

Route: \_\_\_\_\_ Rd No: \_\_\_\_\_  
File: \_\_\_\_\_  
**JOINT POWERS AGREEMENT  
FOR IMPROVEMENT OF THE INTERSECTION  
AT CSAH #6 (MISSISSIPPI STREET) AND TH 47  
PROJECT S.A.P. 02-606-08**

6  
Anoka  
JPA  
02-606-08

This Agreement made and entered into this 25<sup>th</sup> day of February, 1992, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 325 East Main Street, Anoka, Minnesota, 55303, hereinafter referred to as "County," and the City of Fridley, a political subdivision of the State of Minnesota, 6431 University Avenue N.E., Fridley, Minnesota, 55432, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the parties to this Agreement consider it mutually desirable to improve the intersection at CSAH #6 (Mississippi Street) and TH 47; and

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

WHEREAS, said work will be carried out in accordance with the provisions of Minn. Stat. § 471.59.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

1. PURPOSE

The County and City have joined together for the purpose of improving the intersection at CSAH #6 (Mississippi Street) at TH 47 in the City of Fridley.

2. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project S.A.P. 02-606-08 in conformance with said plans and specifications. The letting of bids and the acceptance of all bid proposals shall be done by the County.

3. 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. The estimated costs are attached as Exhibit A, and incorporated herein by reference.
- b. The total estimated cost of construction for the project is \$816,913.10. Participation in the construction cost is as follows:
  - (1) The City shall pay non-state aid portion of the storm sewer system which is estimated to be 25% of the cost of the storm sewer. The

total estimated construction cost is \$60,508.00, of which the City's estimated share is \$15,127.00.

- (2) The City shall pay for all water system improvements, estimated at \$1,725.00.
- (3) The City shall pay 100% of the frame and ring adjustments for which the estimated cost is \$750.00.
- (4) The City shall pay for 50% of the cost of roadside curb and gutter not including the cost of the median curb, concrete driveways and concrete stone paving used in the medians and boulevards. The estimated cost of the curb and gutter is \$36,105.00, of which the estimated cost to the City is \$12,300.00.
  - (a) The City shall pay 100% of the concrete stone paving, estimated at \$70,374.00.
  - (b) The City shall pay 100% of the concrete driveways, estimated at \$8,112.00.
  - (c) The City shall pay for all sidewalk which is not replacement sidewalk, and removal of walk in the Southeast Quadrant of the intersection in an amount estimated at \$12,510.00. The total estimated construction cost for sidewalks is \$40,536.00.
- (5) The City shall pay 25% of the cost of reconstruction of the traffic signal system at the intersection of TH 47 and CSAH #6. The estimated cost of the traffic control system is \$80,000.00, of which the City's share is \$20,000.00.
- (6) The City shall pay 100% of the cost of the lighted sign panels, estimated at \$28,000.00.
- (7) The City shall pay 100% of the cost of street lighting. The estimated cost of street lighting is \$97,000.00
- (8) The City shall pay 100% of the cost of poly pre-formed pavement markings for this project and striping on its City streets. The total estimated cost is \$1,545.60.

- (9) The City shall pay 100% of the cost for the construction of the northward extension of Third Street and paving of the Municipal Parking Lot estimated to be \$13,858.00.
- (10) The County shall pay all right-of-way costs associated with the project except that right-of-way in the Southwest Quadrant of the intersection which shall be acquired by the City. If said plans are changed or modified after the date of this Agreement, then the City shall pay the County all right-of-way costs in excess of the right-of-way costs that have been included under the original plans.
- (11) The City shall pay the County for preliminary engineering services at a rate of eight percent (8%) of the actual costs for sanitary sewer and water main construction included in the original plans. The estimated cost of sanitary sewer and water was \$47,195.00, with the preliminary engineering fee estimated at \$3,775.60.
- (12) The City shall pay the County for revision of the plans made at their request in a letter from the Fridley Director of Public Works, dated November 10, 1990. The estimated cost of these extra services is \$7,000.00.
- (13) The City shall pay the County for construction engineering services at a rate of eight percent (8%) of its actual construction costs, excluding preliminary engineering fees. Total estimated construction costs for Fridley are estimated at \$281,301.60, with construction engineering services estimated at \$22,504.13.
- (14) The total estimated cost to the City is \$314,581.33 based on the following itemized estimates:

Storm sewer	\$15,127.00
Water systems	1,725.00
Sanitary frame & ring adjustment	750.00
Roadside curb & gutter	12,300.00
Concrete stone paving	70,374.00
Concrete driveways	8,112.00
Sidewalks	12,510.00
Traffic signal system	20,000.00
Sign panels	28,000.00
Lighting systems	97,000.00
Pre-formed pavement markings	1,545.60

3rd Street & Municipal Lot	<u>13,858.00</u>
TOTAL CONSTRUCTION COST:	\$281,301.60

Preliminary Engineering:	10,775.60
Construction Engineering:	<u>22,504.13</u>
TOTAL ESTIMATED COST:	\$314,581.33

- c. Upon final completion of the construction the City shall pay to the County, upon written demand by the County, the actual cost of construction and engineering, estimated to be \$314,581.33. The City's share of the project shall include only construction costs and engineering costs and does not include administrative or other expenses incurred by the County.

4. TERM

This Agreement shall continue until (1) terminated as provided hereinafter, or (2) until the construction provided for herein is completed and payment provided for herein is made, whichever of (1) or (2) shall first occur. The City's obligation to supply ongoing electrical power costs will survive this Agreement.

5. 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.

6. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County and City in conformance to the State Laws.

7. 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.

8. SIGNALIZATION POWER

The City shall be responsible for the ongoing cost of electrical power to the signal and lighting.

9. MAINTENANCE

The City shall be responsible for the maintenance of the storm sewer system, except for the catch basins and catch basin leads; the sanitary sewer and water systems; the lighting systems; all sidewalk, driveways, and concrete paving stone pavement; all landscaping, specifically trees and shrubs placed by the City after completion of the project and internally illuminated sign panels.

10. 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.

11. AFFIRMATIVE ACTION

In accordance with Anoka County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, marital status, public assistance status, age, disability, or national origin.

12. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 325 East Main Street, Anoka, Minnesota, 55303, on behalf of the County, and the City Manager, City of Fridley, 6431 University Avenue N.E., Fridley, Minnesota, 55432, on behalf of the City.

13. 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.

14. 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 relating 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 herein.

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

**COUNTY OF ANOKA**

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

Dated: 2-25-92

**CITY OF FRIDLEY**

By: [Signature]  
Name: William J. Nee

Title: Mayor

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

**ATTEST**

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

Dated: 2-25-92

By: [Signature]  
Name: William W. Burns

Title: City Manager

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

**RECOMMENDED FOR APPROVAL**

By: [Signature]  
Paul K. Ruud  
County Engineer

Dated: 1-8-92

**APPROVED AS TO FORM**

By: [Signature]  
Dan Klint  
Assistant County Attorney

Dated: 2-28-92

## EXHIBIT A

### Cost Sharing Agreement for Projects Constructed in Anoka County Using County State Aid Funds or Local Tax Levy Dollars

ITEMS	COUNTY SHARE	CITY SHARE
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*
Grading, Base & Bituminous	100%	0
Storm Sewer	Based on State Aid Letter	Based on State Aid Letter
Traffic Signals (Communities larger than 5,000) of	1/2 of the cost of its legs of the intersection	the cost of its legs of the intersection plus 1/2 the cost
of the Traffic Signal (Communities less than 5,000)	100%	the County legs intersection
Engineering Services for construction	90+ %	0**
Right of Way	100%	8% of its actual construction cost 0***

\* 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.

\*\* In communities less than 5,000 people the County pays for 100% of the cost of the traffic signal effective in March of 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.

\*\*\* In the event that the City requests purchase of right-of-way in excess of those right-of-ways required by county construction the cities participate to the extent an agreement can be reached in these properties. For instance a city may request a sidewalk be constructed alongside of one of our roadways which would required additional right of way, in this case the City may pay for that portion of the right of way.

Exhibit A

ENGINEER'S ESTIMATE

SAP NO. 02-606-08, WHOT NO. 0205-8812, FRIDLEY MAS NO. 129-020-09

MISSISSIPPI BLVD. AT I.H. 47

ITEM NO.	ITEM	UNIT	QUANT.	PRICE	TOTAL	ENGINEER'S ESTIMATE									
						100% SAP	02-606-08	50% SAP	50% NSAP	100% NSAP	MISC. ROVY.	100% FRIDLEY	% SAP	% LOCAL	50% WH 0205-8812 25% SAP 25% NSAP
						QUANT.	TOTAL	QUANT.	TOTAL	QUANT.	TOTAL	QUANT.	TOTAL	QUANT.	TOTAL
1	2021.501 MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	1	\$20,000.00		\$0.00		\$0.00		\$0.00		\$0.00
2	2021.501 FIELD OFFICE, TYPE 0	EACH	1	\$4,000.00	\$4,000.00	1	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00
3	2101.511 CLEARING AND GRUBBING	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00		\$0.00		\$0.00		\$0.00		\$0.00
4	2101.511 REMOVE PIPE SEWERS	LF	205	\$3.00	\$615.00	205	\$615.00		\$0.00		\$0.00		\$0.00		\$0.00
5	2101.501 REMOVE RETAINING WALL	LF	90	\$2.00	\$180.00	90	\$180.00		\$0.00		\$0.00		\$0.00		\$0.00
6	2101.501 REMOVE CONCRETE CURB	LF	4275	\$3.00	\$12,825.00	4275	\$12,825.00		\$0.00		\$0.00		\$0.00		\$0.00
7	2101.501 REMOVE BITUMINOUS PAVEMENT	SY	13400	\$11.00	\$147,400.00	13400	\$147,400.00		\$0.00		\$0.00		\$0.00		\$0.00
8	2101.505 REMOVE BITUMINOUS WALK	SY	200	\$1.00	\$200.00	200	\$200.00		\$0.00		\$0.00		\$0.00		\$0.00
9	2101.505 REMOVE CONCRETE WALK	SY	2310	\$3.00	\$6,930.00	0	\$0.00		\$0.00	2310	\$6,930.00		\$0.00		\$0.00
10	2101.505 REMOVE CONCRETE DRAINWAY	SY	195	\$3.00	\$585.00	195	\$585.00		\$0.00		\$0.00		\$0.00		\$0.00
11	2101.509 REMOVE PIPE APRONS	EACH	7	\$1,400.00	\$9,800.00	7	\$9,800.00		\$0.00		\$0.00		\$0.00		\$0.00
12	2101.509 REMOVE MANHOLES	EACH	4	\$200.00	\$800.00	4	\$800.00		\$0.00		\$0.00		\$0.00		\$0.00
13	2101.512 SAWING BITUMINOUS PAVEMENT	LF	885	\$2.00	\$1,770.00	885	\$1,770.00		\$0.00		\$0.00		\$0.00		\$0.00
14	2101.521 SALVAGE PIPE SEWER	LF	58	\$6.00	\$348.00	58	\$348.00		\$0.00		\$0.00		\$0.00		\$0.00
15	2101.521 SALVAGE CASTINGS	EACH	15	\$100.00	\$1,500.00	15	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00
16	2101.523 SALVAGE EXCAVATION (P)	CT	9555	\$2.00	\$19,110.00	9555	\$19,110.00		\$0.00		\$0.00		\$0.00		\$0.00
17	2105.523 COMMON BORROW (EV)	CT	500	\$2,250.00	\$1,125.00	500	\$1,125.00		\$0.00		\$0.00		\$0.00		\$0.00
18	2105.525 TOPSOIL BORROW (L.V.)	CT	300	\$7.00	\$2,100.00	300	\$2,100.00		\$0.00		\$0.00		\$0.00		\$0.00
19	2211.503 AGGREGATE BASE PLACED CL-5-4(C)	CT	4150	\$12.00	\$49,800.00	4150	\$49,800.00		\$0.00		\$0.00		\$0.00		\$0.00
20	2211.510 BINDER COURSE MIXTURE TYPE 31	TON	1735	\$24.00	\$41,640.00	1735	\$41,640.00		\$0.00		\$0.00		\$0.00		\$0.00
21	2211.514 BASE COURSE MIXTURE TYPE 31	TON	2904	\$24.00	\$69,696.00	2904	\$69,696.00		\$0.00		\$0.00		\$0.00		\$0.00
22	2231.508 WEAR COURSE MIXTURE TYPE 41	TON	1135	\$17.00	\$19,295.00	1135	\$19,295.00		\$0.00		\$0.00		\$0.00		\$0.00
23	2337.502 BITUMINOUS WAT. FOR JACK COAT	GAU	1135	\$1.50	\$1,702.50	1135	\$1,702.50		\$0.00		\$0.00		\$0.00		\$0.00
24	0411.601 CONCRETE BENCH PAD	LS	1	\$250.00	\$250.00	1	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00
25	0411.606 CONCRETE BUS SHELTER PAD	SY	11	\$252.00	\$2,772.00	11	\$2,772.00		\$0.00		\$0.00		\$0.00		\$0.00
26	2521.501 1" CONCRETE WALK	SY	22520	\$1.80	\$40,536.00	19420	\$34,956.00	3100	\$5,580.00		\$0.00		\$0.00		\$0.00
27	0521.501 CONCRETE PAVING STONE PAVEMENT	SY	1902	\$37.00	\$70,374.00	0	\$0.00	1902	\$70,374.00		\$0.00		\$0.00		\$0.00
28	2531.501 CONCRETE CURB AND GUTTER DES. 8612	LF	1100	\$5.00	\$5,500.00	0	\$0.00	1100	\$5,500.00		\$0.00		\$0.00		\$0.00
29	2531.501 CONCRETE CURB AND GUTTER DES. 8612	LF	1901	\$5.00	\$9,505.00	1901	\$9,505.00		\$0.00		\$0.00		\$0.00		\$0.00
30	2531.502 CONCRETE CURB DESIGN VA	LF	400	\$2.00	\$800.00	400	\$800.00		\$0.00		\$0.00		\$0.00		\$0.00
31	2531.502 CONCRETE CURB DESIGN VA	SY	100	\$15.00	\$1,500.00	100	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00
32	2531.503 CONCRETE MEDIAN	SY	178	\$19.00	\$3,382.00	0	\$0.00	178	\$3,382.00		\$0.00		\$0.00		\$0.00
33	2531.507 6" CONCRETE DRIVEWAY PAVEMENT	SY	215	\$22.00	\$4,730.00	215	\$4,730.00		\$0.00		\$0.00		\$0.00		\$0.00
34	2531.507 8" CONCRETE DRIVEWAY PAVEMENT	LF	205	\$3.00	\$615.00	205	\$615.00		\$0.00		\$0.00		\$0.00		\$0.00
35	2501.511 12" C.M. PIPE CURVE	LF	50	\$10.00	\$500.00	0	\$0.00	50	\$500.00		\$0.00		\$0.00		\$0.00
36	2501.519 12" C.M. PIPE APRONS	EACH	2	\$150.00	\$300.00	0	\$0.00	2	\$300.00		\$0.00		\$0.00		\$0.00
37	2503.521 INSTALL 12" RC PIPE SEWER	LF	58	\$20.00	\$1,160.00	0	\$0.00	58	\$1,160.00		\$0.00		\$0.00		\$0.00
38	2503.511 12" R.C.P. SEWER	LF	221	\$42.00	\$9,282.00	0	\$0.00	221	\$9,282.00		\$0.00		\$0.00		\$0.00
39	2503.511 15" R.C.P. SEWER	LF	310	\$22.00	\$6,820.00	0	\$0.00	310	\$6,820.00		\$0.00		\$0.00		\$0.00
40	2503.511 18" R.C.P. SEWER	LF	132	\$24.00	\$3,168.00	0	\$0.00	132	\$3,168.00		\$0.00		\$0.00		\$0.00
41	2503.511 18" R.C.P. SEWER	LF	145	\$26.00	\$3,770.00	0	\$0.00	145	\$3,770.00		\$0.00		\$0.00		\$0.00
42	2503.511 18" R.C.P. SEWER	LF	115	\$26.00	\$3,000.00	0	\$0.00	115	\$3,000.00		\$0.00		\$0.00		\$0.00
43	0503.603 30" STEEL CASTING PIPE(CHECK/ANGEREED)	LF	50	\$175.00	\$8,750.00	0	\$0.00	50	\$8,750.00		\$0.00		\$0.00		\$0.00
44	2506.506 CONSTRUCT MANHOLES DESIGN C OR 6	LF	4.2	\$160.00	\$672.00	0	\$0.00	4.2	\$672.00		\$0.00		\$0.00		\$0.00
45	2506.506 CONSTRUCT MANHOLES DESIGN F	LF	30.6	\$160.00	\$4,896.00	0	\$0.00	30.6	\$4,896.00		\$0.00		\$0.00		\$0.00
46	2506.507 CONST. CATCH BASINS DESIGN C OR 6	LF	35.3	\$160.00	\$5,648.00	0	\$0.00	35.3	\$5,648.00		\$0.00		\$0.00		\$0.00
47	2506.507 CONST. CATCH BASINS DESIGN F	LF	29	\$160.00	\$4,640.00	0	\$0.00	29	\$4,640.00		\$0.00		\$0.00		\$0.00
48	2506.507 CONST. CATCH BASINS DESIGN H	LF	12.5	\$160.00	\$2,000.00	0	\$0.00	12.5	\$2,000.00		\$0.00		\$0.00		\$0.00
49	2506.511 RECONSTRUCT MANHOLES	LF	18.4	\$160.00	\$2,944.00	0	\$0.00	18.4	\$2,944.00		\$0.00		\$0.00		\$0.00
50	2506.516 CASTING ASSEMBLIES	EACH	19	\$200.00	\$3,800.00	0	\$0.00	19	\$3,800.00		\$0.00		\$0.00		\$0.00
51	2506.521 INSTALL CASTINGS	EACH	2	\$50.00	\$100.00	0	\$0.00	2	\$100.00		\$0.00		\$0.00		\$0.00
52	2506.522 ADJUST FLANGE AND RING CASTING	EACH	12	\$150.00	\$1,800.00	0	\$0.00	12	\$1,800.00		\$0.00		\$0.00		\$0.00



MISSISSIPPI BLVD. AT 1st St.

75-1011