

**JOINT POWERS AGREEMENT  
FOR RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 12  
(109TH AVENUE) FROM COUNTY STATE AID HIGHWAY 51  
(UNIVERSITY AVENUE) TO TRUNK HIGHWAY 65  
(S.A.P. 02-612-08)**

THIS AGREEMENT is made and entered into this 27th day of October, 1998, 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 the "County," and the City of Blaine, 9150 Central Avenue Northeast, Blaine, Minnesota 55434, hereinafter referred to as the "City."

**WITNESSETH:**

WHEREAS, the parties to this Agreement have acknowledged the need to improve the ability of County State Aid Highway (CSAH) 12 (109th Avenue) from CSAH 51 (University Avenue) to Trunk Highway 65 to handle its traffic demand; and

WHEREAS, said parties also desire to improve the traffic flow and poor drainage along CSAH 12 (109th Avenue) as well as provide new traffic control signals at certain intersections; and

WHEREAS, said parties mutually agree that this reconstruction, drainage improvement, and provision of new traffic control signals should be done as soon as possible; and

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for this project, which plans and specifications are numbered 02-612-08, a copy of which is on file in the office of the County Engineer; and

WHEREAS, the parties agree that parking is to be prohibited on CSAH 12 (109th Avenue); the City and the County will pass "No Parking" resolutions and the County will forward those resolutions to the Office of State Aid along with the plans for approval; 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: (1) constructing a storm sewer system along CSAH 12 (109th Avenue) due to poor condition and drainage; (2) reconstructing the roadway from CSAH 51 (University Avenue) to Trunk Highway 65; and (3) providing new traffic control signals at the intersection of Jefferson Street for the safety of the traveling public.

II. METHOD

The County shall provide all engineering services and shall cause the construction of Project 02-612-08 in conformance with the final plans and specifications. The calling for all bid proposals shall be done by the County.

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 City will be responsible.

B. The estimated cost of the total project is Two Million One Hundred Thousand and 00/100s Dollars (\$2,100,000.00) based on the preliminary estimate. Participation in the construction costs is as follows:

1. The City will pay to the County 50% of the cost of the concrete curb and gutter (less medians). The estimated total cost of curb and gutter, including medians, is \$151,148.00, of which the City's estimated share is \$51,854.00.
2. The City will pay for 100% of the cost of new sidewalk and new bituminous trail/bikeway installed on the project. The estimated cost to the City for the new sidewalk is \$0.00. The estimated cost to the City for the new bituminous trail/bikeway is \$163,500.00.
3. The City will pay 100% of the hydrant relocation and gate box adjustment, water, and sewer construction. The estimated cost to the City for these items is \$20,000.00.
4. The City will pay for the non-eligible portion, plus the non-participating portion, of the storm sewer construction. The non-eligible cost will be determined by the State Hydraulics Letter, estimated at 20% of the cost of the storm sewer. The estimated cost of the storm sewer is \$300,000.00, of which the estimated cost to the City is \$60,000.00.

25.1. County  
use paragraph 7.

5. The City will pay to the County 75% of the cost of construction and installation of the whole traffic actuated signal system at Jefferson Street, along with 100% of the EVP system. The City's estimated share of the construction for the signal system is \$83,000.00.

6. The City will pay to the County 100% of the cost of the construction of the pedestrian trail underpass. The City's estimated share of construction costs for said pedestrian trail underpass is \$108,500.00.

7. The City will pay 100% of the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$0.0.

8. The City will pay 100% of the cost of new concrete for all upgraded driveways. The City's estimated cost for driveway pavement is \$0.0.

9. Any in-place driveway pavement disrupted by the construction will be replaced "in kind" by the County at no cost to the City.

10. The City shall furnish and deliver to the construction site replacement hydrants for any hydrant which is being relocated as a part of this project and which the City wants replaced.

11. In-place concrete walk will be replaced by the County at no cost to the City.

C. The total estimated construction cost to the City for the project is Four Hundred Eighty-Six Thousand Eight Hundred Fifty-Four and 00/100s Dollars (\$486,854.00) as shown in Exhibit A, which is attached hereto and incorporated herein. The City's participation in engineering will be at a rate of 8% of their designated share. The estimated cost to the City for engineering is \$38,948.32. The total estimated cost to the City is \$525,802.32.

D. Upon award of the contract, the City shall pay to the County, upon written demand by the County, 95% of its portion of the construction cost of the project estimated at \$499,512.20. The City's share of the cost of the project shall include only construction and engineering expenses and does not include administrative expenses incurred by the County.

E. Upon final completion of the project, the City's share of construction costs will be based upon actual construction costs. If necessary, adjustments to the initial 95% charged will be made in the form of credit or additional charges to the City's share. Also, the remaining 5% of the City's portion of the construction cost shall be paid.

F. The County and the City shall each pay 50% of the cost of furnishing and installing a maximum of one (1) tree on each residential lot between CSAH 51 (University Avenue) and Quincy Boulevard. Trees shall be 2-1/2" caliper with the species and location chosen by the City. The City shall provide the County with a plan for said trees and a list of items for the proposal form. Items

must be in conformance with Minnesota Department of Transportation Specification 2571. The City shall deliver to the County right-of-entry forms for each parcel which will receive a tree.

#### IV. "NO PARKING" RESOLUTIONS

Both the City and the County shall pass resolutions prohibiting parking on CSAH 12 (109th Avenue).

#### V. TERM

This Agreement shall continue until (1) terminated as provided hereinafter, or (2) until the construction provided for herein is completed and payment provided for herein is made, whichever of (1) or (2) shall occur first.

#### VI. 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.

#### VII. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance with state laws.

#### VIII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and a report of all receipts and disbursements shall be made upon request by either party.

#### IX. 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-rated share of costs which the County incurred prior to such notice of termination.

#### X. AFFIRMATIVE ACTION

In accordance with Anoka County's Affirmative Action Policy and the County Commissioner's policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the

program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

#### XI. SIGNALIZATION POWER

The City shall install or cause the installation of an adequate electrical power source to the service pad or pole, including any necessary extensions of power lines to signals at Jefferson Street, and upon completion of said traffic control signal installations the ongoing cost of electrical power to the signal shall be at the cost and expense of the City.

#### XII. MAINTENANCE

Maintenance of the completed signal and signal equipment will be the sole obligation of the County. The ongoing cost of electrical power to the signal and maintenance of the luminaires and EVP will be the responsibility of the City.

The City shall notify the County immediately in the event the EVP system malfunctions.

Maintenance of the completed watermain, sanitary sewer system, storm sewer system (except catch basins), catch basin leads, bikeway, trail, sidewalk, and pedestrian trail underpass, shall be the sole obligation of the City.

The County will stripe CSAH 12 (109th Avenue) from the east end of the median at CSAH 51 (University Avenue) to Quincy Boulevard as a 16' wide two-way center turn lane and a 12' wide driving lane in each direction. The edgeline of the 12' driving lane will be a solid white line 4" in width. The County will prepare for the City Engineer's consideration a drawing of the proposed pavement markings with turn lanes at all City street openings and at Jefferson Street. The County at its sole discretion may restripe the road as a 16' wide center two-way turn lane and two lanes in each direction after a period of 22 months or when so directed to do so by the Office of State Aid, whichever is sooner. In the event the roadway is restriped, the City shall pay for the removal of the edgeline described above. The estimated cost for removal of the edgeline is \$20,000.00.

At the City's option, the City may notify the County prior to the completion of the construction of CSAH 12 (109th Avenue) that the City prefers the road to be striped with four through lanes, in which case the City will have no cost for pavement marking maintenance.

The remainder of the pavement marking maintenance will be at the sole cost of the County.

#### XIII. NOTICE

For purpose of delivery of any notices herein, 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 the City Manager of Blaine, 9150 Central Avenue Northeast, Blaine, Minnesota 55433, on behalf of the City.

#### XIV. INDEMNIFICATION

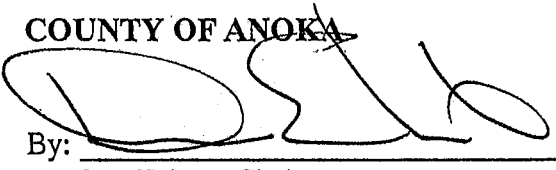
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents or employees relating to activity conducted by either party under this Agreement.

#### XV. 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 relating 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 herein.

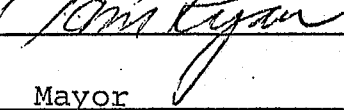
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

**COUNTY OF ANOKA**

By:   
Dan Erhart, Chairman  
County Board of Commissioners


Dated: 11-10-98

**CITY OF BLAINE**

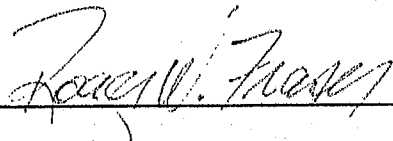
By:   
Its: Mayor

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

**ATTEST**

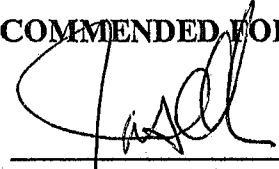
By:   
John "Jay" McLinden  
County Administrator

Dated: 11-12-98

By:   
Its: City Manager

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

**RECOMMENDED FOR APPROVAL**

By:   
Jon G. Olson, PE  
County Engineer

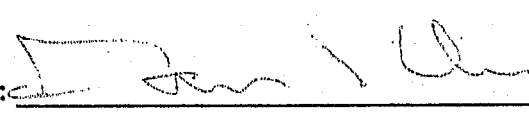
Dated: 11/6/98

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**APPROVED AS TO FORM**

By:   
Dan Klint  
Assistant County Attorney

Dated: 11-10-98

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

dk\contract\1998\blaine.jpa (based on Highway Department format)

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

<u>Item</u>	<u>County Share</u>	<u>City Share</u>
Bikeways	0	100%
Concrete Curby & 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 & 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)	1/2 of the cost of its legs of the intersection	the cost of its leg of the intersection plus 1/2 the cost of the County legs of the intersection
Traffic Signal (communities less than 5,000)	100%	0*3
Engineering Services	*4	*4
Right-of-Way	100%	0*5
Street Lights	0	100%

- \*1 The County pays for 100% of a Standard Median Design such as plain concrete. If a community requests decorative median such as red brick, stamped concrete, or exposed aggregate concrete the City 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 communities 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 City requests purchase of right-of-way in excess fo those right-of-ways required by County construction, the City participates to the extent an agreement can be reached in these properties. For instance, a City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the 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 City requesting the alignment. In addition, any costs incurred by the County because the participating City did not acquire sufficient right-of-way shall be paid by the 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 City.