

**JOINT POWERS AGREEMENT
FOR MODIFICATIONS OF THE EXISTING TRAFFIC CONTROL SIGNAL SYSTEM
AT COUNTY STATE AID HIGHWAY 17 (LEXINGTON AVENUE)
AND PHEASANT RIDGE DRIVE NE IN THE CITY OF BLAINE, MN
(SAP 002-617-023 / SAP 106-128-002)**

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", and the City of Blaine, 10801 Town Square Drive NE, 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 modify the existing traffic control signal system to improve traffic operations at the intersection of County State Aid Highway (CSAH) 17 (Lexington Avenue) and Pheasant Ridge Drive NE; and,

WHEREAS, the City has prepared preliminary design plans for the modifications to the existing traffic control signal system at the intersection of County State Aid Highway (CSAH) 17 (Lexington Avenue) and Pheasant Ridge Drive NE 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 CSAH 17 at the intersection of Pheasant Ridge Drive NE; 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 modifying the existing traffic control signal system at the intersection of CSAH 17 and Pheasant Ridge Drive NE, including ADA improvements, as described in the preliminary design plans. The County project number for the reconstruction is SAP 002-617-023 and the City project number is SAP 106-128-002. Said engineering plans are filed in the office of the Anoka County Highway Department and the City of Blaine Engineering 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. 002-617-023 / 106-128-002 is in the best interest of the traveling public and that the Layout as shown in Exhibit "A" defines the final design of the Project.

It is agreed that the Exhibit "A" Layout dated April 10, 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. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

II. METHOD

The City shall cause the construction of Anoka County Project SAP 002-617-023, City project number SAP 106-128-002.

IMPROVEMENTS:

It is agreed by the parties that in 2019, the existing traffic control signal system will be modified as shown in "Exhibit A". Improvements include, but are not limited to: traffic signal modifications, new eastbound Pheasant Ridge Drive NE left-turn lane, and ADA improvements.

INTERSECTIONS:

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

CSAH 17 / Pheasant Ridge Drive NE: Modify Existing Signal System to include new eastbound Pheasant Ridge Drive NE left-turn lane and flashing yellow arrow

RIGHT OF WAY:

The parties agree that the City will acquire all necessary right-of-way and easements for the Project.

TRAFFIC SIGNALS:

The parties agree that the existing traffic control signal system at the CSAH 17 and Pheasant Ridge Drive NE intersection will be modified, as mentioned above, with this project. The parties agree that the cost of the modifications to this signal shall be shared as shown in Exhibit "B".

Following the completion of this project, the ongoing traffic signal maintenance will remain as stated in the existing JPA (Anoka County Contract #970512).

PERMITS:

The parties agree that the City will secure all necessary permits for this Project. The County agrees to coordinate with the City in securing the permits required by the Rice Creek Watershed District, county permits, as well as any other permits that may be required. The City also requests that the County inform the City of any ordinances or county 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 construction costs" are good faith

projections of the costs, which will be incurred for this project. Actual costs 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 \$1,009,406.00.

The total estimated construction cost to the County is \$30,924.00. The County participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$30,924.00. The estimated cost to the County for construction engineering is \$2,473.92. In summary, the total County share of this project is \$33,397.92 (includes construction and construction engineering costs).

Upon award of the contract, the County shall pay to the City, upon written demand by the City, ninety five percent (95%) of its portion of the cost of the project estimated at \$31,728.02. Prior to billing, this estimate will be updated by the City to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the County at the time of billing. The County's share of the cost of the project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the City.

The County's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the County's share. Also, the remaining five percent (5%) of the County's portion of the construction costs shall be paid.

IV. TERM / TERMINATION

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 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 City 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 county payment to the City, the City shall provide the County a copy of all cost participation documents submitted to MnDOT State Aid to assist the county in their application for CSAH funding.

IX. MAINTENANCE

- A. 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 crossings at the signalized intersections. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all city streets.

- B. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 17 and Pheasant Ridge Drive NE will continue as per the previous JPA, Anoka County Contract #970512.

X. 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 Blaine, 10801 Town Square Drive NE, Blaine, MN 55449, on behalf of the City.

XI. 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.

XII. 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.

XIII. 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 BLAINE

By: _____
Rhonda Sivarajah
County Administrator

By: _____
Tom Ryan
Mayor

Dated: _____

Dated: _____

By: _____
Clark Arneson
City Manager

Dated: _____

RECOMMENDED FOR APPROVAL:

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

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine Carney
Assistant County Attorney

Dated: _____