC

EXHIBIT "A"

