

**JOINT POWERS AGREEMENT
FOR THE CHANNELIZATION OF COUNTY STATE AID HIGHWAY 78
(HANSON BOULEVARD) AT CROSSTOWN DRIVE
(SP 02-678-13)**

This Agreement made and entered into this 10th day of June, 2002, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City of Andover, 1685 Crosstown Boulevard Northwest, Andover, Minnesota, 55304, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties of this agreement agree it is in the best interest of the traveling public to channelize the intersection of County State Aid Highway No. 78 (Hanson Boulevard) and Crosstown Drive; and,

WHEREAS, the intersection of County State Aid Highway No. 78 (Hanson Boulevard) and Crosstown Drive has met warrants for a full traffic actuated traffic control signal; and,

WHEREAS, the parties agree that the County shall cause the construction and channelization of the intersection of County State Aid Highway No. 78 (Hanson Boulevard) and Crosstown Drive; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Project No. SP 02-678-13 which plans and specifications are dated June 24, 2002, and which are on file in the office of the County Engineer; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

WHEREAS, Minnesota Statute 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, traffic control systems, as well as other utilities on a portion of County State Aid Highway No. 78 (Hanson Boulevard); as described in the plans and

specifications numbered SP 02-678-13 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project No. SP 02-678-13 in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

III. COSTS

A. 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 may vary and those will be the costs for which the relevant parties will be responsible.

B. The estimated cost of the total project is \$748,241.55. Participation in the construction cost is as follows:

1. The City shall provide construction observation for the relocation and reconstruction of their utilities and approve for acceptance the work as it is completed.

1a. The City shall be responsible for any deficiencies associated with the relocation and reconstruction of the utilities that arise during or after the completion of the project.

2. The City shall pay One Hundred Percent (100%) of the hydrant and curb box relocation and gate box adjustment as well as water and sewer relocation and construction. The estimated City cost of these items is \$3,775.00.

3. The City shall designate, furnish, and deliver to the construction site replacement hydrants for any hydrants being relocated and/or replaced as a part of this project.

4. The City shall pay for the non-participating and non-eligible portion of the storm sewer construction plus a percentage of the eligible portion of storm sewer construction. The estimated cost of the non-participating storm sewer is \$0.00 of which the estimated cost to the City is \$0.00 (100%).

4a. The non-eligible and eligible portions are defined in the State Hydraulics letter.

4b. The cost of the eligible portion will be split between the City, in cities greater than 5,000 population, and County based on the ratio of contributing flow determined by the product of contributing area and runoff coefficient. The estimated percentage of contributing flow from the City is Zero Percent (0%).

4c. The total eligible estimated cost of the storm sewer is \$33,924.50 of which the estimated cost to the City is \$0.00.

4d. The total non-eligible estimated cost of the storm sewer is \$0.00 of which the estimated cost to the City is \$0.00(100%).

4e. The total cost of the storm sewer construction is estimated at \$33,924.50 of which the estimated cost to the City is \$0.00.

5. The City shall pay for Fifteen Percent (15%) of the cost of detention basins (including ponds and their outlet structures and grit chambers/collectors). The City portion of the cost is based on contributing flow to the detention basin determined by the product of contributing area and runoff coefficient. The total estimated cost of the detention basins is \$0.00 of which the estimated cost to the City is \$0.00.

6. The City shall pay Fifty Percent (50%) of the cost of concrete curb and gutter (less medians). The estimated total cost of curb and gutter including medians is \$33,102.00, of which the City's estimated share is \$1,417.50.

7. The City shall pay One Hundred Percent (100%) the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$0.00.

8. The City shall pay One Hundred Percent (100%) of the cost of new concrete and/or bituminous driveway pavement for all upgraded driveways. The City's estimated cost for driveway pavement is \$0.00.

9. The County shall pay One Hundred Percent (100%) of any in-place driveway pavement disrupted by the construction and replaced in-kind by the County.

10. The City shall pay for One Hundred Percent (100%) of the cost of new sidewalk installed on the project. The estimated cost to the City is \$0.00.

11. The County shall pay One Hundred Percent (100%) of any in-place concrete walk disrupted by the construction and replaced in-kind by the County.

12. The City shall pay One Hundred Percent (100%) of the cost of new bituminous trails. The City's estimated cost for the trail is \$0.00.

13. The City shall pay One Hundred Percent (100%) of the cost of any

street lighting included in the project. The design and installation of ornamental streetlights shall be in accordance with the County's specifications. The City's estimated cost for street lighting is \$0.00.

14a. The City shall pay Fifty Percent (50%) of the cost of construction and installation of the whole traffic actuated signal system (including County supplied materials). The City's estimated share of the construction is \$78,000.00.

14b. The County shall pay One Hundred Percent (100%) of all interconnect costs.

14c. The City shall pay One Hundred Percent (100%) of Emergency Vehicle Pre-emption (EVP) costs. The City's estimated share of the construction is \$4,000.00.

15. The total estimated cost to the City for the project is summarized below:

Right-of-Way	\$ 0.00
Construction or Adjustment of Local Utilities	\$ 3,775.00
Grading, Base & Bituminous	\$ 0.00
Storm Sewer	\$ 0.00
Concrete Curb & Gutter	\$ 1,417.50
Decorative Medians	\$ 0.00
Driveway Upgrades	\$ 0.00
Concrete Sidewalk	\$ 0.00
Trails	\$ 0.00
Street Lights	\$ 0.00
Traffic Signals	\$ 83,500.00
EVP	\$ 4,000.00
Grand Total Estimated Share To The City	\$ 92,692.50
Construction Engineering Services at 8%	\$ 7,415.40
Estimated Subtotal	\$ 100,107.90
Less Federal Funds	-57,346.07
City's Estimated Grand Total Share	\$ 42,761.83

C. The cost to the City (less Federal Funds) for the project is \$42,761.83 as shown on the attached Exhibits A and B. The City participation in construction engineering will be at a rate of 8% of the total estimated share. The estimated cost to the City for construction engineering is \$7,415.40. The total estimated construction cost to the City for the project is \$42,761.83.

D. 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 \$40,623.74. The City's share of the cost of the project shall include only

construction and construction engineering expense and does not include administrative expenses incurred by the County.

E. 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 disbursements 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 (2) 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 City shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of Crosstown Dr., including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installation, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City.

X. MAINTENANCE

A. Maintenance of the completed watermain, sanitary sewer, 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 trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

D. Maintenance of the completed signal and signal equipment shall be the sole obligation of the County.

E. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signal at the sole obligation of the County.

F. Painting of the traffic signal shall be the sole obligation of the County.

G. Timing of the traffic signal shall be determined by the County.

H. Only the County shall have access to the controller cabinet.

I. The traffic control signal 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 §169.01, Subdivision 5, and §169.03. The City shall provide a list to the County Traffic 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.

XI. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of Andover, 1685 Crosstown Dr. NW, Andover, Minnesota 55304, on behalf of the City.

XII. INDEMNIFICATION

The City and the 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 of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: Margaret Langfeld
Margaret Langfeld, Chair
County Board of Commissioners
Dated: 4/12/05

ATTEST

By: John Jay McLinden
John "Jay" McLinden
County Administrator
Dated: 4/12/05

RECOMMENDED FOR APPROVAL

By: Douglas Fischer
Douglas Fischer, P.E.
County Engineer
Dated: 3/11/05

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant County Attorney
Dated: 4-18-05

CITY OF ANDOVER

By: Michael R. Gamache
Name: MICHAEL R. GAMACHE
Dated: 3/2/05

By: Victoria Volk
Name: VICTORIA VOLK
Dated: 3/2/05

By: David D. Berkowitz
David Berkowitz, P.E.
City Engineer
Dated: 3/2/05

By: William G. Hawkins
Name: WILLIAM G. HAWKINS
Dated: 3/2/05

ANOKA COUNTY HIGHWAY DEPARTMENT **SP 02-678-13** **EXHIBIT A**

\$1,417.50

ITEM NO.	ITEM	UNIT	TOTAL QUAN.	UNIT PRICE	PROJECT TOTAL	ANOKA COUNTY		ANOKA COUNTY		CITY OF ANDOVER		STORM SEWER	
						SP 02-678-13 PART	COST	SP 02-678-13 NON	COST	SP 114-020-22	COST	QTY	COST
2506.516	Casting Assembly	Each	14.00	\$300.00	\$4,200.00								
2506.522	Adjust Frame and Ring Casting (Water)	Each	1.00	\$200.00	\$200.00					1.00	\$200.00	14.00	\$4,200.00
2511.501	Random Riprap Class II	m3	14.70	\$50.00	\$735.00							14.70	\$735.00
2511.515	Geotextile Filter Type IV	m2	66.00	\$2.50	\$162.50							66.00	\$162.50
2521.501	100 mm Concrete Walk	m2	629.80	\$24.50	\$15,430.10	629.80	\$15,430.10						
2521.501	150 mm Concrete Walk	m2	14.30	\$50.00	\$715.00	14.30	\$715.00						
2531.501	Concrete Curb and Gutter Design B418	m	1,226.00	\$27.00	\$33,102.00	1,173.50	\$31,684.50			52.50	\$1,417.50		
2554.501	Traffic Barrier Design B 8307	m	41.90	\$39.00	\$1,634.10	41.90	\$1,634.10						
2554.512	Anchorage Assembly-Plate Beam	Each	1.00	\$225.00	\$225.00	1.00	\$225.00						
2554.523	End Treatment-Eccentric Loader BCT	Each	1.00	\$1,200.00	\$1,200.00	1.00	\$1,200.00						
2557.603	Install Chain Link Fence	m	95.00	\$25.00	\$2,375.00	95.00	\$2,375.00						
2563.601	Traffic Control Stage 1	Lump Sum	1.00	\$3,000.00	\$3,000.00	1.00	\$3,000.00						
2563.601	Traffic Control Stage 2	Lump Sum	1.00	\$6,000.00	\$6,000.00	1.00	\$6,000.00						
2563.601	Traffic Control Stage 3	Lump Sum	1.00	\$4,500.00	\$4,500.00	1.00	\$4,500.00						
2563.601	Detour Signing	Lump Sum	1.00	\$1,500.00	\$1,500.00	1.00	\$1,500.00						
2563.602	Raised Pavement Marker Temporary	Each	920.00	\$1.40	\$1,288.00	920.00	\$1,288.00						
2564.531	Sign Panels Type C (F & I)	m2	30.00	\$250.00	\$7,500.00	30.00	\$7,500.00						
2564.531	Sign Panels Type D (F & I)	m2	5.00	\$225.00	\$1,125.00	5.00	\$1,125.00						
2564.537	Install Sign Type A	Each	1.00	\$375.00	\$375.00	1.00	\$375.00						
2564.602	Hazard Marker X4-2	Each	10.00	\$60.00	\$600.00	10.00	\$600.00						
2564.602	Part Message (L Arrow)-Poly Preform	Each	10.00	\$200.00	\$2,000.00	10.00	\$2,000.00						
2564.602	Part Message (R Arrow) Poly Preform	Each	12.00	\$200.00	\$2,400.00	12.00	\$2,400.00						
2564.603	100 mm Solid Line White-Paint	m	2,925.00	\$1.00	\$2,925.00	2,925.00	\$2,925.00						
2564.603	100 mm Solid Line Yellow-Paint	m	2,140.00	\$1.00	\$2,140.00	2,140.00	\$2,140.00						
2564.603	300 mm Solid Line White-Poly Preform	m	50.00	\$25.00	\$1,250.00	50.00	\$1,250.00						
2564.603	600 mm Solid Line Yellow-Poly Preform	m	110.00	\$55.00	\$6,050.00	110.00	\$6,050.00						
2564.604	Zebra Crosswalk-White Poly Preform	m2	55.00	\$125.00	\$6,875.00	55.00	\$6,875.00						
2565.511	Full T ACT T Control Signal System	Sig Sys	1.00	\$156,000.00	\$156,000.00	0.50	\$78,000.00			0.50	\$78,000.00		
2565.601	Emergency Vehicle Preemption System	Lump Sum	1.00	\$4,000.00	\$4,000.00					1.00	\$4,000.00		
2573.501	Bale Check	Each	125.00	\$6.00	\$750.00	125.00	\$750.00						
2573.502	Silt Fence Type Heavy Duty	m	2,100.00	\$7.75	\$16,275.00	2,100.00	\$16,275.00						
2575.501	Seeding	ha	1.00	\$500.00	\$500.00	1.00	\$500.00						
2575.502	Seed Mixture 50A	kg	55.00	\$12.50	\$687.50	55.00	\$687.50						
2575.505	Sodding Type Lawn	m2	3,813.00	\$2.25	\$8,579.25	3,813.00	\$8,579.25						
2575.511	Mulch Material Type 1	t	4.50	\$150.00	\$675.00	4.50	\$675.00						
2575.519	Disc Anchoring	ha	1.00	\$150.00	\$150.00	1.00	\$150.00						
2575.523	Erosion Control Blankets Category 3	m2		\$2.00									
2575.532	Commercial Fertilizer Analysis 10-20-20	kg	336.00	\$1.50	\$504.00	336.00	\$504.00						
TOTAL CONTRACT ITEMS					\$748,241.55		\$627,124.55				\$87,192.50		\$33,924.50

02/15/2002

ANOKA COUNTY HIGHWAY DEPARTMENT **SP 02-678-13** **EXHIBIT A**

\$1,417.50

ITEM NO.	ITEM	UNIT	TOTAL QUAN.	UNIT PRICE	PROJECT TOTAL	ANOKA COUNTY SP 02-678-13 PART	ANOKA COUNTY SP 02-678-13 NON	CITY OF ANDOVER SP 114-020-22	STORM SEWER
						QTY	COST	QTY	COST

TOTAL COUNTY SUPPLIED MATERIALS \$11,000.00
TOTAL \$759,241.55

84%

12%

5%

COST PARTICIPATION

ANOKA COUNTY SHARE					CITY OF ANDOVER SHARE				
COUNTY SUPPLIED SIGNAL CABINET	50.0%	\$5,500.00			COUNTY SUPPLIED SIGNAL CABINET	50.0%	\$5,500.00		
ANOKA COUNTY STORM SEWER	100.0%	\$33,924.50			CITY OF ANDOVER STORM SEWER	0%	\$0.00		
ANOKA COUNTY NON-PARTICIPATING		\$0.00			CITY OF ANDOVER NON-PARTICIPATING		\$0.00		
ANOKA COUNTY SHARE		\$666,549.05			CITY OF ANDOVER SHARE		\$92,692.50		\$759,241.55
FEDERAL FUND SPLIT	87.79%	(\$412,373.93)			FEDERAL FUND SPLIT	12.21%	(\$57,346.07)		
ANOKA COUNTY COST		\$254,175.12			CITY OF ANDOVER COST		\$35,346.43		
CONSTRUCTION ENGINEERING		\$53,323.92			CONSTRUCTION ENGINEERING		\$7,415.40		
TOTAL ANOKA COUNTY COST		\$307,499.05			TOTAL ANDOVER COST		\$42,761.83		

\$469,720.00 TOTAL FEDERAL FUNDS ARE FIXED

EXHIBIT B
COST-SHARING AGREEMENT
FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY
USING COUNTY STATE AID FUNDS OR LOCAL TAX LEVY DOLLARS

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Bikeways	0	100%
Concrete Curb & Gutter	50%	50%
Concrete Sidewalk	0	100%
Concrete Sidewalk Replacement	100%	0
Concrete Curb & Gutter for Median Construction	100%	0
Concrete Median	100%	0* ^①
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	0* ^⑥	100%
Traffic Signals (communities larger than 5,000)	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 (communities less than 5,000)	100%	0* ^③
Engineering Services	* ^④	* ^④
Right-of-Way	1005	0* ^⑤
Street Lights	0	100%

- *^① The County pays for 100% OF A Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as red brick, stamped concrete, or exposed aggregate concrete, the local unit will pay the additional cost above the cost of standard median.
- *^② In the event no State Aid is being used, drainage cost shares will be computed by proportions of total area to County area where the area of the road right-of-way is doubled prior to performance of the calculations.
- *^③ In cities less than 5,000 people the County pays for 100% of the cost of the traffic signal effective March 1986. The County collects on behalf of the cities (less than 5,000) "Municipal State Aid Dollars" since they do not themselves qualify for state aid funds. These funds are used to pay the City Share.
- *^④ 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.
- *^⑤ 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 shall be paid by the Township or City.
- *^⑥ The County will replace all driveways in-kind. Upgrades in surfacing (i.e., gravel to bituminous, bituminous to concrete shall be at 100% expense to the Township or City).