

**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  
(S.A.P. 02-617-05 and 02-617-17)**

This Agreement made and entered into this 9<sup>th</sup> day of March , 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 Circle Pines, 200 Civic Heights Circle, Circle Pines, Minnesota 55014, hereinafter referred to as the "City".

**WITNESSETH**

WHEREAS, the parties of this Agreement have concern for the deteriorating condition of Lexington Avenue as well as the poor drainage along Lexington Avenue; and,

WHEREAS, said parties are mutually agreed that the reconstruction of 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 intersection of 85<sup>th</sup> Avenue and 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 SAP 02-617-05 and SP 02-617-17, which plans and specifications are dated the \_\_\_\_\_, and which are on file in the office of the County Engineer; 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 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; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

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 S.A.P. 02-617-05 and S.P. 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 S.A.P. 02-617-05 and S.P. 02-617-17 in conformance with said plans and specifications. The County/City 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 north half of Woodland Road (County Road 110) to the City within two months of the request for final payment as set forth in Section III COSTS, Subsection F.

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.

1a. 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.

2. The City shall pay 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 \$7,422.00.

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

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 zero percent (0.0%). The total eligible estimated cost of the storm sewer is \$448,984.00 of which the estimated cost to the City is \$0.00. 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 \$448,984.00 of which the estimated cost to the City is \$0.00.

5. The City shall pay for zero percent (0.0%) 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 cost of curb and gutter 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 \$6,419.60.

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 south of Station 8+300 and 20% of the cost of upgraded driveways north of Station 8+300. The City's estimated cost for driveway pavement is \$897.40.

9. Any inplace driveway pavement disrupted by the construction will be replaced inkind 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. Inplace 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 of trails north of Station 8+300. The City's estimated cost for the trail is \$12,285.20.

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 County Road "J" and zero percent (0.0%) 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 traffic signal interconnect costs.

14c. The City shall pay 50% of Emergency Vehicle Pre-emption (EVP) costs at the Lake Drive signal. The City's estimated share of the construction is \$3,750.00.

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

1. Engineering Services	\$ <u>0.00</u>
2. Construction or Adjustment of Local Utilities	\$ <u>7,422.00</u>
3. Grading, Base & Bituminous	\$ <u>0.00</u>
4. Storm Sewer	\$ <u>0.00</u>

5. Concrete Curb & Gutter	\$ 6,419.60
6. Decorative Medians	\$ 0.00
7. Driveway Upgrades	\$ 897.40
8. Concrete Sidewalk	\$ 0.00
9. Trails	\$ 12,285.20
10. Street Lights	\$ 0.00
11. Traffic Signals	\$ 0.00
12. EVP	\$ 3,750.00
13. Construction Engineering Services	\$ 2,461.94
14. Tree Allowance	\$ (15,000.00)

Grand Total Estimated Cost To The City \$ 18,236.14

C. The County shall credit to the City a tree allowance based on the loss of trees to the general area. The credit will be in the amount of \$15,000.00 directly against the Total Estimated Cost to the City. The City shall cause to be planted on public property within the City of Circle Pines approximately 75 - 1½" caliper trees of their choice within two (2) years of the completion of the project and provide evidence of same to the County. If the City of Circle Pines does not cause the trees to be planted within the time prescribed, they will forfeit said tree allowance and issue payment of the \$15,000.00 to the County. No trees shall be planted on County Highway Right-of-Way.

D. The total estimated cost to the City for the project is \$30,774.20 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. The estimated cost to the City for construction engineering is \$2,461.94. The total estimated construction cost to the City for the project is \$ 33,236.14. To this amount the credit of \$15,000.00 for tree allowance will be deducted. The total estimated cost to the City becomes \$18,236.14.

E. Upon award of the contract, the city shall pay to the County, upon written demand by the County, 95% of its portion of the cost of the project estimated at \$17,324.33. 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.

F. 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.

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, along with the City of Lexington, 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 23, including any necessary extension of power lines. The City of Circle Pines 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 the City of Circle Pines. The City of Circle Pines will bill one-half the cost to the City of Lexington. The City of Circle Pines should enter into an agreement with the City of Lexington prior to billing them. The City shall provide a copy of this agreement to the County executed upon execution by the parties.

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 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. The City of Circle Pines will bill one-half the cost of luminaire maintenance to the City of Lexington.

K. 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.

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 on an annual basis.

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. If it is determined by the County that said EVP System or components are, 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.

P. The City along with the City of Blaine shall be responsible for the maintenance, for all causes, of Woodland Road east of the east curb line of County State Aid Highway 17 upon turnback to the cities. The cities may enter into a separate agreement to formalize who 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 Administrator of Circle Pines, 200 Civic Heights Circle, Circle Pines, Minnesota 55014, 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:

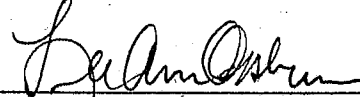
COUNTY OF ANOKA

By: 

Dan Erhart, Chairman  
Board of Commissioners

Dated: 8/28/01

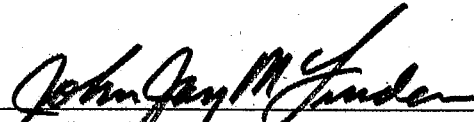
CITY OF CIRCLE PINES

By: 

Its: Mayor

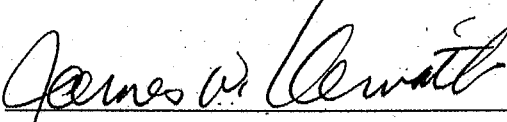
Dated: 4/20/01

ATTEST

By: 

John "Jay" McLinden  
County Administrator

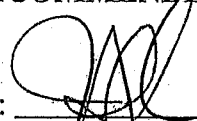
Dated: 8/28/01

By: 

Its: CITY ADMINISTRATOR

Dated: 4/20/01

RECOMMENDED FOR APPROVAL

By: 

Jon G. Olson, P.E.  
Highway Engineer

Dated: 8/10/01

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

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

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

APPROVED AS TO FORM

By: 

Dan Klint  
Assistant County Attorney

Dated: 8-29-01

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

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

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

