

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 51
(UNIVERSITY AVENUE) BETWEEN TRUNK HIGHWAY 10 AND CSAH 10
IN THE CITIES OF COON RAPIDS AND BLAINE, MN
(SP 02-651-06)**

THIS AGREEMENT is made and entered into this 20th day of March, 2008 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 "County", and the City of Blaine, 10801 Town Square Drive, Blaine, MN 55449, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct County State Aid Highway 51 (University Avenue) between TH 10 and CSAH 10; and,

WHEREAS, said parties mutually agree that County State Aid Highway 51 (University Avenue) between TH 10 and CSAH 10 is in need of reconstruction; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction County State Aid Highway 51 (University Avenue) between TH 10 and CSAH 10 in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over County State Aid Highway 51 (University Avenue) between TH 10 and CSAH 10; 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 reconstructing the roadway, drainage, sidewalk, traffic control systems, as well as other utilities on a portion of County State Aid Highway 51 (University Avenue) between TH 10 and CSAH 10 as described in proposed final engineering plans and specifications. The County project number for the reconstruction is SP 02-651-06, the City project number is 106-020-27. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall cause the construction of Anoka County Project SP 02-651-06, the City project number is 106-020-27. in conformance with proposed engineering plans and specifications.

I. COSTS

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.

The estimated construction cost of the total project (including County furnished materials) is \$2,710,506.15. Federal funds available for the Project are capped at \$2,007,782.34. 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. 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. 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 estimated City cost of these items is 8,000.00.
2. 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.
 - a. The estimated cost of the non-participating storm sewer is \$0 of which the estimated cost to the City is \$0.
 - b. The cost of the eligible portion will be split between the City 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 13.28%. The total eligible estimated cost of the storm sewer is \$313,223.20 of which the estimated cost to the City is \$41,596.04.
3. The City shall pay its share of the cost of concrete curb and gutter. The City's estimated share is \$14,545.20.
4. The City shall pay one hundred percent (100%) of the cost of Landscaping. The City's estimated cost for landscaping is \$TBD.
5. The City shall pay for its portion of the cost of new trail installed on the project. The estimated cost to the City is \$150,571.80.
6. The City shall pay its portion 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 TBD.
7. The City shall pay their share of mobilization and traffic control as determined using the Engineer's Estimate. The estimated City cost of these items is \$24,117.09.
8. The City shall pay 37.5% of the cost of construction and installation of the whole traffic actuated signal system (including county supplied supplies which is \$5,625.00) at 91st Avenue. The City's total share of the signal system construction is \$93,900.00.

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

1 Construction or Adjustment of Local Utilities	\$ 8,000.00
2 Storm Sewer	\$ 41,596.04
3 Concrete Curb & Gutter	\$ 14,545.20
4 Landscape	TBD
5 Trail	\$ 150,571.80
6 Street Lights	TBD
7 Mobilization, Traffic Control	\$ 24,117.09
8 Traffic Signal	\$ 93,900.00
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Total Estimated Share of Construction Cost To The City	\$ 332,730.13
Estimated Federal Funds available to the City	\$ 232,910.00
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Total Cost less Federal Funds	\$ 99,820.13

The total estimated construction cost to the City (less Federal Funds) for the project is \$99,820.13. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated share. The estimated cost to the City for construction engineering is \$26,618.41 and total estimated cost to the City for the project is \$126,438.54.

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 cost of the project estimated at \$120,116.61. 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.

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 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 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 herein, the 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 to the City Manager of City of Blaine, 10801 Town Square Drive, Blaine, MN 55449, on behalf of the City.

XII. INDEMNIFICATION

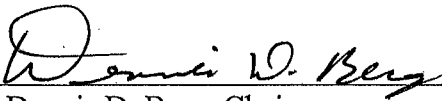
The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. 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.

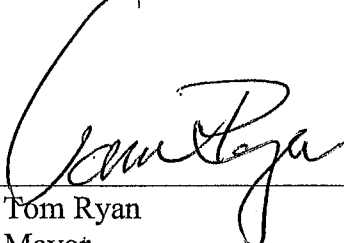
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: 
Dennis D. Berg, Chair
Board of Commissioners


Dated: 4/8/08

CITY OF BLAINE

By: 
Tom Ryan
Mayor

Dated: 03/20/08

ATTEST


By: 
Terry L. Johnson
County Administrator

Dated: 4/8/08

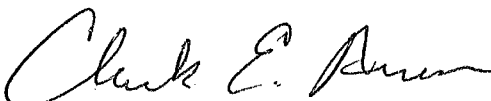
By: _____

Dated: _____

RECOMMENDED FOR APPROVAL

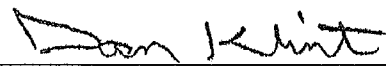
By: 
Douglas W. Fischer, P.E.
County Engineer

Dated: 4/4/08

By: 
Clark E. Arneson
City Manager

Dated: 03/20/08

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 4-11-08