

Route: \_\_\_\_\_

File: \_\_\_\_\_

12

~~IPA AGMTS~~

~~IPA~~

Rd No \_\_\_\_\_

Contract No. 920182

**JOINT POWERS AGREEMENT  
FOR CONSTRUCTION OF APOLLO DRIVE FROM  
SUNSET AVENUE (CR NO. 53) TO LAKE DRIVE (CSAH NO. 23)  
(C.P. 91-26-12)**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of November, 1992, by and between the County of Anoka, a political subdivision of the State of Minnesota, 325 East Main Street, Anoka, Minnesota 55303, hereinafter referred to as the "County," and the City of Lino Lakes, 1189 Main Street, Lino Lakes, Minnesota 55014, hereinafter referred to as the "City" and the lead agency for this Agreement.

**WITNESSETH:**

WHEREAS, said parties are mutually agreed that the construction of Apollo Drive and construction of a storm sewer system should be done as soon as possible; and

WHEREAS, the parties agree that Apollo Drive should be on the County system; and

WHEREAS, the parties consider it mutually desirable to remove Elm Street (County State Aid Highway (CSAH) No. 12) from County Road (CR) No. 53 to Trunk Highway (TH) 49 from the County system; and

WHEREAS, the parties agree that Elm Street should be returned to the City of Lino Lakes; and

WHEREAS, the parties agree to support the turnback of TH No. 49 north of its south junction with CSAH No. 23 to Anoka County provided that the Minnesota Department of Transportation supports the turnback with funds for reconditioning the roadway; and

WHEREAS, the parties agree it is in their best interest that the City cause the construction of Apollo Drive; and

WHEREAS, the County will fund their portion of the construction in exchange for removing Elm Street from County jurisdiction; and

WHEREAS, the City will prepare plans and specifications for Anoka County Project No. 91-26-12; and

WHEREAS, the parties agree 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 storm sewer system and roadway, the City will incorporate miscellaneous utility work; 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 County and the City have joined together for the purpose of constructing the roadway, drainage, sidewalk, traffic control systems, as well as other utilities, on a new alignment to be known as Apollo Drive, as described in Exhibit A, which is attached hereto and incorporated herein by reference.

The parties also agree to use the opportunity now available because of the proposed development of property abutting Interstate 35W to revise the County highway system to provide continuity for CSAH No. 12 (109th Avenue) from Lexington Avenue to Interstate 35W at Lake Drive (TH No. 49/CSAH No. 23).

II. METHOD:

The City shall provide all engineering services and shall cause the construction of Anoka County Project No. 91-26-12 in conformance with said plans and specifications which shall be reviewed by and approved by the County Engineer prior to calling for bids. The calling for all bids and the acceptance of all bid proposals shall be done by the City.

The City shall cause the construction of Project No. 91-26-12 and the County shall reimburse the City for its share of the costs when funding is available.

The City shall acquire all permits required for the construction of the project.

The City shall acquire 100 feet of right-of-way for Apollo Drive on an alignment acceptable to Anoka County.

The City shall limit access to the proposed Apollo Drive by limiting to four (4) the accesses to Apollo Drive to the south between Sunset Road and Jon Avenue, and by limiting to four (4) the number of accesses plus one (1) roadway to Apollo Drive to the north between Sunset Road and Jon Avenue. In addition, platting east of Jon Avenue shall be done and controlled in such a way as to limit direct access to Apollo Drive to not more than one (1) access on each side of the roadway in each 600 feet of length, plus four (4) roadway connections.

### 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 projections 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 \$2,722,342.00. The County will not pay for the following:

1. The City will pay for 50% of the cost of concrete curb and gutter (less medians). The estimated total cost of curb and gutter including medians is \$118,172.00, of which the City's estimated share is \$59,086.00.

2. The City will pay for 100% of the cost of new sidewalks installed on the project. The estimated cost to the City is zero (0).

3. The City will pay 100% of the hydrant relocation and gate box adjustment, water, and sewer construction. The estimated City's cost of these items is \$72,385.00.

4. The City will pay for the non-eligible portion plus the non-participating portion of the storm sewer construction. The estimated cost of storm sewers is \$281,147.00, of which the estimated City cost is \$151,586.00.

5. The City will pay 100% of the cost of new concrete for all upgraded driveways. The City's estimated costs for driveway pavement is zero (0).

6. The City will pay 100% of the cost of new concrete and/or bituminous pavement for all upgraded driveways. The City's estimated cost for driveway pavement is zero (0).

7. The City will pay 100% of the cost of the new bituminous bikeway. The City's estimated cost for the bikeway is zero (0).

8. The City shall pay for all administrative costs and financing costs.

9. The City shall pay for all right-of-way as well as all costs of right-of-way acquisition. The City's estimated costs for right-of-way is \$156,094.00.

10. The City shall pay all design and preliminary engineering costs for the entire project. The estimated cost to the City for design engineering is \$209,188.00.

11. The City shall pay all costs of obtaining permits from the Department of Natural Resources, the U.S. Army Corps of Engineers, and Rice Creek Watershed District, as well as the cost of any mitigation required by those permits.

12. The total estimated cost to the County for the construction of the project is \$1,892,007.00. The County's participation in engineering will be at a rate of 8% of its designated share. The estimated cost to the County for engineering is \$151,361.00. Total estimated County cost for the project is \$2,043,368.00.

13. The County shall pay to the City the County's portion of the actual construction costs incurred within thirty (30) days after receipt of a voucher containing such information as the County may require, representation that payments have been made by the City on the contract or contracts for the construction of the project for which the funds are to be used and indicating that payment has been made on the County's share of the work, except that the County shall not be obligated to pay the City until January 15, 1994. The City shall not be entitled to any interest on funding to be provided by the County.

C. The total estimated cost to the City for the project is \$678,974.00.

D. Upon final completion of the construction, the County shall pay to the City, upon written demand by the City, its portion of the construction costs of the project estimated at \$2,043,368.00, except that the County shall not be obligated to pay the City until January 15, 1994. The County's share of the cost of the project shall include only construction and engineering expenses and does not include administrative expenses incurred by the City.

IV. 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.

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 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. MAINTENANCE

Maintenance of the completed watermain, sanitary sewer, storm sewer system (except catch basins and catch basin leads), bikeway, and sidewalk shall be the sole obligation of the City.

The City of Lino Lakes shall also maintain Apollo Drive for all other causes until construction is complete, the right-of-way has been transferred to the County and written 30-day notice has been given to the County Engineer.

The County shall maintain Elm Street for all causes until such time as the County pays the City its share of the construction costs of Apollo Drive and has given the City 30-day written notice.

Both the County and the City agree to pass the necessary resolutions to transfer the roadways and reestablish the CSAH designations on the various routes when requested by the other party.

X. AFFIRMATIVE ACTION:

In accordance with the 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.

XI. NOTICE:

For purpose 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 Administrator of Lino Lakes, 1189 Main Street, Lino Lakes, Minnesota 55014, on behalf of the City.

XII. INDEMNIFICATION:

The County and the City 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 activity 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 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  
County Board of Commissioners

Dated: 11-24-92

ATTEST

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

Dated: 11-24-92

RECOMMENDED FOR APPROVAL

By: [Signature]  
Paul K. Ruud  
County Engineer

Dated: 11/4/92

APPROVED AS TO FORM

By: [Signature]  
Dan Klint  
Assistant County Attorney

Dated: 11-25-92

CITY OF LINO LAKES

By: [Signature]

Name: Vernon F. Reinert

Title: Mayor

Dated: November 9, 1992

By: [Signature]

Name: Marilyn G. Anderson

Title: Clerk-Treasurer

Dated: November 9, 1992

By: [Signature]  
City Engineer

Dated: November 9, 1992

By: [Signature]  
City Attorney

Dated: 11/9/92