

**JOINT POWERS AGREEMENT  
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 17  
(LEXINGTON AVENUE) FROM PHEASANT RIDGE DRIVE TO  
COUNTY STATE AID HIGHWAY 14 (125<sup>th</sup> AVENUE NE) IN BLAINE  
(S.P. 02-617-13)**

This Agreement is made and entered into this 20<sup>th</sup> day of March, 2008, 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 17 (Lexington Avenue); and,

WHEREAS, the parties are mutually agreed that the reconstruction of County State Aid Highway 17 (Lexington Avenue) 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 construct a new permanent traffic control signal at the intersection of County State Aid Highway 12 (109<sup>th</sup> Avenue NE), to reconstruct a permanent traffic control signal at the intersection of County State Aid Highway 14 (125<sup>th</sup> Avenue NE), and to modify the existing permanent traffic control signal at the intersection of Pheasant Ridge Drive NE for the safety of the traveling public; and,

WHEREAS, the parties to this agreement consider it mutually desirable to construct conduit and handholes at the intersections of 113<sup>th</sup> Avenue NE, 117<sup>th</sup> Avenue NE and 121<sup>st</sup> Avenue NE for possible future signalization: and,

WHEREAS, the County has received federal funds through the Surface Transportation Program to improve County State Aid Highway 17 (Lexington Avenue); and,

WHEREAS, the parties agree that the County has caused the construction of County State Aid Highway 17 (Lexington Avenue); and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for the improvements to County State Aid Highway 17 (Lexington Avenue) under Project No. S.P. 02-617-13 which plans and specifications are on file in the office of the County Engineer; and,

WHEREAS, the parties have an existing Memorandum of Understanding ("MOU") dated July 16, 2003, regarding said project; 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 17 (Lexington Avenue) from 0.12 miles south of Pheasant Ridge Drive to 0.36 miles north of 125<sup>th</sup> Avenue NE; as described in the plans and specifications numbered Anoka County Project S.P. 02-617-13 on file in the office of the Anoka County Highway Department (hereinafter referred to as the "Lexington Avenue Improvements").

II. METHOD

A. Construction

The County has provided all design-engineering services for the Lexington Avenue Improvements. The County has provided all construction-engineering services and has caused the construction of the Lexington Avenue Improvements in conformance with said plans and specifications. The County has done the calling for all bids and the acceptance of all bid proposals.

B. Property

The County has acquired all private property required for the Lexington Avenue Improvements through either direct purchase or condemnation. Upon request by the County, the City owned property required for the Lexington Avenue 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. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

B. The actual construction cost of the Lexington Avenue (including County furnished materials) is \$8,339,022.35. Federal funds available are capped at \$2,561,684.00. 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) and Pheasant Ridge Drive 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. The City cost of these items is \$0.00.

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. 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 and catch basins plus a percentage of the eligible portion of storm sewer construction. The cost of the non-participating storm sewer is \$0.00 of which the 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 percentage of contributing flow from the City is 7 percent (7%). The total eligible cost of the storm sewer is \$1,193,607.28 of which the cost to the City is \$83,552.51. The total non-eligible cost of the storm sewer is \$0.00 of which the total cost to the City is \$0.00.

5. The City shall pay fifty percent (50%) of the cost of concrete curb and gutter (less median curb and gutter). The total cost of curb and gutter including medians is \$215,432.00, of which the City's share is \$108,510.13.

6. The City shall pay the cost of decorative median above the cost of concrete median. The City's total cost for decorative median is \$0.00.

7. 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 total cost for driveway pavement is \$0.00.

8. The City shall for 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 cost for the trail is \$90,083.50.

9. 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 total cost for street lighting is \$0.00.

10. 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 which is \$8,931.67) at 109<sup>th</sup> Avenue and one hundred percent (100%) of the manholes and conduit construction for possible future signalization of 113<sup>th</sup> Avenue NE, 117<sup>th</sup> Avenue NE and 121<sup>st</sup> Avenue NE intersections. The City shall pay zero percent (0%) of the cost of construction and

installation of the whole traffic actuated signal system at 125<sup>th</sup> Avenue NE. The City shall pay zero percent (0%) of the cost of construction to modify the signal system at Pheasant Ridge Drive. The City's total share of signal system construction is \$134,494.67.

11. The City shall pay one hundred percent (100%) of Emergency Vehicle Pre-emption (EVP) costs. The City's total share of the construction is \$7,500.00

12. The City shall pay its portion of Supplemental Agreement #3 which is \$177,035.62.

13. The total construction cost to the City for the Lexington Avenue Improvements is summarized below:

1. Hydrant and Curb box relocations	\$0.00
2. Replacement Hydrants	\$0.00
3. Construction or Adjustment of Local Utilities	\$0.00
4. Storm Sewer and Catch Basins	\$83,552.51
5. Concrete Curb and Gutter	\$108,510.13
6. Decorative Median and Plantings	\$0.00
7. Driveway Upgrades	\$0.00
8. Bituminous Trail	\$90,083.50
9. Street Lights	\$0.00
10. Traffic Signals	\$134,494.67
11. EVP	\$7,500.00
12. <u>Supplemental Agreement #3</u>	<u>\$177,035.62</u>
13. Total share of construction cost for the City	\$601,176.43
14. <u>Federal Funds available to the City</u>	<u>(\$142,340.16)</u>
15. Total construction cost less federal funds for Lexington Avenue Improvements	\$458,836.27

C. The total construction cost to the City (less Federal Funds) for the Lexington Avenue is \$458,836.27 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 City share (including Federal Funds) is \$48,094.11. The total cost to the City for construction of the Lexington Avenue is \$506,930.38.

E. The City shall pay to the County, upon written demand by the County, one hundred percent (100%) of its portion of the construction cost of the Project at \$506,930.38. The City's share of the construction cost of the Project shall include only construction and construction engineering expense and does not include administrative expenses incurred by the County.

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 sidewalks, including snow plowing, shall be the sole responsibility of the City.

C. Maintenance of the bituminous trails shall be the responsibility of the City and Anoka County Parks and Recreation Department. The City shall be responsible for general routine maintenance, such as, sweeping, clearing, plowing, trash removal and other incidental items. The County Parks and Recreation Department shall be responsible for long-term maintenance, such as bituminous overlays, crack-sealing and replacement. Trail signage will be provided by and maintained by the County Parks and Recreation Department.

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

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

F. 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.

G. Painting of the traffic signal shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.

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

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

J. The traffic control signal shall be the property of the County.

K. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.

L. 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.

M. 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.

N. Malfunctions of the EVP System shall be immediately reported to County.

O. All timing of said EVP System shall be determined by the County.

P. 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, 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

CITY OF BLAINE

By: Dennis D. Berg  
Dennis D. Berg, Chair  
Board of Commissioners

By: Tom Ryan  
Tom Ryan  
Mayor

Dated: 4/30/08

Dated: 3/20/08

ATTEST:

By: Terry L. Johnson  
Terry L. Johnson  
Anoka County Administrator

By: Clark E. Arneson  
Clark E. Arneson  
City Manager

Dated: 4/30/08

Dated: 3/20/08

RECOMMENDED FOR APPROVAL:

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

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

Dated: 4/28/08

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

APPROVED AS TO FORM AND EXECUTION:

By: Dan Klint  
Dan Klint  
Assistant Anoka County Attorney

**S.P. 02-617-13**

**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	100%	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, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.
- \*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).