

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 14
(MAIN STREET/125th AVENUE NE) BETWEEN CRANE STREET AND ULYSSES STREET
IN THE CITIES OF COON RAPIDS, MN AND BLAINE, MN
(SP 02-614-34, 106-020-030)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 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 Blaine, 10801 Town Square Drive, Blaine, MN 55449, 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 14 (Main Street/125th Avenue NE) from Crane Street to Ulysses Street and,

WHEREAS, said parties mutually agree that County State Aid Highway 14 between Crane Street and Ulysses Street is in need of reconstruction; and,

WHEREAS, the County has contracted for Design-Build services for the design and construction of County State Aid Highway 14 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 County State Aid Highway 14 between Crane Street and Ulysses Street 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 reconstructing the roadway, drainage, trail, and traffic control signal systems at the intersections of University Avenue, Jefferson Street, and Polk Street, as well as other utilities on a portion of County State Aid Highway 14 from the west city limits to Ulysses Street as described in the layout. The County project number for the reconstruction is SP 02-614-34 the City project number is SAP 106-020-030. Said layout is filed in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall cause the construction of Anoka County Project SP 02-614-34, City project number S.A.P. 106-020-030, in conformance with the proposed layout and Mn/DOT specifications.

IMPROVEMENTS

It is agreed by the parties that in 2011 and 2012 CSAH 14 will be reconstructed to a 4-lane divided roadway. The roadway will have a concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: traffic signal installation at University Avenue, Jefferson Street, and Polk Street, right and left turn lanes, thru lanes, shoulders, curb & gutter, storm sewer and bituminous trail. The costs of these improvements have been estimated and agreed to by the City, Anoka County and MnDOT.

As this is a MnDOT turnback route with a lump sum bid, and due to the nature of the Design Build process, no price adjustments will be made to the established and agreed upon costs after the execution of this agreement by the City and County.

INTERSECTIONS:

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

125TH Avenue NE/University Avenue: Full Access Intersection with traffic signal

125th Avenue NE/Jefferson Street: Full Access Intersection with traffic signal

125th Avenue NE/Jackson Street: Right in/Right out

125th Avenue NE / Polk Street: 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. 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 the right of way and easements may not be in legal possession of the County prior to acceptance of bids for the project, but no work will commence on private property until the County establishes ownership. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

The County will prepare an agreement with the City to transfer ownership of the roadway right of way for Jefferson St, south of CSAH 14, to the City.

TRAFFIC SIGNALS:

The parties agree that the traffic control signal systems at CSAH 14 and University Avenue, at CSAH 14 and Jefferson and at CSAH 14 and Polk Street are to be reconstructed and modified with this project. The parties agree that the cost of the reconstruction of these signals will be a lump sum amount per signal agreed upon by the City and Anoka County. This cost share will be based on the standard County Cost share policy on City and County legs, with the exception of CSAH 14. All signal costs on CSAH 14 legs will be the sole responsibility of the County and will be paid for with MnDOT turnback funds.

BITUMINOUS TRAIL:

The parties agree that the construction of the bituminous trail along the south side of the roadway is eligible for State turnback funds. This trail location has been agreed to by the City. No changes in location can be made after the execution of this JPA.

TRAFFIC CONTROL:

The parties understand and agree that segments of CSAH 14 will be closed to thru traffic at various times during the construction, but properties that reside directly adjacent to the project will always have access to their property.

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, are to be the sole responsibility of the City.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City includes landscaping or streetscape features in the project, they shall supply the necessary specifications for inclusion into the design build books. The cost of these improvements shall be negotiated and agreed upon and included in this JPA when executed.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations. 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 city shall provide construction observation at its own expense for the relocation and reconstruction of their utilities and provide approval for their acceptance for the work as it is completed.

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 costs" are good faith projections of the costs, which will be incurred for this project. Due to the Design Build delivery method being utilized on this project, the City cost share will be based on estimated costs, approved by the City.

The estimated construction cost of the total project between Crane St in Coon Rapids and Ulysses St in Blaine, is \$32,000,000.

The total estimated construction cost to the City is \$344,666. This cost includes traffic signals cost share (with MnDOT turn back funds covering 100% of the CSAH 14 legs), and the City requested upgrade to colored concrete for the medians. The remainder of the project is to be paid for by MnDOT turnback funds, Anoka County and the City of Coon Rapids.

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$351,666. The estimated cost to the City for construction engineering is \$28,133. In summary, the total City share of this project is \$379,799 (includes construction and construction engineering costs).

Upon award of the contract, the City shall pay to the County, upon written demand by the County, one hundred percent (100%) of its portion of the cost of the project estimated at \$379,799.

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 City shall at their sole expense, install and cause the installation of an adequate electrical power source to the service cabinets for the traffic control signal systems 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.

X. MAINTENANCE

- A. Maintenance of the completed storm sewer (except catch basins and catch basin leads), detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- B. Maintenance of all sidewalks, including snow plowing, shall be the sole responsibility of the City.
- C. Maintenance of the bituminous trails shall be the responsibility of the City and Anoka County Parks and Recreation Department. The City shall be responsible for general routine maintenance, such as, sweeping, clearing, plowing, trash removal and other incidental items. The County Parks and Recreation Department 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 County Parks and Recreation Department.
- D. 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 crossing at University Avenue (CSAH 51). The City will be responsible for all crosswalk pavement markings for the crossings at all city streets.
- E. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- F. Maintenance of the completed traffic control signals and signal equipment shall be the sole obligation of the County.
- G. 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.
- H. Painting of the traffic signals shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
- I. Timing of the traffic signals shall be determined by the County.
- J. Only the County shall have access to the controller cabinets.
- K. The traffic control signals shall be the property of the County.
- L. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- M. All maintenance of the EVP Systems shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- N. 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.

- O. Malfunctions of the EVP Systems shall be immediately reported to the County.
- P. All timing of said EVP Systems shall be determined by the County.
- Q. In the event said EVP Systems 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 Systems. Upon removal of the EVP Systems 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 Manager of City of Blaine, 10801 Town Square Drive, Blaine, MN 55449, 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 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

CITY OF BLAINE

By: _____
Dennis D. Berg, Chair
Board of Commissioners

By: _____
Tom Ryan
Mayor

Dated: _____

Dated: _____

ATTEST

By: _____
Terry L. Johnson
County Administrator

By: _____
Clark E. Arneson
City Manager

Dated: _____

Dated: _____

RECOMMENDED FOR APPROVAL

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

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

EXHIBIT "C"

COST-SHARING AGREEMENT FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY USING COUNTY STATE AID FUNDS 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%,	0%
	Unless existing trail not placed at edge of R/W	
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%, 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.