

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 17
(LEXINGTON AVENUE) FROM COUNTY STATE AID HIGHWAY 32
(85TH AVENUE) TO AUSTIN STREET
(SAP 02-617-05 and SP 02-617-17)**

This Agreement made and entered into this 9th day of April, 1999, 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, 9150 Central Avenue Northeast, Blaine, Minnesota, 55434, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this Agreement have long exhibited concern for the deteriorating condition of Lexington Avenue as well as the poor drainage along County State Aid Highway 17 (Lexington Avenue); and,

WHEREAS, said parties are mutually agreed that the reconstruction of County State Aid Highway 17 (Lexington Avenue) and construction of a storm sewer system should be done as soon as possible; and,

WHEREAS, the parties to this Agreement consider it mutually desirable to provide new traffic control signals at the intersections of 85th Avenue and County State Aid Highway 23 (Lake Drive) for the safety of the traveling public; and,

WHEREAS, the parties agree that the County shall cause the reconstruction of County State Aid Highway 17 (Lexington Avenue); and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Project No. SAP 02-617-05 and SP 02-617-17, which plans and specifications are dated 4/18/01, and 5/24/01 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, the parties to this Agreement consider it mutually desirable to remove County Road 110 (Woodland Road) from the County system; and,

WHEREAS, the parties to this Agreement supported moving County State Aid Highway 17 (Lexington Avenue) to the east between Woodland Road and Flowerfield Road with the expectation that the property would be redeveloped and would continue to generate tax base after the project is completed; and,

WHEREAS, the parties to this Agreement agree that County Road 110 (Woodland Road) should be returned to the Cities of Blaine and Circle Pines; and,

WHEREAS, the County will reconstruct the west 110 meters of said County Road 110 as shown on the plans and will overlay County Road 110 from 207 feet west of the centerline of West Lake Road. The County will work with the cities to attempt to construct a 4 - 6 foot shoulder on the north side of that portion of Woodland Road being overlaid.

WHEREAS, together with the sharing of the cost of construction for the traffic signals, storm sewer, and

roadway, the City will incorporate miscellaneous utility work to be covered by this Agreement; 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 17 (Lexington Avenue) as described in the plans and specifications numbered SAP 02-617-05 and SP 02-617-17 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. SAP 02-617-05 in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

The City and County agree to pass all necessary resolutions and council/board actions to transfer jurisdiction of the south half of County Road 110 (Woodland Road) to the City within two (2) months of the request for final payment as set forth in Section III COSTS, Subsection E.

The County will coordinate the disposal of property acquired for the project, i.e., those parcels addressed as 8983 to 9127 Lexington Avenue.

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 projects 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 \$4,220,086.10. 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.

2. The City shall pay 100% of the hydrant and curb box relocation and gate box adjustments as well as water and sewer relocations and construction. The estimated City cost of these items is \$15,595.00.

3. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants, which is being relocated as a part of this project, which they want replaced.

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%). 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 7.4%. The total eligible estimated cost of the storm sewer is \$628,259.50 of which the estimated cost to the City is \$46,491.20. 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%). The total cost of the storm sewer construction is estimated at \$628,259.50 of which the estimated cost to the City is \$46,491.20.

5. The city shall pay for 10% 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 50% of the cost of concrete curb and gutter south of Station 8+300 and 10% of the costs north of Station 8+300 (less medians). The estimated total cost of curb and gutter including medians is \$255,295.00 of which the City's estimated share is \$16,572.60.

7. The city shall pay 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 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 \$4,585.00.

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 pay for 100% of the cost of new sidewalk installed on the project. The estimated cost to the City is \$0.00.

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

12. The City shall pay 100% of the cost of new bituminous trails south of Station 8+300 and 20% of the cost north of Station 8+300. The City's estimated cost for the trail is \$75,611.22.

13. The City shall pay 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 to the County 0% of the cost of construction and installation of the whole traffic actuated signal system (including County supplied materials) at CR J and 0% of the cost of construction and installation of the whole traffic actuated signal system (including County supplied materials) at Lake Drive. The City's estimated share of the construction is \$0.00.

14b. The County shall pay 100% of all interconnect costs.

14c. the City shall pay 50% of Emergency Vehicle Pre-emption (EVP) costs at the CR J signal. The City's estimated share of the construction is \$0.00.

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

1.	Right-of-Way	0.00
2.	Construction or Adjustment of Local Utilities	15,595.00
3.	Grading, Base & Bituminous	0.00
4.	Storm Sewer	46,491.20
5.	Concrete Curb & Gutter	16,572.60
6.	Decorative Medians	0.00
7.	Driveway Upgrades	4,585.00
8.	Concrete Sidewalk	0.00
9.	Trails	75,611.22
10.	Street Lights	0.00
11.	Traffic Signals	0.00
12.	EVP	
13.	<u>Construction Engineering Services</u>	<u>11,460.80</u>
	Grand Total Estimated Cost To The City	\$170,315.82

C. The total estimated cost to the City for the project is \$170,315.82 as shown on the attached Exhibits A and B. The City participation in construction engineering will be at a rate of 8% of their designated share less local utilities. The estimated cost to the City for construction engineering is \$11,460.80. The total estimated construction cost to the City for the project is \$170,315.82.

D. Upon award of the contract, the City shall pay to the County, upon written demand by the County, when accompanied by supportive attachments satisfactory to MSA, 95% of its portion of the cost of the project estimated at \$161,800.02. 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 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 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.

V. 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

Ramsey County shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of County State Aid Highway 17 and County State Aid Highway 32, including any necessary extension of power lines. Ramsey County shall be the lead agency in this matter. Upon completion of said traffic controls signal installation, the ongoing cost of the electrical power to the signal shall be paid by Ramsey County. Ramsey County will bill one-half the cost to the City of Blaine. Ramsey County should enter into an agreement with the City of Blaine prior to billing them. The City shall provide a copy of this agreement to the County.

X. MAINTENANCE

A. Maintenance of the completed water main, sanitary sewer, storm sewer (except catch basins and catch basin leads) 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 street lights and cost of electrical power to the street lights 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 luminaires, luminaire relamping, and luminaire painting.

K. All maintenance of the EVP system shall be completed by the County. The City will 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 upon request.

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 City.

P. The City along with the City of Circle Pines will be responsible for the maintenance, for all causes, of Woodland Road east of the east curb line of County State Aid Highway 17 upon turn-back to the cities. The cities may enter into a separate agreement whereby one of the other takes the lead in that maintenance effort.

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, 9150 Central Avenue NE, Blaine, Minnesota, 55434, 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 to this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: [Signature]
Dan Erhart, Chairman
Anoka County Board
of Commissioners

Dated: 4-9-02

ATTEST:

By: [Signature]
John "Jay" McLinden
Anoka County Administrator

Dated: 4-9-02

RECOMMENDED FOR APPROVAL:

By: [Signature]
Jon G. Olson, PE
Anoka County Engineer

Dated: 3/28/02

CITY OF BLAINE

By: [Signature]
Name: Tom Ryan

Title: Mayor

Dated: 2-7-02

By: [Signature]
Name: Roger Fraser

Title: City Manager

Dated: 2-7-02

By: _____

Name: _____

Title: _____

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: [Signature]
Dan Klint
Assistant Anoka County Attorney

Dated: 2-10-02

By: _____

Name: _____

Title: _____

Dated: _____

dk\2001\blaine990509 (prepared by Highway Dept.)

EXHIBIT B

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)	½ of the cost of its legs of the intersection	the cost of its leg of the intersection plus ½ 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.