

**JOINT POWERS AGREEMENT
FOR THE SIGNAL CONSTRUCTION AT COUNTY STATE AID HIGHWAY 52
(RADISSON RD/101ST AVE) AND XYLITE STREET
AND FOR SIGNAL MODIFICATIONS AT CSAH 52 AND FLANDERS STREET
IN THE CITY OF BLAINE, MN
(SAP 002-652-007, SAP 002-652-008 AND 106-020-035)**

THIS AGREEMENT is made by the parties on the last date executed below 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 interests of the traveling public to construct a signal on County State Aid Highway 52 at Xylite Street; and,

WHEREAS, said parties mutually agree that County State Aid Highway 52 at Xylite Street is in need of signal construction and that County State Aid Highway 52 at Flanders Street is in need of signal modifications; and,

WHEREAS, the County has prepared preliminary design plans for the signal construction on County State Aid Highway 52 at Xylite St. and signal revisions at County State Aid Highway 52 at Flanders St. 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 52, which joins the City streets at the intersections of CSAH 52 and Xylite Street and CSAH 52 and Flanders Street; and,

WHEREAS, the parties agree that it is in their best interests to work jointly on this project and that the costs of said project be allocated, as set forth herein; 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, sidewalk, and traffic control systems as well as other utilities on CSAH 52 at Xylite St. and CSAH 52 at Flanders St.; as described in the design plans. The County project number for the CSAH 52 at Flanders is SAP 002-652-007 and the County project number for CSAH 52 at Xylite is SAP 002-652-008 and the City project number is SAP 106-020-035 (hereinafter collectively the "Projects"). 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 the Projects is in the best interests 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 May 5, 2020, 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 Projects SAP 002-652-007, SAP 002-652-008, and City project number SAP 106-020-035, as more specifically described below.

IMPROVEMENTS:

It is agreed by the parties that in year 2020, a signal will be constructed on CSAH 52 at Xylite St. as shown in "Exhibit A" and on CSAH 52 at Flanders St. without layout. Improvements to CSAH 52 at Xylite St. include but are not limited to: traffic signal construction at Xylite St., right-thru and left turn lanes, concrete curb and gutter, storm sewer and concrete sidewalk. Improvements to CSAH 52 at Flanders St. include but are not limited to: flashing yellow arrows and near-side signal indication.

INTERSECTIONS:

As agreed by the parties, improvements to CSAH 52 at the Xylite intersection are reflected in the Exhibit "A" Layout design, incorporated herein.

RIGHT OF WAY ACQUISITION:

The parties agree that the County hire a Consultant for design engineering and acquisition of all necessary right-of-way and easements for the Project. The City will reimburse the County for all Consultant fees related to the Projects and the City agrees it will be solely responsible for all right-of-way acquisition costs for any property interests required for the Projects. These costs may include County right-of-way staff time. The parties agree that the City will directly pay the landowners any and all damages related to the acquisition of right-of-way and other property interests needed for the Projects. If direct purchases are not achieved, the City shall be responsible for commencing a condemnation action to acquire the necessary right of way and easements in condemnation. Any City owned property or easements required for the maintenance of CSAH 52 and the signal at Xylite Street will be conveyed to the County at no cost.

TRAFFIC SIGNALS:

The parties agree that a traffic control signal system at the CSAH 52 and Xylite St. intersection will be constructed with this project. The parties agree that the cost of the construction of this signal shall be standard County cost share; with 100% of the EVP reconstruction costs and 75% of the traffic signal cost to the City, and 25% of the traffic signal cost to the County.

Following the construction, the ongoing traffic signal maintenance at the CSAH 52/Xylite St. intersection will be consistent with Anoka County warranted traffic signal maintenance practices, with

the County 100% responsible for all ongoing traffic signal maintenance, the City reimbursing the County 100% for all ongoing EVP maintenance, the City 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

The parties agree that a traffic control signal system at the CSAH 52 and Flanders St. intersection will be modified with this project. The parties agree that the cost of the construction of this signal shall be 100% to the County.

Following the construction, the ongoing traffic signal maintenance at the CSAH 52/Flanders St. intersection will be consistent with existing agreement 2002-0503 and Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the City reimbursing the County 100% for all ongoing EVP maintenance, the City 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

DRAINAGE:

The City shall pay for 100% of the cost of the storm sewer system, including the detention basins and their outlet structures.

SIDEWALK:

The parties agree that the construction of the sidewalk along the west side of Xylite St. will be completed during the Project and the City is responsible for all of the construction costs. The parties agree that the City shall also pay for the design of the sidewalk, any additional right of way and easements required to construct the sidewalk at the proper location, as well as removal items required to construct the sidewalk. The sidewalk location has been agreed to by the City. If this location changes in the future, any additional costs associated with this change will be the responsibility of the City.

The parties understand that the City's costs for the sidewalk include: concrete surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment.

TRAFFIC CONTROL:

The parties agree that CSAH 52 will not 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 (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 June 19, 2020. Future maintenance of any landscaping/streetscaping will be the sole responsibility of the City.

RETAINING WALLS & NOISE WALLS:

The parties agree that if the City wishes to include aesthetic treatment to any retaining walls or noise 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 the project, 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 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 June 19, 2020.

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 both the Coon Creek Watershed District and the Rice 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 right of way property cost of the total project is \$17,500.

The estimated construction cost of the total project is \$498,296.00. The estimated cost of County Furnished Signal Items for the total project is \$30,000. The estimated cost for Design Engineering and Right of Way Acquisition is \$80,817.00 (\$61,308 for Design and \$19,509 for Right of Way).

The total estimated construction cost to the City is **\$348,954.00**. The estimated cost to the City of County Furnished Signal items **\$22,500**.

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$348,954.00. The estimated cost to the City for construction engineering is

\$27,916.32. The city is responsible for the design engineering and right of way acquisition costs, which are estimated at **\$80,817.00**. If the Consultant hired by the County for acquisition is required to pay additional damages to obtain the property interests needed for the Project, all additional acquisition costs and damages shall be borne solely by the City. In summary, the total City share of this project is estimated at \$480,187.32 (includes construction, County Furnished Signal items, Design Engineering, estimated Right-of-Way Acquisition and Construction Engineering costs), see summary below.

\$348,954.00 + \$22,500 + \$27,916.32 + \$80,817 = **\$480,187.32**

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 \$454,868.47. 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.

The County agrees to submit to the City for review final quantities and cost within one year of project substantial completion.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution and will remain in effect until the Projects 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 methods provided by law.

VI. CONTRACTS AND PURCHASES

The City and County acknowledge that Contract Documents will be entered into by the County on behalf of the City with respect to the Project, and that Change Orders or other documents may be entered into by the County on behalf of the Parties with respect to the Project. All technical decisions and construction-related contracts and change orders will be made in consultation with the City Engineer and the County. All contracts let and purchases made pursuant to this Agreement shall be made in conformance with State and local 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. SIGNALIZATION POWER

The City 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 52 traffic control signal systems including any necessary extension of power lines. The City 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 City.

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 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.
- C. 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 streetlight system including items such as: poles, fixtures, luminaires, and control cabinets.
- D. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 52 & Xylite Street and at CSAH 52 at Flanders Street shall be the sole obligation of the County.
- E. The County shall maintain the said traffic signal controllers, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- F. 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.
- G. Timing of the completed traffic control signal shall be determined by the County.
- H. Only the County shall have access to the controller cabinets.
- I. The traffic control signals shall be the property of the County.
- J. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- K. All maintenance of the EVP System shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- L. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.011, Subdivision 3, 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.

M. Malfunctions of the EVP System shall be immediately reported to the County.

N. All timing of said EVP System shall be determined by the County.

O. 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.

P. This Maintenance provision survives termination and/or withdrawal from this JPA.

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. To the fullest extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59 subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

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: _____
Joe 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%, 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 (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.