

**JOINT POWERS AGREEMENT
FOR THE RECONDITIONING OF COUNTY STATE AID HIGHWAY 10 (OLD TRUNK
HIGHWAY 10) FROM THE SOUTH COUNTY LINE TO TRUNK HIGHWAY 47
(SAP 02-610-12)**

This Agreement made and entered into this ____ day of _____, 2007, 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 Blaine, 10801 Town Square Drive NE, Blaine, Minnesota 55449, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties of this agreement have long exhibited concern for the deteriorating condition of County State Aid Highway No. 10 (Old Trunk Highway No. 10). as well as the poor drainage along County State Aid Highway No. 10 (Old Trunk Highway No. 10); and,

WHEREAS, said parties are mutually agreed that the surface reconditioning of County State Aid Highway No. 10 (Old Trunk Highway No. 10) and re-grading of the roadside ditches should be done as soon as possible; and,

WHEREAS, the parties to this Agreement consider it mutually desirable to provide new traffic control signal at the intersection of Jefferson Street for the safety of the traveling public; and,

WHEREAS, the parties agree that the County shall cause the reconditioning of County State Aid Highway 10 (Old Trunk Highway No. 10); and,

WHEREAS, the Anoka County Highway Department had prepared plans and specifications for Project No. SAP 02-610-12 which plans and specifications are dated May 30, 2001, and which are on file in the office of the County Engineer; 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 reconditioning the roadway, drainage, traffic control system, as well as other utilities on a portion of County State Aid Highway 10 (Old Trunk Highway No. 10); as described in the plans and specifications numbered SAP 02-610-12 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County provided all engineering services and has caused the construction of Anoka County Project No. SAP 02-610-12 in conformance with said plans and specifications. The County did 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 was not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, has constituted the actual "construction costs" and shall be so referred to herein. Actual costs may vary and those will be the costs for which the County will be responsible.

B. The total cost of the total project was \$2,345,318.00. Participation in the construction cost is as follows:

1. The City did provide construction observation for the relocation and reconditioning of their utilities and approve for acceptance the work as it is completed.
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 City cost of these items is \$0.00.
3. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants, which are being relocated as a part of this project, which they want replaced.
4. The City shall pay One Hundred Percent (100%) for the non-participating and non-eligible portion of the storm sewer construction plus a percentage of the eligible portion of storm sewer construction.
5. The City shall pay Zero Percent (0%) of the cost of detention basins (including ponds and their outlet structures and grit chambers and/or 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 cost of the detention basins is \$0 of which the cost to the City is \$0.
6. The City shall pay Zero Percent (0%) of the cost of concrete curb and gutter (less medians). The total cost of curb and gutter including medians is \$600.00, of which the City's share is \$0.00.
7. The City shall pay One Hundred Percent (100%) of the cost of decorative median above the cost of concrete median. The City's 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 cost for driveway pavement is \$0.00.

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

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

11. 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 cost for street lighting is \$0.00.

12. The City shall pay to the County zero percent (0%) of the cost of construction and installation of the whole traffic actuated signal system (including County supplied materials which is \$8,250.00) at Jefferson Street. The City's share of the construction is \$0.00.

13. The City shall pay zero percent (0%) of Emergency Vehicle Pre-emption (EVP) costs at Jefferson Street. The City's share of the construction is \$0.00.

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

1.	Right-of-Way	\$	0.00
2.	Construction or Adjustment of Local Utilities	\$	0.00
3.	Grading, Base & Bituminous	\$	0.00
4.	Storm Sewer	\$	0.00
5.	Detention Basins	\$	0.00
6.	Concrete Curb & Gutter	\$	0.00
7.	Decorative Medians	\$	0.00
8.	Driveway Upgrades	\$	0.00
9.	Concrete Sidewalk	\$	0.00
10.	Trails	\$	0.00
11.	Street Lights	\$	0.00
12.	Traffic Signals	\$	0.00
13.	<u>EVP</u>	\$	<u>0.00</u>
	Total construction cost	\$	0.00

C. The total construction cost to the City is \$0.00.

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, at its sole expense, installed or causes the installation of an adequate electrical power source to the service cabinet for the intersection of Jefferson Street, 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 water main, 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. Painting of the traffic signal using non-standard colors shall be the sole obligation of the City.

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 Blaine, City of Blaine, 10801 Town Square Drive NE, Blaine, Minnesota 55449 on behalf of the City.

XII. INDEMNIFICATION

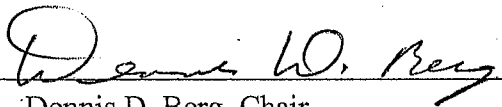
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XIII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

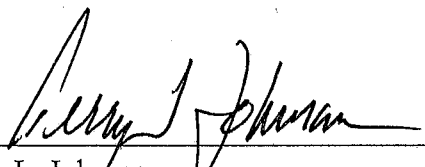
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to 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:

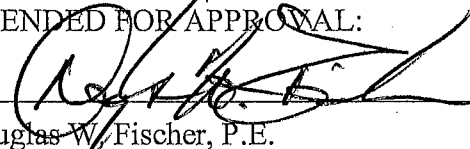
COUNTY OF ANOKA

By: 
Dennis D. Berg, Chair
Board of Commissioners

Dated: 9/7/07

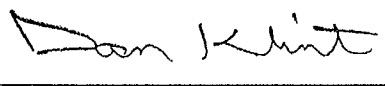
ATTEST:
By: 
Terry L. Johnson
Anoka County Administrator

Dated: 9/7/07


RECOMMENDED FOR APPROVAL:
By: 
Douglas W. Fischer, P.E.
Anoka County Engineer

Dated: 8/30/07

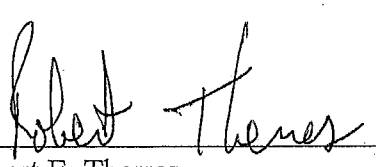
APPROVED AS TO FORM AND EXECUTION:

By: 
Dan Klint
Assistant Anoka County Attorney

CITY OF BLAINE

By: 
Tom Ryan
Mayor

Dated: 8-2-07

By: 
Robert E. Therres
Acting City Manager

Dated: 8-2-07