

**ANOKA COUNTY TRANSPORTATION COMMITTEE  
ADDITIONAL AGENDA  
and Meeting of the Anoka County Board of Commissioners\*\***

**Commissioners Schulte (Chair), Braastad, Look and West**

**Monday, February 3, 2020  
8:30 A.M.**

**Lac qui Parle Conference Rooms B & C  
Anoka County Highway Department**

**ACTION ITEMS**

**Highway**

1. Consider recommending approval to enter Joint Powers Agreement #C0007471 with the City of Anoka to facilitate the use of LRIP funds on the proposed interchange improvement project on US 10/169 at the intersections of West Main Street, Fair oak Avenue, and Thurston Avenue in the City of Anoka.

**INFORMATION ITEMS**

2. Review and discuss current vacancies within the Transportation Division.

*\*\* Actions taken by this Committee do not bind the County Board. In addition to the County Commissioners appointed to this committee, additional County Commissioners may attend. Non-committee Commissioners may choose to participate in the discussions and/or ask questions, but they will **not** vote on any item, nor will they agree to take a specific action on business conducted by the committee. If their attendance and limited participation in the committee meeting is considered a meeting of the County Board, this shall serve as notice of a County Board meeting. This shall also serve as notice of a County Board Meeting for any committee comprised of four or more members of the board.*



# ANOKA COUNTY BOARD ACTION ITEM

February 3, 2020

## TRANSPORTATION DIVISION

ACTION REQUESTED	<i>Consider recommending approval to enter Joint Powers Agreement #C0007471 with the City of Anoka to facilitate the use of LRIP funds on the proposed interchange improvement project on US 10/169 at the intersections of West Main Street, Fair oak Avenue, and Thurston Avenue in the City of Anoka.</i>
BACKGROUND	<i>The City of Anoka, Anoka County, and MnDOT have been successful in obtaining funding for the proposed US 10/169 interchange improvements at West Main Street, Fair oak Avenue and Thurston Avenue in the City of Anoka. Leadership at Anoka County was instrumental in securing \$15M in Local Road Improvement Program (LRIP) funds during the 2018 legislative session. Since that time, the County has been working with Minnesota Management and Budget (MMB) and the MnDOT Office of State Aid to address all the requirements associated with the LRIP funds and allow the County, the LRIP funds grantee, to spend said LRIP funds on project engineering, ROW acquisition, and construction related costs. The language contained in the attached JPA has been reviewed and approved by staff at MMB and MnDOT State Aid.</i>
PREVIOUS ACTION TAKEN	<i>01/30/18 (Board Meeting) – adopt resolution of support for the City of Anoka’s TH 10 intersection improvements at Fair oak Ave and Thurston Ave application for Corridors of Commerce program funding 03/19/18 – discuss list of projects submitted for Corridors of Commerce funding 04/02/18 – adopt resolution of support for all projects submitted within Anoka County under the Corridors of Commerce Solicitation 05/14/18 – approval of Value Engineering study funding commitment 10/15/18 – negotiate JPA with City of Anoka 11/19/18 – enter JPA with City of Anoka 05/16/19* – update on project development status 09/03/19 – negotiate JPA with City of Anoka to facilitate the use of LRIP funds  * Information Item only, no action taken</i>
COMMENTS	
RECOMMENDATIONS	<i>Approval.</i>

**JOINT POWERS AGREEMENT  
FOR US 10/TH 169 INTERCHANGE IMPROVEMENTS  
IN THE CITY OF ANOKA, MN  
(Project# 17-34-00)**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 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 Anoka, 2015 First Avenue North, Anoka, MN 55303, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to improve traffic operations along US Highway 10/169 by replacing the existing signalized intersection at Thurston Avenue with grade separated interchange and the existing signalized intersection at Fairoak Avenue with a grade separated underpass; and,

WHEREAS, said parties mutually agree that US Highway 10/169 is a vital corridor for freight, transit, commuter traffic, as well as a critical connection to communities across Minnesota; and,

WHEREAS, the City, with County oversight and in cooperation with the Minnesota Department of Transportation (MnDOT), is currently working on preparing preliminary design plans and completing the environmental assessment documentation for the proposed improvements along US Highway 10/169 at Thurston Avenue, Fairoak Avenue and the replacement of the existing bridge at West Main Street, hereinafter collectively referred to as the "Project", in accordance with the MnDOT standards to a staff approved layout condition; and,

WHEREAS, through a joint effort by the County and City, certain Local Road Improvement Program (LRIP) bond funds were granted to the County during the 2018 Legislative session for the County and City to complete the necessary local roadway system improvements associated with the above-referenced Project; and,

WHEREAS, the County, as Grantee, agrees to work jointly with the City in the development of the plans, specifications, environmental documentation, ROW acquisition, agency approvals, and other necessary items to get the Project ready for bidding and construction; and,

WHEREAS, Minnesota Management and Budget (MMB) and MnDOT were given an opportunity to review and provide input for the parties with respect to this Agreement and the allocation of LRIP funding; 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 to this Joint Powers Agreement (“Agreement”) agree in principle that construction of the Project is in the best interest of the traveling public. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to the design, engineering, construction, and funding of Project. The City and County shall cooperate and use their best efforts to jointly ensure the most expeditious implementation of this Agreement. Unless otherwise stated herein, the parties assume joint responsibility for any technical or engineering related decisions on the Project and shall execute the proper agreements with the State to facilitate the disbursement of funding.

II. ALLOCATION OF DUTIES / COSTS:

**Design Phase Activities:** The City and County, in cooperation with MnDOT, shall jointly provide input on all concept and design phase activities for the Project. The City shall procure necessary Professional Services for environmental, design/engineering concepts, and related services, subject to the County’s and MnDOT’s approval of any interim and final plans. County staff shall be permitted to have direct input with the City’s Consultant on all proposed designs of infrastructure improvements. Any fees and costs for design phase activities not covered by grant funding shall be the sole responsibility of the City.

**Right of Way Acquisition:** It is mutually agreed that the City will retain a Consultant to acquire all fee title, permanent and temporary easements for the Project. The City shall be responsible for exercising eminent domain for such acquisitions as needed. Any fees and costs for right-of-way acquisition not covered by grant funding shall be the sole responsibility of the City. Acquisition of property or property interests for the Project using LRIP funding shall be subject to a conveyance of Permanent Easement to the County, as addressed in paragraph VIII of this Agreement.

**Construction Phase Activities:** Subject to County oversight and approval, the City and/or MnDOT will complete all construction phase activities related to the Project and shall procure the necessary professional construction services. Subject to County oversight and approval, the City and/or MnDOT are responsible for the Construction Documents for the Project, including letting and bidding of the Project, awarding contracts, monitoring progress, and related activities. The designated County representative shall have the right to approve all progress/final payments and any Change Orders prepared by the City, to the extent those activities and payments are related to the state LRIP grant funding. All contracts let and purchases made pursuant to this Agreement shall be made in conformance with Federal, State and local laws. Any fees and costs for construction phase activities not covered by grant funding shall be the sole responsibility of the City.

III. TERM / TERMINATION

This Agreement shall become effective immediately upon execution by all parties and will remain in effect until all of the LRIP bond funds have been allocated appropriately to eligible aspects of the Project, or all Project expenses have been covered by other sources of funding and the remaining LRIP funds are not needed. In the event that additional LRIP funds remain once all Project work has been completed, the parties will work with MMB and the State to reallocate the funds.

IV. GRANT REQUIREMENTS

This provision is intended to address compliance with the state's LRIP bond funding and does not address any other sources of Project funding. The parties acknowledge their joint responsibilities to comply with the LRIP grant agreement as follows:

**Acknowledgement by County:**

The County, as Grantee of LRIP funds, acknowledges that it is responsible for monitoring grant-supported activities to ensure compliance with applicable federal and state requirements, including specifically the LRIP approved grant application and that certain General Obligation Bond Proceeds Grant Agreement Construction Grant by and between County and the State of Minnesota, acting by and through MnDOT (Grant Agreement) relating to the Project. All applications for payment to the State of Minnesota for state and federal funds, the grant thereof by the State and the obligations of the Grant Agreement, are the responsibility of the County, including but not limited to the investment, expenditure, and reporting of such funds in accordance with the Grant Agreement.

**Acknowledgement by City:**

By entering into this Agreement, City acknowledges that it is aware and is subject to the terms of the Grant Agreement and City will cooperate with County to ensure compliance throughout the duration of the Project, including monitoring the progress of the Project with the County on an ongoing basis to ensure that time schedules are met and performance goals are being achieved.

V. DISBURSEMENT OF FUNDS – LRIP GRANT

Although the specific use and allocation of each funding source has not been determined for the Project, the Project is fully funded. Per Chapter 214, Article 3, Section 1, Subdivisions 1 and 2 of the 2018 Regular Legislative Session, \$15,000,000.00 has been appropriated as LRIP funding to Anoka County, Grantee, for the environmental documentation, preliminary engineering, land acquisition, final design engineering, construction and construction engineering and administration for the Project.

The parties agree to work together to facilitate efficient reimbursements and transfers of funds between MMB/MnDOT and the County under the terms of the grant. The LRIP bond funds shall be used to the maximum extent practical toward the eligible expenses of the Project before the other funding sources are utilized. All funds disbursed pursuant to this Agreement shall be disbursed pursuant to the method provided by law and in compliance with any grant requirements.

VI. 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.

VII. MAINTENANCE

The City and County agree to allocate maintenance duties to ensure that the property involved in the Project will remain in good condition and repair, pursuant to the requirements of the MnDOT Grant Agreement.

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VIII. GRANT OF PERMANENT EASEMENT TO COUNTY

In compliance with requirements in Section 5.04 of the Fourth Order Amending Order of Commissioner of Finance Relating to Use and Sale of State Bond Financed Property, the parties agree that in every acquisition by the City of property, property interests, and/or right-of-way required for the Project where LRIP funds were used for such acquisition, the City shall grant the County a Permanent Easement over such property for the limited purpose of: (1) ensuring the continued use of the acquired property as a public road, (2) establishing an ownership interest in such property interests, and/or right-of-way in the County, and (3) securing the property for bond financing purposes. No other uses will be reserved for the County within its permanent easement. Concurrently with approval of this Agreement, the City shall provide a Resolution authorizing such conveyances as part of the Project, subject to review/approval of counsel.

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IX. BOND FINANCED PROPERTY

The parties acknowledge that the property acquired by state bond funding will remain subject to certain conditions and restrictions as set forth under Minn. Stat. § 16A.695 and Section 5.04 of the Fourth Order Amending Order of Commissioner of Finance Relating to Use and Sale of State Bond Financing Property. Such restrictions include, but are not limited to, the requirement that any future sale of the property acquired may only be sold for its fair market value (as defined by statute), with consent of the Commissioner of MMB, and with a finding that the property is no longer usable or needed.

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X. NOTICES / COMMUNICATIONS

For purposes of delivery of any notices herein, the notice shall be effective if delivered or mailed to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the Anoka City Manager, 2150 First Avenue North, Anoka, MN 55303, on behalf of the City. Project Communications should be directed to the following individuals:

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For City: Ben Nelson  
Engineering Technician  
City of Anoka  
2150 First Avenue North  
Anoka, MN 55303

For County: Joe MacPherson, P.E.  
County Engineer  
Anoka County Transportation Division  
1440 Bunker Lake Boulevard NW  
Andover, MN 55304  
(763) 324-3199

XI. INDEMNIFICATION

Subject to and restricted by the tort liability limits in Minnesota Statutes Chapter 466, as amended, the City and County mutually agree to indemnify and hold each other and each other's elected officials, officers and representatives, agents, employees, and contractors harmless from any and all claims,

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

**COUNTY OF ANOKA**

**CITY OF ANOKA**

By: \_\_\_\_\_  
Rhonda Sivarajah  
County Administrator

By: \_\_\_\_\_  
Phil Rice  
Mayor

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

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

By: \_\_\_\_\_  
Greg Lee  
City Manager

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

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Joe MacPherson, P.E.  
County Engineer

By: \_\_\_\_\_  
Scott Baumgartner  
City Attorney

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

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

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Christine Carney  
Assistant County Attorney

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



# ANOKA COUNTY BOARD ACTION ITEM

February 3, 2020

## TRANSPORTATION DIVISION

ACTION REQUESTED	<i>Review and discuss current vacancies within the Transportation Division.</i>
BACKGROUND	<p><i>Each time one of our positions open, the Transportation Division has taken the opportunity to review our current and future needs. Over the past few months, we have had several retirements within the division and, based on our needs, we are proposing some changes. Our team has worked closely with staff in ER and the Finance Division over the past several weeks on the following positions.</i></p> <p><i>One of the two vacancies is within our ROW unit, the ROW Support Specialist. The previous employee held this position for more than 10 years. Over the past decade, advances in technology, process efficiencies and changes in our business needs have reduced the need for this position. With that being said, our current and future project workload supports the need for an additional ROW Specialist (Agent) to assist our other two ROW Specialists. The additional ROW Specialist will continue to strengthen our acquisition team with negotiating parcels and minimizing costly condemnation hearings. We are requesting that the vacant Right-of-Way Support Specialist, grade 9, be upgraded to a Right-of-Way Specialist (Agent), grade 12. Having a third specialist will also allow for the ROW unit to reduce our dependence on consultants that have been supplementing our team.</i></p> <p><i>The second position is also due to a retirement in our Engineering section. We are requesting that a vacant Engineering Supervisor, grade D114, be upgraded to a Program Delivery Manager. With the recent changes in leadership, and our current and future programs having an extremely heavy workload for our Design team, we identified a need for a Program Delivery Manager. This position will work with and lead consultant-led design projects, provide direct leadership to the Design and Right-of-Way staff, along with supporting both the Assistant County Engineer and County Engineer.</i></p> <p><i>In addition to the proposed changes mentioned above, we have also evaluated three other positions within the Engineering section that we will be looking at hiring at a lower grade level than what they are currently.</i></p> <p><i>With these changes, we are not looking at requesting an increase to the levy. We calculate that there will be a net decrease which can be utilized to cover PDQ re-classification adjustments and future wage adjustments within the division.</i></p>
PREVIOUS ACTION TAKEN	<i>None.</i>
COMMENTS	
RECOMMENDATIONS	