

**JOINT POWERS AGREEMENT
FOR THE CONSTRUCTION AND MAINTENANCE
OF TRAFFIC CONTROL SIGNALS
AT THE INTERSECTION OF CLOVERLEAF PARKWAY NE
AND 99TH AVENUE NE IN THE CITY OF BLAINE
ANOKA COUNTY PROJECT NO. 99-75-00
BLAINE PROJECT NO. 99-07**

This Agreement made and entered into this 14th day of September, 1999, 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, 9150 Central Avenue NE, Blaine, Minnesota 55434-3499, hereinafter referred to as the "City."

WITNESSETH

WHEREAS, the parties to this Agreement consider it mutually desirable to provide new traffic control signals at the intersection of Cloverleaf Parkway NE and 99th Avenue NE for the safety of the traveling public; and

WHEREAS, the parties agree that the City shall cause the reconstruction of the traffic control signal, Blaine Project No. 99-07, in conformance with said plans and specifications; and

WHEREAS, the City has prepared plans and specifications for Blaine Project No. 99-07, which plans and specifications are dated June 9, 1999, and which are on file in the office of the County Engineer; and

WHEREAS, the parties agree that it is in their best interest that, upon completion of this project, the maintenance of said signal system be undertaken by the County; and

WHEREAS, the parties agree that it is in their best interest that the cost of said project be the responsibility of the City; 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 constructing and maintaining a traffic control signal, at the intersection of Cloverleaf Parkway NE and 99th Avenue NE as described in the

City's plans and specifications numbered 99-07 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The City shall provide all engineering services and shall cause the construction of City of Blaine Project 99-07 in conformance with said plans and specifications. The City shall do the calling for all bids and the acceptance of all bid proposals.

The County shall provide controller/cabinet at the sole cost of the City.

The County shall construction observation and inspection-related services as requested by the City at the sole cost of the City.

The County shall maintain the traffic controller, traffic signal lamps, loop detectors, and associated wiring, at the sole cost of the City.

The City shall acquire the necessary right of way for the construction of the improvements described herein and conveying the same to the County, when applicable.

III. COSTS

A. The estimated construction cost of the total project is \$133,100.00.

1. The City shall be responsible for obtaining and paying for 100% of all right-of-way and any permanent and/or slope easements needed for construction.

2. The City shall pay 100% of the local cost of construction and installation of the traffic actuated signal system at Cloverleaf Parkway NE and 99th Avenue NE. The City's estimated share of the construction is \$149,600.00.

3. The City shall pay 100% of Emergency Vehicle Pre-Emption (EVP) costs.

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

Engineering Services	\$
Construction Inspection Services	\$ 6,000.00
Right-of-Way	\$
Grading, Base & Bituminous	\$
Construction or Adjustment of Local Utilities	\$
Storm Sewer	\$
Concrete Curb & Gutter	\$

Concrete Curb & Gutter for Median Construction	\$
Decorative Medians	\$
Driveway Upgrades	\$
Concrete Sidewalk	\$
Trails	\$
Street Lights	\$
Painted Barrier Strip & Ornamental Fence/Rail	\$
Traffic Signals	\$125,100.00
EVP	\$ 8,000.00
Controller/Cabinet	\$ 10,500.00
Grand Total Estimated Cost To The City	<u>\$149,600.00</u>

B. The annual maintenance costs will be based on the actual cost incurred by the County in maintaining said signal system.

C. The total estimated construction cost to the City for the project is \$149,600.00. The County will provide construction inspection for the signal system as requested by the City. The estimated cost to the City for construction related services is \$6,000.00. Upon request by the County, the City shall pay to the County all costs incurred for performing construction inspection related services during the course of this project.

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 City 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 shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of Cloverleaf Parkway NE and 99th Avenue NE, including any necessary extension of power lines. Upon completion of said traffic controls signal installation, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City.

X. MAINTENANCE

A. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

B. Maintenance of the completed signal and signal equipment shall be performed by the County at the sole obligation of the City. The City will be billed by the County on a quarterly basis for all incurred costs.

C. 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 City.

D. Painting of the traffic signal shall be completed by the County at the sole obligation of the City. The City shall be billed by the County for all incurred costs.

E. Timing of the traffic signal shall be determined by the City.

F. Only the County shall have access to the controller cabinet.

G. The traffic control signal shall be the property of the City.

H. The City shall be responsible for maintenance of the luminaires, luminaire relamping, and luminaire painting.

I. All maintenance of the EVP System shall be completed by the County at the sole obligation of the City. The City will be billed by the County on a quarterly basis for all incurred costs.

J. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minn. Stat. §§ 169.101, Subd. 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.

K. Malfunctions of the EVP System shall be immediately reported to the County.

L. All timing of said EVP System shall be determined by the County.

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, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of Blaine, 9150 Central Avenue NE, Blaine, Minnesota, 55434-3499, 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
County Board of Commissioners

Dated: 3-14-00

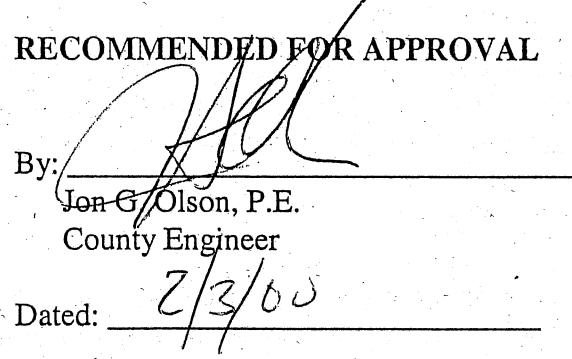
ATTEST

By: John Jay McLinden

John "Jay" McLinden
County Administrator

Dated: 3-14-00

RECOMMENDED FOR APPROVAL

By: 

Jon G. Olson, P.E.
County Engineer

Dated: 2/3/00

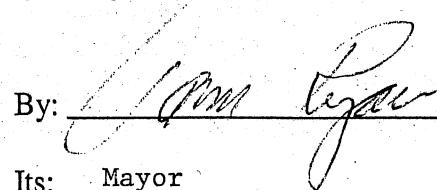
APPROVED AS TO FORM

By: 

Dan Clint
Assistant County Attorney

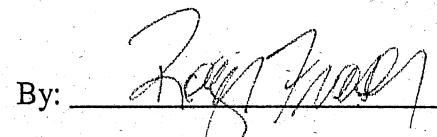
Dated: 3-16-00

CITY OF BLAINE

By: 

Its: Mayor

Dated: January 20, 2000

By: 

Its: City Manager

Dated: January 20, 2000

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

STATE OF MINNESOTA)
COUNTIES OF ANOKA & RAMSEY)
CITY OF BLAINE)

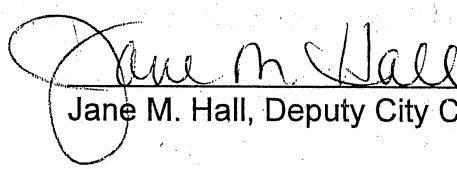
CERTIFICATE OF CLERK

I, the undersigned, Deputy City Clerk of Blaine, Minnesota, hereby certify
that the copy of the ordinance attached hereto relating to:

RESOLUTION NO. 00-19
APPROVE JOINT POWERS AGREEMENT NO. 990558 FOR THE
CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL SIGNAL
INSTALLATION AT THE INTERSECTION OF
CLOVERLEAF PARKWAY NE AND 99TH AVENUE NE
ANOKA COUNTY PROJECT NO. 99-75-00
IMPROVEMENT PROJECT NO. 99-07

is a true and correct copy of the original ordinance adopted by the City Council
of the City of Blaine on file in my office.

WITNESS my hand this 2nd day of February, 2000.


Jane M. Hall, Deputy City Clerk

Drafted by:



City of Blaine
9150 Central Avenue N.E.
Blaine, MN 55434

CITY OF BLAINE

RESOLUTION NO. 00-19

**APPROVE JOINT POWERS AGREEMENT NO. 990558 FOR THE
CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL SIGNAL
INSTALLATION AT THE INTERSECTION OF
CLOVERLEAF PARKWAY NE AND 99TH AVENUE NE
ANOKA COUNTY PROJECT NO. 99-75-00
IMPROVEMENT PROJECT NO. 99-07**

WHEREAS, the County of Anoka and the City of Blaine desire to jointly cause the improvements to the intersection of Cloverleaf Parkway NE and 99th Avenue NE, and

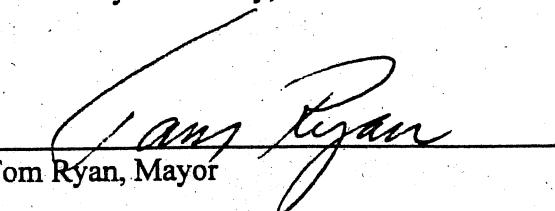
WHEREAS, the County of Anoka is required to enter into an Agreement with the City to provide a new traffic control signal with street lights, emergency vehicle pre-emption, and signing at the intersection of Cloverleaf Parkway NE and 99th Avenue NE in accordance with the conditions set forth and contained in Agreement No. 990558, and

WHEREAS, Agreement No. 990558 details the responsibilities of the County of Anoka and the City of Blaine as to the requirements and obligations for construction and future maintenance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine as follows:

1. Agreement No. 990558 between the County of Anoka and the City of Blaine is hereby approved.
2. The Mayor and City Manager are hereby authorized and directed to execute said agreement.

PASSED by the City Council of the City of Blaine this 20th day of January, 2000.



Tom Ryan, Mayor

ATTEST:



Joyce Twisted, CMC, City Clerk
Council Action No: 00-39