

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

Commissioners Schulte (Chair), Braastad, Look and West

**Monday, June 15, 2020
8:30 A.M.**

Anoka County Government Center, Room 705

ACTION ITEMS

Highway

1. Consider recommending approval of Resolution #2020-TR19, a resolution adopting a temporary outdoor dining policy and associated special conditions authorizing the County Engineer to permit outdoor dining within County ROW to support our local businesses in response to the COVID-19 pandemic.
2. Consider recommending approval to enter into Joint Powers Agreement #C0007882 with the City of Blaine for Project CP 20-14-00, a multi-agency, joint effort project to place bituminous surfacing on several parking areas at the National Sports Center (NSC) in the City of Blaine.

*** 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

June 15, 2020

TRANSPORTATION DIVISION

ACTION REQUESTED	<p><i>Consider recommending approval of Resolution #2020-TR19, a resolution adopting a temporary outdoor dining policy and associated special conditions authorizing the County Engineer to permit outdoor dining within County ROW to support our local businesses in response to the COVID-19 pandemic.</i></p>
BACKGROUND	<p><i>Over the past several months, the COVID-19 pandemic has had a devastating impact around the world and within our local communities. The effects are widespread and have affected all of us in one way or another.</i></p> <p><i>Similar to the resolution adopted on April 14, 2020, which allows businesses to place temporary signage within the County ROW to inform the public about alternative service delivery methods as a result of COVID-19, leadership at Anoka County has developed an outdoor dining policy and associated permit which allows the temporary use of County ROW for food and beverage services.</i></p> <p><i>The attached policy and associated permit, which were modeled after the MnDOT outdoor dining policy, require said businesses to work with their respective municipality and Anoka County to develop a plan and obtain an outdoor dining permit.</i></p> <p><i>The policy includes requirements and provisions to protect the safety of business patrons, employees, and roadway users.</i></p>
PREVIOUS ACTION TAKEN	<p><i>None</i></p>
COMMENTS	
RECOMMENDATIONS	<p><i>Approval</i></p>

RESOLUTION #2020-TR19

**RESOLUTION TO ADOPT OUTDOOR DINING POLICY, SPECIAL CONDITIONS
AND TO AUTHORIZE THE ANOKA COUNTY HIGHWAY DEPARTMENT
TO ISSUE OUTDOOR DINING PERMITS WITHIN PUBLIC RIGHTS-OF-WAY**

WHEREAS, the County of Anoka, through its Highway Department, is the road authority for county highways and public rights-of-way, including enforcement and permitting of certain uses within rights-of way as outlined in Minn. Stat. §160.27 et seq.; and

WHEREAS, in response to the COVID-19 pandemic, the state issued directives restricting capacity for many non-essential businesses, including local restaurants and bars, in an effort to slow the spread of the COVID-19 virus; and

WHEREAS, consistent with the Minnesota Department of Transportation's (MnDOT's) response to COVID-19 restrictions where restaurant owners are permitted to use MnDOT right-of way for outdoor dining purposes, Anoka County also identifies a benefit to its residents and the local community by adopting a temporary policy and procedure to expand outdoor dining opportunities for local restaurants by using public rights-of-way, and that such expansion can be safely implemented through the use of an Outdoor Dining Permit; and

WHEREAS, the Anoka County Highway Department will work with the cities and local business owners to establish compliance with all specifications and requirements of the Outdoor Dining Permit, with a top priority to ensure public safety.

NOW, THEREFORE, BE IT RESOLVED that the Anoka County Board of Commissioners hereby adopts the Outdoor Dining Policy and Special Conditions and authorizes the Anoka County Highway Department to issue Outdoor Dining Permits, in agreement with local municipalities, allowing restaurants in Anoka County to expand their outdoor seating and food and beverage services within public highway rights-of-way.

**ANOKA COUNTY OUTDOOR DINING POLICY
AND SPECIAL CONDITIONS FOR OUTDOOR DINING PERMITS
BETWEEN MUNICIPALITY AND BUSINESS FOR USE OF ANOKA COUNTY RIGHT OF WAY**

1. DEFINITIONS:

- a. MUNICIPALITY: City or township authorized to issue a permit, subject to County review and approval, for use of Anoka County right of way for the placement of Outdoor Dining Components necessary to conduct outdoor food and beverage service.
 - b. OUTDOOR DINING COMPONENT: Items placed on the Anoka County right of way by the Permitted Business, authorized through an Outdoor Dining Permit, to create an outdoor dining area in which to conduct outdoor food and beverage service, including tables, chairs, and refuse containers.
 - c. OUTDOOR DINING PERMIT: Permit issued by a Municipality and approved by Anoka County to a Permitted Business for use of Anoka County right of way for the placement of Outdoor Dining Components and the service thereto and maintenance thereof.
 - d. OUTDOOR DINING AREA: Portion of Anoka County right of way a Permitted Business is authorized to use through an Outdoor Dining Permit.
 - e. PERMITTED BUSINESS: Licensed food and beverage service establishment that is issued an Outdoor Dining Permit.
2. This policy is in response to the COVID-19 pandemic and is intended to assist those non-essential business owners of restaurants, bars, and local eating establishments, to expand capacity and operations while maintaining efforts to minimize the spread of the COVID-19 virus.
3. In addition to complying with the conditions outlined in the Outdoor Dining Use of Right of Way Permit, the Permitted Business agrees to comply with the following below requirements, guidelines, and standards:
- a. Collaborate with Municipality to develop a map, for attachment to and incorporation into, the Outdoor Dining Permit, identifying the following:
 - i. Boundaries of the Outdoor Dining Area covered by the Outdoor Dining Permit;
 - ii. Traffic Control as determined by Municipality (description of proposed traffic control); and
 - iii. If appropriate, alternate route for large commercial vehicles or agricultural vehicles.
 - b. Comply with all federal, state, and local laws and regulations, including the Minnesota Food Code and all public health and safety guidelines provided by the Minnesota Department of Health and Center for Disease Control in regard to all elements of the Outdoor Dining Area.
 - c. Maintain a copy of all food and liquor licenses and the Outdoor Dining Permit on-site.
 - d. Comply with all technical aspects of the Outdoor Dining Permit.

- e. Remove all Outdoor Dining Components by November 2, 2020 and collaborate with Municipality to restore Anoka County right of way to its previous condition to the satisfaction of the Anoka County Engineer.
- f. Maintain Outdoor Dining Area in a clean and sanitary condition and maintain all Outdoor Dining Components in good working condition.
- g. Comply with all Title II ADA requirements, including but not limited to clear zones and reach, width and height requirements for accessibility:
 - i. An ADA pedestrian access route (PAR) of four feet (4') for no more than 200 feet is allowed. If the PAR is reduced to four feet (4') for 200 feet or more a turnaround/passing space of five feet (5') x five feet (5') shall be provided.
 - ii. Vertical surface discontinuity shall be a maximum of ¼ inch (or ½ inch if beveled at 1:2).
 - iii. The cross-slope of the PAR shall be two percent (2%) whenever possible and cannot exceed three percent (3%) at any point. Where the sidewalk is greater than four percent (4%), this provision will not be applied.
- h. Refrain from placing advertising signs, other than Permitted Business identification signs, in or on the Outdoor Dining Area.

APPLICATION FOR OUTDOOR DINING PERMIT
AND USE OF COUNTY RIGHT OF WAY

Road # _____

Name of City _____ Date Use Begins _____

Business Name _____ (“Permitted Business”)

Owner Contact _____ Telephone _____

Address _____

A layout of the proposed use of the right of way area shall accompany the application.

Permission is hereby granted to close portions of the county right of way on the above referenced highway(s), subject to the following provisions:

1. The local municipality approves of the right of way use (indicated by signature on bottom of this form or attached letter/resolution from mayor or city clerk/administrator).
2. The hours of use of the right of way are as follows (insert days of the week and times of day): _____
3. Permitted Business Owners shall comply with **Anoka County’s Outdoor Dining Policy and Special Conditions**, a copy of which is attached hereto.
4. A physical barrier shall exist between traffic and the proposed use. All physical barriers must meet current design standards, including the MnMUTCD and MnDOT Temporary Barrier Guidance Manual. The County and municipality will offer technical assistance to businesses regarding physical barriers as requested.
5. Permitted Business will coordinate with Municipality to install and maintain all traffic control per Minnesota Manual on Uniform Traffic Control Devices for Streets and Highways (“MN MUTCD”) and will comply with all traffic control.
6. When using parking lanes use appropriate nighttime traffic control devices (i.e. reflectorized drums, cones, barriers) to direct traffic and to separate vehicle traffic from Outdoor Dining Areas.
7. That “Sidewalk Closed” signs and/or barriers shall be erected when a proper pedestrian access route of a minimum 4-foot width cannot be maintained.
8. Permitted Business is responsible for all costs involved, including providing adequate traffic control/physical barriers.
9. The through lanes of the county highway shall not be encroached upon.
10. Permitted Business must refrain from blocking drainage structures or impeding drainage.

11. Permitted Business must refrain from digging or drilling into any hard surfaces (pavements, curbs, sidewalks) without written Anoka County approval.
12. No permanent structures may be constructed within the highway right of way.
13. Permitted Business must maintain sightlines for motor vehicle movements, traffic control devices, and pedestrian crossings. All elements of outdoor dining will remain at least 20 feet from all intersections.
14. Permitted Business must refrain from obstructing driveways, alleyways, pedestrian ramps, building entrance or exit, emergency entrance or exit, fire hydrant or standpipe, or utility access areas, and must coordinate impacts to bus stops with appropriate transit agency.
15. Permitted Business shall be responsible for any necessary street or sidewalk cleaning to Anoka County's satisfaction.
16. Any damage to county right of way shall be repaired to the satisfaction of Anoka County Highway Department. By approving this application, the local municipality understands they may be held responsible for any repairs not completed by the establishment owner.
17. Anoka County Highway Department has the right to require additional measures and/or restrictions throughout the period of use of right-of-way to provide for the safety of the general public.
18. Permitted Businesses' insurance policies shall be modified/updated to cover any activity taking place on county right of way.
19. The local municipality and Permitted Business agrees to indemnify, save and hold harmless the County of Anoka and all its agents and employees from all suits, actions and claims of any character brought because of injuries of damages received or sustained by any person, persons or property on account of any problems, accidents or other issues associated with the event.
20. This permit shall expire when there are no longer restrictions on establishment capacity/seating locations as directed by Governor Walz, or on **November 2, 2020**, whichever occurs first.
21. **Permission from cities and/or townships is required for roads under their jurisdiction.**

Date: _____ Approved By: _____
Signature & Title of Local Authority

Date: _____ Authorized By: _____
Anoka County Highway Dept.

A representative of the Anoka County Highway Department may arrange to meet with the applicant and review the layout of the proposed area to be used prior to the start date.

cc: Area Operations Supervisor
Anoka County Sheriff



ANOKA COUNTY BOARD ACTION ITEM

June 15, 2020

TRANSPORTATION DIVISION

ACTION REQUESTED	<i>Consider recommending approval to enter into Joint Powers Agreement #C0007882 with the City of Blaine for Project CP 20-14-00, a multi-agency, joint effort project to place bituminous surfacing on several parking areas at the National Sports Center (NSC) in the City of Blaine.</i>
BACKGROUND	<p><i>Anoka County, City of Blaine, and NSC have teamed up to place bituminous surfacing on three existing gravel parking areas located on the NSC property between 105th Avenue NE and 109th Avenue NE (CSAH 12) in preparation for the upcoming 3M Golf Tournament in July 2020. The parking lots provide a large portion of the required parking capacity to serve the event.</i></p> <p><i>The City of Blaine and Anoka County HRA have agreed to share in the costs of the project. As depicted in the attached Joint Powers Agreement (JPA), each agency has agreed to cover 50% of the construction costs.</i></p>
PREVIOUS ACTION TAKEN	<p><i>04/14/2020 – Authorization to advertise for bids</i> <i>05/26/2020* – Award project to responsible low bidder, Bituminous Roadways</i></p> <p><i>*Transportation Committee Chair Report Item at Board Meeting</i></p>
COMMENTS	
RECOMMENDATIONS	<p><i>Approval</i></p>

**JOINT POWERS AGREEMENT
FOR COST PARTICIPATION IN THE NATIONAL SPORTS CENTER (NSC)
PARKING AREA PAVING PROJECT
BETWEEN 105TH AVE NE AND 109TH AVE NE (CSAH 12) IN THE CITY OF BLAINE
(CP 20-14-00)**

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 Blaine Economic Development Authority, 10801 Town Square Drive NE, Blaine, MN 55449, hereinafter referred to as "EDA".

WITNESSETH

WHEREAS, said parties mutually agree that adequate parking facilities, and access to said areas, is a critical component to the success of the 3M golf tournament; and,

WHEREAS, the 3M golf tournament provides an economic boost to the local businesses, amenities, parks and facilities; and,

WHEREAS, the County and the EDA, in coordination with the National Sports Center (NSC), have developed construction plans to place bituminous surfacing on the existing gravel parking areas at the NSC; 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 completing the NSC parking area paving project between 105th Avenue NE and 109th Avenue NE (CSAH 12) in the city of Blaine. The EDA and County see future value in the proposed parking area improvements and have committed to help fund the project. The County project number for work associated with the project is CP 20-14-00.

II. METHOD

The County shall cause the completion of plans, specifications, and construction of the parking area paving project.

III. COSTS

The estimated cost of the project is \$704,439.95. The estimated cost is based upon the lowest responsible bidder's unit prices and estimated quantities at the time of bid.

The EDA and County have each committed to pay half the cost of the project.

Upon award of the contract, the EDA 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 \$352,219.98. Prior to final billing, this estimate will be updated by the County to reflect the final quantities and costs. An updated cost estimate shall be provided to the EDA at the time of billing. The EDA's share of the cost of the project shall include only construction costs.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or EDA 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.

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 EDA shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

IX. 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 Blaine Economic Development Authority Executive Director, 10801 Town Square Drive NE, Blaine, MN 55449, on behalf of the EDA.

X. INDEMNIFICATION

The EDA 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.

XI. 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.

XII. COUNTERPARTS

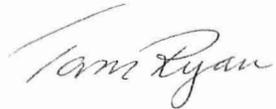
This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

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

COUNTY OF ANOKA

**BLAINE ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____
Rhonda Sivarajah
County Administrator


By: _____
Tom Ryan
President

Dated: _____

Dated: June 11, 2020


By: _____
Michelle Wolfe
Executive Director

Dated: June 11, 2020

RECOMMENDED FOR APPROVAL:

By: _____
Joseph J. MacPherson, P.E.
County Engineer

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine Carney
Assistant County Attorney

Dated: _____