

DATED December 5, 2013

**MEMORANDUM OF UNDERSTANDING
FOR THE DESIGN OF COUNTY STATE AID HIGHWAY 14 (125TH AVENUE)
BETWEEN COUNTY STATE AID HIGHWAY 52 (RADISSON ROAD) AND 1500 FEET
EAST OF HARPERS STREET IN THE CITY OF BLAINE.**

This preliminary Memorandum of Understanding (MOU) is between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City of Blaine, a municipal corporation under the laws of the State of Minnesota, 10801 Town Square Drive, Blaine, Minnesota 55449 hereinafter referred to as the "City".

The parties to this preliminary MOU agree in principle that design and subsequent reconstruction of County State Aid Highway (CSAH) 14 (125th Avenue) from CSAH 52 (Radisson Road) to 1500' east of Harpers Street, collectively referred to as the "Project", is in the best interest of the traveling public.

It is agreed by the parties that in 2015 CSAH 14 will be constructed to a 4-lane section with concrete median. Improvements include but are not limited to: turn lanes, through lanes, curb & gutter, storm sewer, bituminous trail and potentially signals at both Harpers St. and Cloud Dr. The costs of these improvements will be determined at the time of construction and are expected to be shared by Anoka County and the City of Blaine, based on Anoka County Highway Department's Cost Share Agreement (Exhibit A).

It is agreed by the parties that a staff approved layout will be developed through the preliminary design process. Both parties shall agree to said layout, with final design proceeding forward based on the staff approved layout.

TRAFFIC SIGNALS:

The parties agree that the signal systems will be evaluated at both Harpers St. and Cloud Dr. Should the signal(s) meet warrants, they will be included in the project with costs being based on the Anoka County Highway Department Cost Share Agreement. The cost of ongoing maintenance shall be further defined as part of the Joint Powers Agreement and based on our standard signal maintenance agreements. If the signal(s) do not meet warrants, they will not be installed as part of the project. Should the City of Blaine choose, they may install the underground work for future signals solely at their cost.

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 deemed beyond the scope of this project 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.

DRAINAGE:

The parties agree that the City will be responsible for all future pond maintenance. The City shall pay for a percentage of the cost of detention basins (including ponds and their outlet structures and grit chambers/collectors). The City portion of the cost is based on contributing flow to the detention basin determined by the product of contributing area and runoff coefficient.

BITUMINOUS TRAIL:

The parties agree that the construction of the bituminous trail along the project limits is necessary. The costs will be borne by the City of Blaine. Said trail is indicated as part of the Anoka County Regional Trail and could be eligible for partial reimbursement through the Anoka County Parks Department. The parties understand that the cost for the trail includes: bituminous surfacing, aggregate base, sub-drains if required, soil correction, excavation and borrow material (granular and topsoil), and turf establishment. Should the City of Blaine opted to include a bituminous trail, the City will include the design of the trail, 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 required to construct the trail within the project design. Maintenance of the bituminous trails shall be the responsibility of the City. The Anoka County Highway Department will be responsible for the maintenance of the trail crossings at county highway intersections.

TRAFFIC CONTROL:

In good faith, the parties understand and agree that the staging of traffic and potential closure of CSAH 14 for construction will be thoroughly evaluated and determined through the design process.

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 to 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 plan sheets and specifications for the proposed landscape/streetscape. The total cost of the design as well as the construction cost over standard median will be at the expense of the requesting City.

UTILITIES:

The parties agree that the location of specific utilities will be determined through the design process. The City will be responsible for the design of any sanitary sewer and water main improvements, which will be incorporated in the project bid documents. The cost of the design and construction of these features will be the responsibility of the City. The City's design of the sanitary sewer and water main utilities are to include plans, specifications, and estimated quantities and cost.

PERMITS:

The parties agree that through the design process the City will secure all necessary permits for this Project. The County shall be named as the project owner, given the County's commitment to delivering the construction of this project.

COSTS:

It has been mutually agreed upon that the City of Blaine will upfront bear the costs of design of the project. This includes, but is not limited to, preliminary and final plans, necessary environmental documentation, permits, specifications, bid packet, and all other costs associated with preparing a biddable set of plans in accordance with MnDOT State Aid standards.

In good faith and prior to municipal consent, both the County and the City will continue to work towards a mutually agreeable responsibility of design and construction services costs. Currently, both the County and City agree that these costs will be equalized based on a proration of construction costs for the project.

For purposes of determining the proration of these services, it is assumed that the City is responsible for the signalization and construction cost of the 125th and Harpers St. intersection, as it was the City's intention to complete this project regardless. All other portions for the project, the standard County Cost Share Agreement will be used to determine the prorated share of the design and construction services. This will be further defined and detailed in the Joint Powers Agreement.

The City will still be expected to participate in the observation of any City owned utilities.

Exhibit "A" outlines County policy for cost splits on construction projects.

SUMMARY:

Upon acceptance and signatures by the parties of this MOU, a separate joint powers agreement for cost share and maintenance will be prepared by the County for execution by the City and the County prior to acceptance of bids for this project. The joint powers agreement to follow will formalize all estimated and actual cost shares.

COUNTY OF ANOKA

CITY OF BLAINE

By: _____
Rhonda Sivarajah, Chair
Board of Commissioners

By: _____
Tom Ryan
Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____
Jerry Soma
Anoka County Administrator

By: _____
Clark Arneson
City Manager

Dated: _____

Dated: _____

RECOMMENDED FOR APPROVAL:

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

APPROVED AS TO FORM AND EXECUTION:

By: _____
Dan Klint
Assistant Anoka County Attorney



**EXHIBIT A
COST-SHARING AGREEMENT
FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY
USING FEDERAL, COUNTY STATE AID FUNDS AND/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%, 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-upgrades
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% * ⁵	0% * 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 If previously notified, the City shall be responsible for future noise wall maintenance. 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. The County shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, then the requesting agency will pay the additional cost above the cost of standard noise wall. Furthermore, should an agency request a noise wall to be built where not required by the applicable federal or state standard, the entire cost of the wall shall be borne by the requesting agency.