JOINT POWERS AGREEMENT FOR THE ROUNDABOUT CONSTRUCTION PROJECT AT THE INTERSECTION OF COUNTY STATE AID HIGHWAY 12 (109TH AVE NE/APOLLO DR) AND COUNTY ROAD 53 (SUNSET AVE) IN THE CITIES OF BLAINE MN AND LINO LAKES MN (ANOKA COUNTY SP 002-612-013) (CITY OF BLAINE SAP 106-020-034)

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 construct a roundabout at the intersection of County State Aid Highway (CSAH) 12 (109th Ave. NE) and County Road (CR) 53 (Sunset Ave.) and,

WHEREAS, said parties mutually agree that the intersection of CSAH 12 from CR 53 is in need of improvement; and,

WHEREAS, the County has prepared preliminary design plans for the construction of a roundabout at the intersection of CSAH 12 and CR 53 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 12 and CR 53 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 constructing a roundabout at the intersection of CSAH 12 and CR 53 as described in the preliminary design plans. The County project number for the reconstruction is SP 002-612-013. 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. 002-612-013 roundabout construction at the intersection of CSAH 12 and CR 53 is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit “A” defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated November 30, 2015 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 County shall cause the construction of Anoka County Project SP 002-612-013, in conformance with proposed engineering plans and specifications.

IMPROVEMENTS

It is agreed by the parties that in 2016 the intersection of CSAH 12 and CR 53 will be reconstructed into a single lane roundabout. The roadways will have a concrete median and bituminous walk to the extent shown in "Exhibit A". Improvements include but are not limited to: roadway widening, roundabout construction, lighting, turn lanes, shoulders, curb & gutter, and bituminous walk. The costs of these improvements have been estimated for this agreement and will be finalized after bids have been received. These costs will be shared by the County and the City, but only as provided in this agreement.

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. 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. The County will work with the City to facilitate any transfer of City-owned property or easements necessary to complete the Project.

DRAINAGE:

The City shall pay for a percentage of actual cost of the storm sewer system. The City portion of the cost is based on contributing flow through the storm sewer system determined by the product of contributing area and runoff coefficient for the project area.

BITUMINOUS WALK:

The parties agree that the construction of the bituminous walk around the roundabout is a City cost per the Exhibit C "Cost Sharing Agreement". This walk location has been agreed to by the City. 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 bituminous walk includes: bituminous surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. The parties agree that the County will pay for the design of the walk and any removal items, with the exception of soils, required to construct the bituminous walk.

TRAFFIC CONTROL**:**

The parties understand and agree that the portions of CSAH 12 and CR 53 will be closed to thru traffic during construction. 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.

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/roundabout cost will be at the expense of the City. All construction documents must be submitted to the County by December 15, 2015. After construction and the expiration of any maintenance bond, ongoing maintenance of any landscaping or streetscaping will be the sole responsibility of the City.

LIGHTING:

The parties agree that the roundabout intersection lighting costs will be shared per the standard County cost share for traffic signals, with the City paying for 25 % of the roundabout lighting. If the City would like additional lighting on the Project, this would be 100% City cost. Lighting will be installed in accordance with the City lighting ordinance and will contain LED fixtures wherever possible and provided such lighting is within the budget for the Project.

UTILITIES**:**

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations and that the City does not have any public sewer or water lines in the vicinity of the Project. Therefore, the City will not be responsible for any costs related to utilities.

PERMITS:

The parties agree that the County will secure all necessary permits for this Project, including any permits required by the City. The City agrees to coordinate with the County in securing any permits required by the Rice Creek Watershed District (RCWD), 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. 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 $1,173,716.84.

The total estimated construction cost to the City is $64,060.85

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of $64,060.85. The estimated cost to the City for construction engineering is $5,124.87. In summary, the total City share of this project is $69,185.72 (includes construction and construction engineering costs).

Upon award of the contract, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the project estimated at $65,726.43. Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the City at the time of billing. The City'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 County.

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

IV. TERM

This Agreement shall continue until terminated as provided hereinafter, but in no case shall this Agreement extend beyond one year after completion of the Project.

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, the 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. MAINTENANCE

A. Maintenance of the completed storm sewer (except catch basins and catch basin leads) and detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.

B. Maintenance of the bituminous walks shall be the responsibility of the City. 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 City may choose, in it's sole discretion, whether or not to plow any bituminous walks.

C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

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 the City of Blaine, 10801 Town Square Drive, Blaine, MN 55449, on the 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, except any claims, losses, costs, expenses or damages resulting from the other party's gross negligence or willful misconduct.

XII. ENTIRE AGREEMENT REQUIREMENT OF 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:_____

ATTEST

By:_____
Jerry Soma
County Administrator

Dated:_____

RECOMMENDED FOR APPROVAL

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

Dated:_____

APPROVED AS TO FORM

By:_____
Dan Klint
Assistant County Attorney

Dated:_____

CITY OF BLAINE

By:_____
Tom Ryan
Mayor

Dated:_____

By:_____
Clark E. Arneson
City Manager

Dated:_____

EXHIBIT "C"

COST-SHARING AGREEMENT
FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY
USING COUNTY STATE AID FUNDS OR LOCAL TAX LEVY DOLLARS

ITEMS	COUNTY SHARE	CITY SHARE
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-grades
Traffic Signals, new & replacements (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of it's 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.