

**JOINT POWERS AGREEMENT  
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 14  
125<sup>TH</sup> AVENUE BETWEEN ABERDEEN STREET AND COUNTY STATE AID HIGHWAY 52  
(RADISSON ROAD)  
IN THE CITY OF BLAINE, MN  
(SAP 002-614-041)**

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 Dr. 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 reconstruct County State Aid Highway (CSAH) 14 (125<sup>th</sup> Avenue) from Aberdeen Street to CSAH 52 (Radisson Road) and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of (CSAH) 14 between Aberdeen Street and (Radisson Road) in accordance with Anoka County and the Minnesota Department of Transportation standards; and,

WHEREAS, Anoka County has jurisdiction over (CSAH) 14 between Aberdeen Street and (Radisson Road) 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, and trail as well as other utilities on CSAH 14 between Aberdeen Street and Radisson Road; as described in the preliminary design plans. The County project number for the reconstruction of CSAH 14 is SAP 002-614-041 and the City project number is CP 18-10. 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 Project No. SAP 002-614-041 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 October 29, 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 County shall cause the construction of Anoka County Project SAP 002-614-041, City project number CP 18-10.

### IMPROVEMENTS:

It is agreed by the parties that in 2020, CSAH 14 will be reconstructed to a four-lane section with concrete median to the extent shown in "Exhibit A". Improvements include, but are not limited to:, right and left-turn lanes, through lanes, shoulders, concrete curb and gutter, storm sewer with associated ponding, bituminous trail, traffic signal modifications, and retaining walls.

### INTERSECTIONS:

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

CSAH 14 / Hastings Street: Full Access

### 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 final 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 the existing traffic control signal system at the CSAH 14 and CSAH 52 intersection will be modified to include Flashing Yellow Arrow (FYA) with this project. The County will be responsible for all the costs associated with the signal modification.

Following the modifications, the ongoing traffic signal maintenance at the CSAH 14/CSAH 52 intersection will continue as per Anoka County Contract #2009-0533.

### 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 the City will be responsible for all the costs associated with the construction of the bituminous trail along the south side of the roadway. 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. This trail is part of the County Bunker/Chain of Lakes Regional Trail System and is eligible for potential funding through the Metropolitan Council's Regional Parks Capital Improvement Program after the project has been constructed and a request has been received from the City. If the Anoka County Parks Department receives a letter of request from the City prior to the start of construction, the Anoka County Parks Department will seek reimbursement for one-half of the City's share for this trail construction. If funds are secured, the Anoka County Parks Department will reimburse the City with the additional funds when received.

The parties understand that the cost for the trail includes: ADA compliant concrete pedestrian ramps, 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, the additional right of way and easements required to construct the trail at the proper location, and any removal items, with the exception of any soils correction in areas of existing trails, required to construct the trail.

#### TRAFFIC CONTROL:

The parties understand and agree that CSAH 14 will not be closed to thru traffic during construction, access for local traffic at Hastings street will be closed temporarily during Stage 2 and Stage 3 construction in accordance to the Construction staging plans. 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 (excluding those identified for removal) 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 plans, specifications, and estimated quantities (using MnDOT Item Numbers) and cost 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. All construction documents must be submitted to the County by October 1<sup>st</sup>, 2019. Future maintenance of any landscaping/streetscaping will be the sole responsibility of the City.

### RETAINING WALLS:

The parties agree that if the City wishes to include aesthetic treatment to any retaining walls, any construction cost above standard cost will be at the expense of the requesting City.

### UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations, as those will be determined during later stages of the design process. 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, relocation and inspections of these features shall be the responsibility of the City.

The City's design of any sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities (using MnDOT Item Numbers) and cost. All construction documents must be submitted to the County by October 1<sup>st</sup>, 2019.

### 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 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 \$2,348,396.90.

The total estimated construction cost to the City is \$246,382.22.

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$246,382.22. The estimated cost to the City for construction engineering is \$19,710.58. In summary, the total City share of this project is \$266,092.80 (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 \$252,788.16. 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.

After 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 / 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 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.

IX. MAINTENANCE

- A. Maintenance of the completed watermain, sanitary sewer, 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 trail on the south side of CSAH 14 shall be the responsibility of the City and Anoka County Parks and Recreation Department. The City shall be responsible for general routine maintenance, such as sweeping, clearing, plowing, trash removal and other incidental items. The County Parks and Recreation Department/City shall be responsible for long-term maintenance, such as bituminous overlays, crack sealing and replacement. Trail signage will be provided by and maintained by the County Parks and Recreation Department.
- C. 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.

- D. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City. The City will be responsible for long-term maintenance and replacement of the complete street light system including items such as: poles, fixtures, luminaires, and control cabinets.
- E. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 14 and CSAH 52 will continue as per the previous JPA, Anoka County Contract #2009-0533.

#### 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 Dr. 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: \_\_\_\_\_  
Michelle A. Wolfe  
City Manager

Dated: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Joseph J. MacPherson, P.E.  
County Engineer

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Dan Klint  
Assistant County Attorney

Dated: \_\_\_\_\_

**EXHIBIT “A”**

*Layout*



**EXHIBIT “B”**

*Cost Distribution Spreadsheet*

**EXHIBIT "C"****FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY**

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median and Center Island Construction	100%	0%
Concrete Median	100%	0*1
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%,	0%
Unless existing trail not placed at edge of R/W		
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 (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, replacement (communities larger than 5,000) w/ State Aid approved SJR	the cost of its legs of the intersection	the cost of its 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%, if not previously notified*5	100%, if previously notified*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 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. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.