

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 51
(UNIVERSITY AVENUE NE) BETWEEN 335 FEET NORTH OF CSAH 12 (NORTHDALE BLVD.
NW/109TH AVE. NE) TO 290 FEET SOUTH OF CSAH 14 (MAIN ST. NW/125th AVE. NE)
IN THE CITIES OF BLAINE, MN AND COON RAPIDS, MN
(SP 002-651-007)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 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 51 (University Avenue NE) from 335 feet north of CSAH 12 (109th Avenue NE) to 290 feet south of CSAH 14 (125th Ave NE) and,

WHEREAS, said parties mutually agree that County State Aid Highway 51 between 335 feet north of CSAH 12 and 290 feet south of CSAH 14 is in need of reconstruction; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of County State Aid Highway 51 between 335 feet north of CSAH 12 and 290 feet south of CSAH 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 51 between 335 feet north of CSAH 12 and 290 feet south of CSAH 14 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, bridge, box culvert, noise walls, trail, and traffic control systems (at the intersections of 111th Ave. NE, 117th Avenue NE and 121st Avenue NE) as well as other utilities on County State Aid Highway 51 between 335 feet north of CSAH 12 and 290 feet south of CSAH 14 as described in the preliminary design plans. The County project number for the reconstruction is SP 002-651-007 the City project number is SAP 106-020-031. 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. 002-651-007 from CSAH 12 (Northdale Blvd. NW/109th Avenue NE to CSAH 14 (Main Street NW/125th Avenue NE) 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 January 8, 2013 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 002-651-007, City project number S.A.P. 106-020-031 in conformance with proposed engineering plans and specifications.

IMPROVEMENTS

It is agreed by the parties that in 2014 CSAH 51 will be reconstructed to a 4-lane section. The roadway will have a concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: traffic signal construction at 111th Avenue NE, 117th Avenue NE and 121st Avenue NE, right and left turn lanes, thru lanes, shoulders, curb & gutter, storm sewer, bridge, box culvert, noise walls, retaining walls, sidewalk and bituminous trail. 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.

INTERSECTIONS:

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

University Avenue / 111th Avenue NE: Full Access Intersection with traffic signal
University Avenue / 113th Avenue NE: Full Access Intersection with possible traffic signal
University Avenue / 115th Avenue NW: Right In/Right Out
University Avenue / 117th Avenue NE: Full Access Intersection with traffic signal
University Avenue/ Morningside Memorial Gardens Entrance: S.B. Right In/Right Out, N.B. Left In
University Avenue / 118th Avenue NE: N.B. Right In/Right Out, S.B. Left In
University Avenue 120th Avenue NW: S.B. Right In/Right Out, N.B. Left In
University Avenue 120th Lane NE: Right In/Right Out
University Avenue/ 121st Avenue: Full Access Intersection with traffic signal
University Avenue / 124th Lane NW: Right In/Right Out

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 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 111th Avenue NE, 117th Avenue NE and 121st Avenue NE intersections will be constructed with this project. The parties agree that the cost of the construction of these signals pending the availability of Federal funding shall be standard County cost

share, with 50% of the EVP costs and 37.5% of the traffic signal costs to the City of Coon Rapids, 50% of the EVP costs and 37.5% of the traffic signal costs to the City of Blaine, and 25% of the traffic signal costs to the County.

The parties agree that the County is studying the feasibility of constructing a signal system at the CSAH 51 and 113th Avenue NE intersection as part of this project. The parties agree that the cost of the construction of this signal pending the availability of Federal funding shall be a standard County cost share with 100% of the EVP costs and 67% of the traffic signal costs to the City of Blaine, and 33% of the traffic signal costs to the County.

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.

ENVIRONMENTAL ISSUES:

A noise analysis has been performed as part of the Environmental Documentation process. It was concluded that noise walls would be feasible at four locations in the City of Blaine. The County will meet individually with these property owners to review their options concerning noise walls on their property. A meeting was held on December 11th, 2012 at the Blaine City Hall to discuss the noise walls and impacts with the affected property owners.

The parties agree that the costs of these improvements, pending the availability of Federal funding, shall be standard county cost share. For this standard county cost share, the county pays 100% for the noise walls in areas where the city has not been previously notified that noise will potentially be an issue in the future and the city pays 100% in the areas where they have been previously notified of potential noise issues in the future. In addition, the city pays for any costs above the base cost of the noise wall.

BITUMINOUS TRAIL:

The parties agree that the construction of the bituminous trail along the east side of the roadway is eligible for federal funds and that the City will be responsible for the local match in areas where no trail exists and the County will be responsible for the local match where a trail currently exists. Per previous agreement the City shall be responsible for the local match for the trail on the east side of the bridge. This trail 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 trail 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 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, with the exception of soils, required to construct the trail.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 51 is currently proposed to be open to thru traffic during construction except for the bridge construction and miscellaneous short term closures, and will always be open to local traffic. However, this is still being studied and may require longer term road closure, but would always be open to 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 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 cost will be at the expense of the requesting City or split between the requesting Cities. All construction documents must be submitted to the County by September 9, 2013. Maintenance of any landscaping/streetscaping will be the sole responsibility of the city.

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 cost of the design of these features shall be the responsibility of the City. The cost of construction of these features, other than those relocations solely due to roadway reconstruction, shall be the responsibility of the City. The cost of construction of these features solely due to road reconstruction shall be the responsibility of the County. The City's design of the sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities and cost. All construction documents must be submitted to the County by September 9, 2013.

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. 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 \$9,749,285.86. Federal funds available for the Project are capped at \$6,364,800. The federal funds shall be split based on the ratio of eligible cost incurred by each party to the total eligible project cost. Eligible costs are the costs of items that can participate in federal funding as shown on Exhibit B.

The total estimated construction cost to the City is \$877,172.49 (prior to application of federal funds available). After federal funding percentage is applied, the cost to the City for their share of the construction items of the Project is \$281,959.79 (\$812,196.75 minus \$530,236.96, the federal funds available to the City).

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$812,196.75. The estimated cost to the City for construction engineering is \$64,975.74. In summary, the total City share of this project is \$877,172.49 (includes construction and construction engineering costs). The total cost to the city after federal funds have been applied including construction engineering is ***\$346,935.53 (see summary below).**

*(\$812,196.75 – \$530,236.96 + \$64,975.74 = \$346,935.53, note: construction engineering costs are not federally eligible)

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 \$329,588.75. 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 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.

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 Cities 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 51 traffic control signal systems including any necessary extension of power lines. The Cities 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 Cities.

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. 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.
- D. Maintenance of crosswalk pavement markings shall be the responsibility of the City. 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 at the intersections of CSAH 51/111th Avenue NE, CSAH 51/117th Avenue NE, and CSAH 51/121st Avenue 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 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 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.
- R. Anoka County shall be responsible for all maintenance of County installed noise walls.

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: _____
Rhonda Sivarajah, Chair
Board of Commissioners

By: _____
Tom Ryan
Mayor

Dated: _____

Dated: _____

ATTEST

By: _____
Jerry Soma
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: _____