

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 14
(125TH AVENUE NE) BETWEEN COUNTY STATE AID HIGHWAY 52 (RADISSON ROAD
NE) TO 1000 FEET EAST OF HARPERS ST. NE
IN THE CITY OF BLAINE, MN
(SAP 002-614-039, SAP 106-137-001, SAP 106-020-032)**

THIS AGREEMENT is made and entered into this 7th day of January, 2016 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 (CSAH) 14 (125th Avenue NE) from County State Aid Highway (CSAH) 52 (Radisson Road NE) to 1000 feet east of Harpers St NE and,

WHEREAS, said parties mutually agree that CSAH 14 from County State Aid Highway (CSAH) 52 (Radisson Road NE) to 1000 feet east of Harpers St NE is in need of reconstruction; and,

WHEREAS, the City, in cooperation with the County, has prepared final design plans and specifications for the reconstruction of CSAH 14 from CSAH 52 to 1000 feet east of Harpers St NE in accordance with Anoka County and the Minnesota Department of Transportation standards; and,

WHEREAS, Anoka County has jurisdiction over CSAH 14 within the limits of the project previously described 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 systems (at the intersections of Harper St. NE, and Cloud Dr. NE) as well as other utilities on CSAH 14 from CSAH 52 to 1000 feet east of Harpers St NE as described in the final design plans. The County project number for the reconstruction is SAP 002-614-039. 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 County State Aid Project No. 002-614-039 is in the best interest of the traveling public and that the Final Plans dated August 20, 2015 are on file with the County.

II. METHOD

The County shall cause the construction of Anoka County Project SAP 002-614-039, in conformance with proposed engineering plans and specifications.

IMPROVEMENTS

It is agreed by the parties that in 2015 and 2016 CSAH 14 will be reconstructed to a 4-lane section. The roadway will have a concrete median to the extent shown in approved final design plans. Improvements include but are not limited to: traffic signal construction at Cloud Dr. NE and Harpers St. NE, right and left turn lanes, thru lanes, shoulders, curb & gutter, storm sewer, sidewalk and bituminous trail. The costs of these improvements are reflected in the bids received. These costs will be shared by the County and the City.

INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the final design plans:

125th Avenue / Cloud Drive NE: Full Access Intersection with traffic signal

125th Avenue / Xylite Street NE: Full Access Intersection (County Board granted full access and the City will not participate in future signal.)

125th Avenue / Flanders Street NE: Right In/Right Out

125th Avenue / Harpers Street NE: 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 along CSAH 14. Acquisition of any additional right-of-way and/or easements needed for improvements to the Harpers St. intersections beyond the normal tie in limits 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 parties agree that traffic control signal systems at Cloud Dr. NE and Harpers St. NE will be constructed with this project.

DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, including the detention basins and their outlet structures. The City portion of the cost is based on contributing flow through the storm

sewer system to the detention basin determined by the product of contributing area and runoff coefficient.

BITUMINOUS TRAIL:

The parties agree that construction of a bituminous trail along the entire length of the project shall occur with the project. Only the portion between CSAH 52 and Cloud Dr. NE will be eligible for partial reimbursement through the Anoka County Parks Department. The trail location have been agreed to by the City based on the final design plans. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

The parties understand that the cost for the trail includes: bituminous surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. Wetland mitigation required by impacts caused by the trail, the additional right of way and easements required to construct the trail at the proper location, and any removal items, including any soils correction, required to construct the trail will be the responsibility of the City.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 14 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 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.

The construction and all associated costs of the realigned entrance to Pioneer Park shall be the 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 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. Maintenance of any landscaping/streetscaping will be the sole responsibility of the city.

UTILITIES:

The parties agree that the final design plans does not include specific proposed utility locations. The City will be responsible for the design of any sanitary sewer, 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, which also includes the private sewer and water connections. The cost of construction of these features shall be the responsibility of the

City. The City's design of the sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities and cost.

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 and quantities are good faith projections of the costs and quantities, which will be incurred for this project. Actual costs and quantities 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 \$8,740,761.39, based on the low bid received. Both parties agree that it is in our best interest to a lump sum payment of \$2,689,992 from the City to the County. Upon award of the contract, the City shall pay to the County, upon written demand by the County, one hundred percent (100%) of its lump sum cost of the project of \$2,689,992.

The City participation in construction engineering will be at a reduced rate of six percent (6%) of their designated construction share and is estimated at \$125,121. The County shall provide all contract administration services, a full time construction supervisor and a construction survey crew. The City shall provide one full time construction inspector.

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 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 cabinet for all the previously mentioned CSAH 14 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 installations, the ongoing cost of the electrical power to the signals 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 located in the City of Blaine shall be the responsibility of the City of Blaine. The City shall be responsible for general routine maintenance, such as, sweeping, clearing, plowing, trash removal and other incidental items, and shall be responsible for long-term maintenance, such as bituminous overlays, crack sealing and replacement. The Anoka County Parks Department shall accept the long-term responsibilities of the trail segment between Old Radisson Road and Cloud Drive.
- D. Maintenance of crosswalk pavement markings on City streets shall be the responsibility of the City.
- 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 at the intersections of CSAH 14/Cloud Drive NE and CSAH 14/Harpers Street NE shall be the sole obligation of the County.
- G. The County shall maintain the said traffic signal controllers, traffic signals 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 signal 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 signal shall be determined by the County.
- J. Only the County shall have access to the controller cabinet.
- K. The traffic control signal shall be the property of the County.
- L. The City of Blaine 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 of Blaine 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 System shall be immediately reported to the County.
- P. All timing of said EVP System shall be determined by the County.
- Q. 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, and to the City Manager of City of Blaine, 10801 Town Square Drive, Blaine, MN 55449, on behalf of the City.

XII. INDEMNIFICATION

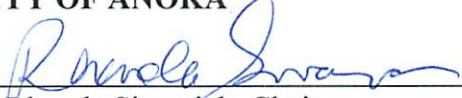
The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

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.

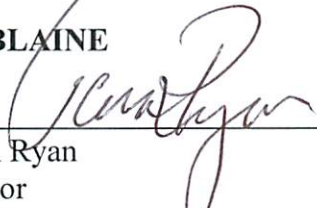
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: 
Rhonda Sivarajah, Chair
Board of Commissioners

Dated: 2-16-16

CITY OF BLAINE

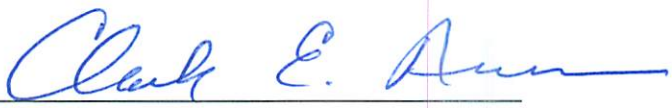
By: 
Tom Ryan
Mayor

Dated: 1/8/16

ATTEST


By: 
Jerry Soma
County Administrator

Dated: 2-16-16

By: 
Clark E. Arneson
City Manager

Dated: 1-8-16

RECOMMENDED FOR APPROVAL

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

Dated: 2/8/16

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 3/7/16