

**JOINT POWERS AGREEMENT  
FOR CONSTRUCTION OF CSAH 12 (APOLLO DRIVE)  
FROM CR/CSAH 153 (LILAC STREET) TO CSAH 23 (LAKE DRIVE)  
Project CP 98-58-153**

THIS AGREEMENT is made and entered into this 11th day of August, 1998, 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 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 mutually agree that the construction of County State Aid Highway No. 12 (Apollo Drive) from County Road/County State Aid Highway 153 (Lilac Street) to County State Aid Highway 23 (Lake Drive) and the 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's system; and

WHEREAS, the parties consider it mutually desirable to remove Lilac Street, from Apollo Drive to Lake Drive, from the County's system; and

WHEREAS, the parties agree that jurisdiction of Lilac Street should revert to the City; and

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

WHEREAS, the City will prepare plans and specifications for Anoka County Project CP 98-58-153 according to State Aid Standards; and

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

WHEREAS, together with sharing 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 of Minnesota 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, and sidewalk, as well as other utilities, on a new alignment to be known as Apollo Drive, as described in the Exhibit, which is attached hereto and incorporated herein.

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 County State Aid Highway No. 12 (109th Avenue) from Lexington Avenue to Interstate 35W at Lake Drive.

II. METHOD:

The City shall provide all engineering services and shall cause the construction of Anoka County Project No. CP 98-58-153 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. CP 98-58-153 and the County shall reimburse the City for its share of the costs as provided for herein.

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 and approved by the County.

The City shall limit accesses to the proposed Apollo Drive north of Lilac Street to four (4) accesses.

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 \$505,504.00. The County will not reimburse the City 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 \$24,024.00, of which the City's estimated share is \$12,012.00.

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 City's estimated cost for these items is \$2,750.00.

4. The City will pay 70% of the storm sewer construction, including ponds. The estimated cost of the storm sewer is \$160,795.00, of which the City's estimated cost is \$112,557.00.

5. The City will pay 100% of the cost of new concrete for all upgraded driveways. The City's estimated cost 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.

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 \$50,535.00.

11. The City shall pay all costs of obtaining permits from the Department of Natural Resources, the U.S. Army Corps of Engineers, and the 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 \$293,948.00. 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 \$23,516.00. Total estimated County cost for the project is \$317,464.00.

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, 1999. 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 \$188,040.00.

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 \$317,464.00, except that the County shall not be obligated to pay the City until January 15, 1999. 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 herein, or (2) until the construction provided for herein is completed and payment provided for herein is made, whichever of (1) or (2) occurs first.

#### 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 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 Lilac 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 days written notice.

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

X. 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, sexual orientation, 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, 2100 Third Avenue, 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 parties 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: 5/8/01

CITY OF LINO LAKES

By: [Signature]  
Its: Mayor

Dated: 4/18/01

ATTEST

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

Dated: 5/8/01

By: [Signature]  
Its: City Administrator

Dated: 4/18/01

RECOMMENDED FOR APPROVAL

By: [Signature]  
Jon G. Olson, P.E.  
County Engineer

Dated: 4/19/01

By: [Signature]  
Its: City Engineer

Dated: 4.19.01

APPROVED AS TO FORM

By: [Signature]  
Dan Klint  
Assistant County Attorney

Dated: 5-10-01

By: [Signature]  
Its: City Attorney

Dated: 4/18/01