

**JOINT POWERS AGREEMENT  
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 12 (109<sup>th</sup> AVENUE)  
FROM TRUNK HIGHWAY 65 TO COUNTY STATE AID HIGHWAY 52  
(RADISSON ROAD) IN BLAINE  
(S.P. 02-612-11)**

This Agreement is made and entered into this day of Aug 22, 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, a municipal corporation under the laws of the State of Minnesota, 10801 Town Square Drive, Blaine, Minnesota 55449 hereinafter referred to as the "City".

**WITNESSETH**

WHEREAS, the parties of this agreement have long exhibited concern for the deteriorating condition and traffic capacity of County State Aid Highway 12 (109th Avenue NE); and,

WHEREAS, the parties are mutually agreed that the reconstruction of County State Aid Highway 12 (109th Avenue NE) from Trunk Highway 65 to County State Aid Highway 52 (Radisson Road); including construction of a storm sewer system and bituminous trail should be done as soon as possible; and,

WHEREAS, the parties to this Agreement consider it mutually desirable to reconstruct a permanent traffic control signal at the intersection of County State Aid Highway 12 (109<sup>th</sup> Avenue NE) and Club West Parkway, and to modify the existing permanent traffic control signals at the intersections of Trunk Highway 65 and County State Aid Highway 52 (Radisson Road) for the safety of the traveling public; and,

WHEREAS, the County has received federal funds through the Surface Transportation Program to improve County State Aid Highway 12 (109th Avenue NE); and,

WHEREAS, the parties agree that the County shall cause the construction of County State Aid Highway 12 (109th Avenue NE); and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for the improvements to County State Aid Highway 12 (109th Avenue NE); under Project No. S.P. 02-612-11 which plans and specifications are on file in the office of the County Engineer; and,

WHEREAS, the parties agree that any extra work performed beyond that shown in the plans as bid shall be the responsibility of the requested party; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said projects 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 highway, segments of intersecting streets and driveways, drainage, bituminous trail, curb and gutter and traffic control systems, on a portion of County State Aid Highway 12 (109th Avenue NE); from Trunk Highway 65 to County State Aid Highway 52 (Radisson Road); as described in the plans and specifications numbered Anoka County Project S.P. 02-612-11 on file in the office of the Anoka County Highway Department (hereinafter referred to as the "Project").

II. METHOD

A. Construction

The County shall provide all design-engineering services for the Project. The County shall provide all construction-engineering services and shall cause the construction of the Project in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

B. Property

The County shall acquire all private property required for the Project through either direct purchase or condemnation. Upon request by the County, any City owned property required for the Project shall be conveyed by warranty deed by the City to the County at no cost to 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 relevant parties will be responsible.

B. The estimated construction cost of the Project (including County furnished materials) is \$4,950,847.16. Federal funds available are capped at \$2,846,640. The federal funds shall be split based on the ratio of eligible cost incurred by each party to the total eligible project cost. Eligible costs are the costs of items that can participate in federal funding as shown on Exhibit A. Supplemental agreements to the construction contract are not eligible for federal funds. The cost of any extra work performed on the project at the request of City including the addition of turn lanes at C.S.A.H. 12 (109<sup>th</sup> Avenue NE) and Davenport Street NE shall be the sole responsibility of the City. The cost of extra work including design, construction and inspection will be billed at the conclusion of the Project. Participation in the construction costs is as follows:

1. 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 to include watermain installation under TH65, south of CSAH 12. The estimated City cost of these items is \$107,139.00.

2. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants, which are being relocated as a part of the Project, which they want replaced.

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

a. 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.

4. The City shall pay for one hundred percent (100%) of 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%). The non-eligible and eligible portions are defined in the State Hydraulics letter. 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 twenty-five percent (25%). The total eligible estimated cost of the storm sewer is \$920,288.40 of which the estimated cost to the City is \$232,264.82. The total non-eligible estimated cost of the storm sewer is \$0.00 of which the estimated cost to the City is \$0.00. The total cost of the storm sewer construction is estimated at \$920,288.40 of which the estimated cost to the City is \$232,264.82.

5. The City shall pay a lump sum of \$31,633.84 towards the cost of the detention basin (including pond and grit chamber/collector). The City's portion of the cost is based on contributing flow to the detention basin determined by the product of contributing area and runoff coefficient. The pond shall be excavated outside of this project contract. The total cost of the detention basin is \$125,340.78 of which the cost to the City is \$31,824.73, approximately twenty-five percent (25%).

6. The City shall pay fifty percent (50%) of the cost of concrete curb and gutter (less median curb and gutter). The estimated total cost of curb and gutter including medians is \$209,212.20, of which the City's estimated share is \$55,342.20.

7. The City shall pay the cost of decorative median above the cost of standard concrete median. The City's estimated cost for decorative median is included in the landscaping costs.

8. The City shall pay one hundred percent (100%) of the cost of all landscaping on the project. This cost shall include design by a landscape architect, installation of plantings, design/installation of an underground watering system and median widening costs needed to meet the Anoka County Highway Department Landscape/Streetscape Guidelines. The City's estimated cost for landscape items is \$286,127.90.

9. 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.

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

11. 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 \$57,647.60.

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

13. The City shall pay one hundred percent (100%) of the cost of new bituminous trails. The cost for the trail includes: bituminous surfacing, aggregate base, sub-drains if required, soil correction, excavation, borrow material (granular and topsoil), and turf establishment. The City's estimated cost for the trail is \$175,819.30.

14. The City shall pay one hundred percent (100%) of the cost of retaining walls required to accommodate the new bituminous trails. The City's cost for retaining walls is \$0.00.

15. The City shall pay one hundred (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.

16. The City shall pay seventy-five percent (75%) of the cost of construction and installation of the whole traffic actuated signal system (including County supplied materials) at Club West Parkway and Davenport Street NE. This includes 100% of the City Signal Legs and 50% of the County Legs. The City's total estimated share of signal system construction is \$126,540.00.

17. The County shall pay one hundred (100%) of all interconnect costs.

18. The City shall pay its share of mobilization, computer equipment, field office and traffic control. The estimated cost to the City is \$49,680.00.

19. The total estimated construction cost to the City for the Project is summarized below:

1. Construction or Adjustment of Hydrant, Water, & Sewer	\$107,139.00
2. Replacement Hydrants	\$city expense
3. Reconstruction of Utilities	\$city expense
4. Storm Sewer	\$232,264.82
5. Detention Basins	\$31,824.73
6. Concrete Curb and Gutter	\$55,342.20
7. Decorative Median	\$in landscape costs
8. Landscaping	\$286,127.90
9. Driveway Upgrades	\$0.00

10. Driveway In place	\$0.00
11. Concrete Walk Upgrades	\$57,647.80
12. Concrete Walk In place	\$0.00
13. Bituminous Trails	\$175,819.30
14. Retaining Walls	\$0.00
15. Street Lights	\$0.00
16. Traffic Signals	\$126,540.00
17. Interconnect	\$0.00
18. <u>Mobilization, Field Office and Traffic Control</u>	<u>\$49,680.00</u>
19. Total estimated share of construction cost for the City	\$1,122,385.75
20. <u>Estimated Federal Funds available to the City</u>	<u>(\$480,020.15)</u>
21. Total construction cost less federal funds for 109 <sup>th</sup> Avenue Improvements	\$642,365.60

C. The estimated construction cost to the City (less Federal Funds) for the Project is \$642,365.60 as shown in the attached Exhibits A and B. The City participation in construction engineering will be at a rate of eight percent (8%) of the total estimated City share (including Federal Funds). The estimated cost to the City for construction engineering is \$87,244.88. The total estimated cost to the City for construction of the Project is \$729,898.30.

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 construction cost estimated at \$693,129.96. The City's share of the construction cost 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 all signal systems including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signals installation, the ongoing cost of the electrical power to the signals 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 signals and signal equipment shall be the sole obligation of the County.

E. The County shall maintain the traffic signal controllers, traffic signals 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 signals shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.

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

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

I. The traffic control signals 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 Systems 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 Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.

M. Malfunctions of the EVP Systems shall be immediately reported to the County.

N. All timing of said EVP Systems shall be determined by the County.

O. In the event said EVP Systems 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 Systems. Upon removal of the EVP Systems 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, 10801 Town Square Drive, Blaine, Minnesota 55449, on behalf of the City.

#### XII. INDEMNIFICATION

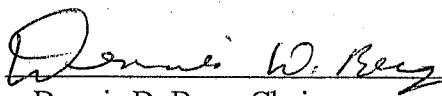
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

#### 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.

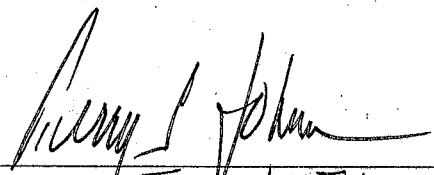
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

**COUNTY OF ANOKA**

By:   
Dennis D. Berg, Chair  
Board of Commissioners

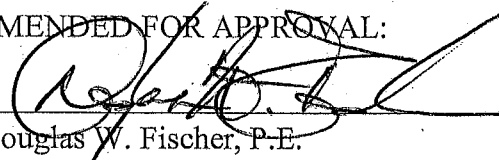
Dated: 8-21-07

ATTEST:

By:   
Terry L. Johnson  
Anoka County Administrator

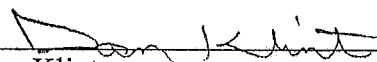
Dated: 8-21-07

RECOMMENDED FOR APPROVAL:

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

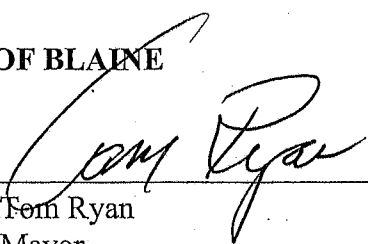
Dated: 6/28/07

APPROVED AS TO FORM AND EXECUTION:

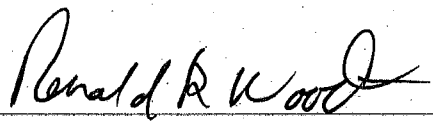
By:   
Dan Klint  
Assistant Anoka County Attorney

Dated: 8-22-07

**CITY OF BLAINE**

By:   
Tom Ryan  
Mayor

Dated: 6/21/07

By:   
Ron Wood  
City Manager

Dated: 6/21/07

By: \_\_\_\_\_  
Jean Keely, P.E.  
City Engineer

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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