

# COUNTY OF ANOKA

## DIVISION OF PUBLIC SERVICES

*Accounting & Contracts Administration*

### HIGHWAY DEPARTMENT

1440 Bunker Lake Blvd. NW • Andover, Minnesota 55304

- GIS
- Highway
- Parks

- Solid Waste
- Surveyor
- Transit

**ALONZO J. FERNANDEZ**

Contracts Administration

Direct# (763) 862-4212

Fax# (763) 862-4201

ajfern@PUBSERV.CO.ANOKA.MN.US

March 27, 2000

**ORIGINAL AGREEMENT**

**CITY OF BLAINE**

9150 Central Avenue N.E.

Blaine, Minnesota 55434-3499

**Attention:** Mr. Charles Lenthe, P.E.,  
Public Works Coordinator/City Engineer

**Subject:** **Fully Executed Agreement** for construction & maintenance of Temporary  
Traffic Control Signals at the Intersection of C.R. No. 10 (89<sup>th</sup> Avenue) and  
Polk Street in the City of Blaine.

**Reference:** (a) Anoka County Project No. 98-29-10.  
(b) Facsimiled draft JPA to the city on 8/8/99 for review and approval.  
(c) Anoka County Board of Commissioner's approval on October 12, 1999 to  
award construction contract to Collins Electrical Systems, Inc.  
(d) Sent JPAs to the City of Blaine on October 21, 1999 for execution.  
(e) Received requested changes to JPA from Chuck Lenthe on 11/11/99.  
(f) Anoka County Board of Commissioner's approval on November 9, 1999 to  
enter into agreement with the City of Blaine.  
(g) Facsimiled revised JPA on 12/14/99 to the city for final review & approval.  
(h) Anoka County Letter dated February 8, 2000 w/JPAs for execution.

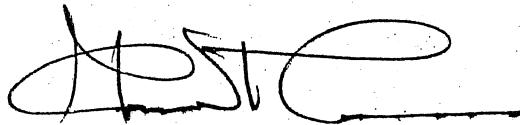
**Enclosure:** County of Anoka Joint Powers Agreement No. 990552 dated November 9,  
1999 (Fully Executed Original).

Dear Mr. Lenthe,

Pursuant to References (a) - (h), the Enclosure joint powers agreement, fully executed, is provided for your records and retention. This agreement formalizes the terms and conditions of the Enclosure agreement. While the project was let by Reference (c), the county anticipates that this project will be completed and closed-out this construction season. Final cost will be determined at this point.

In the interim, if you have any questions regarding the terms of this agreement, please do not hesitate to contact the undersigned for assistance.

Respectfully,



Alonzo J. Fernandez,  
Contracts Administration

JGO/af/blaine990552.003

**Copy Routed to:**

- Jon G. Olson, PE, Anoka County Engineer
- Lyndon Robjent, PE, Assistant County Engineer
- Mark Daly, PE, Construction Engineer
- Jane Pemble, Traffic Engineer
- Fred Edstrom, Public Services Supervisor
- Mike Kelly, Chief Right-of-Way Agent
- Anoka County Project 98-29-10, City of Blaine JPA No. 990552

**Affirmative Action / Equal Opportunity Employer**

**JOINT POWERS AGREEMENT  
FOR THE CONSTRUCTION OF A TEMPORARY  
TRAFFIC CONTROL SYSTEM AT THE INTERSECTION  
OF COUNTY ROAD 10 (89TH AVENUE NORTHEAST) AND POLK STREET  
CP 98-29-10**

This Agreement is made and entered into this 9th day of November, 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 the "County," and the City of Blaine, 9150 Central Avenue Northeast, Blaine, Minnesota 55434, 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 County Road 10 (89th Avenue Northeast) and Polk Street for the safety of the traveling public; and

WHEREAS, the parties agree that the County shall cause the construction of said temporary traffic control system; and

WHEREAS, the parties to this Agreement consider it mutually desirable to remove County Road 10 (89th Avenue Northeast) between County State Aid Highway 51 (University Avenue Extension) to Trunk Highway 65 from the County system; and

WHEREAS, the parties to this Agreement agree that County Road 10 (89th Avenue Northeast) from County State Aid Highway 51 (University Avenue Extension) to Trunk Highway 65 should be returned to the City; and

WHEREAS, the County will fund the construction of said traffic control system in exchange for removing the road from County jurisdiction; and

WHEREAS, the County Highway Department has prepared plans and specifications for this project, No. CP 98-29-10, which plans and specifications are dated September 23, 1999, and which are on file in the office of the County Engineer; 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 said traffic control system on a portion of County Road 10 (89th Avenue Northeast) as described in the plans and specifications numbered CP 98-29-10 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 98-29-10 in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

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 \$91,365.00. Participation in the construction cost is as follows:

1. The County shall pay 100% of the traffic control system.
2. The total estimated cost to the City for the project is summarized below:

Engineering Services	\$ 640.00
Right-of-Way	\$ 0
Grading, Base & Bituminous	\$ 0
Construction or Adjustment of Local Utilities	\$ 0
Storm Sewer	\$ 0
Concrete Curb & Gutter	\$ 0
Concrete Curb & Gutter for Median Construction	\$ 0
Decorative Medians	\$ 0
Driveway Upgrades	\$ 0
Concrete Sidewalk	\$ 0
Trails	\$ 0
Street Lights	\$ 0
Painted Barrier Strip & Ornamental Fence/Rail	\$ 0

Traffic Signal	\$ 0
EVP	<u>\$8,000.0</u>
Grand Total Estimated Cost To The City	<u>\$8,640.00</u>

C. The total estimated cost to the City for the project is \$8,000.00 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 \$640.00. The total estimated construction cost to the City for the project is \$8,640.00.

D. The County shall pay to the City the sum of \$60,000.00 which is the calculated value of the overlay of CR 10 which has been used up while a county road. The City agrees to pass all resolutions for the transfer of said County Road 10 (89th Avenue) to the city system prior to January 31, 2000. The City shall maintain said County Road 10 (89th Avenue) after January 31, 2000. The County will provide copies of all records in its possession for said County Road 10 (89th Avenue) upon written request of the City.

E. Upon award of the contract and adoption of the necessary turnback resolutions, the County shall pay to the City, upon written demand by the City, \$60,000.00 less the City's portion of the costs of the project estimated at \$8,640.00. 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. The County shall continue to provide construction services for the signal system at 89th Avenue and Polk Street until the project is complete even though turnback may occur prior to completion.

#### IV. TERM

This Agreement shall continue until (1) 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 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 Road 10 (89<sup>th</sup> Avenue NE) and Polk Street, 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 of Blaine.

## X. MAINTENANCE

A. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

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

C. Maintenance of the completed signal and signal equipment shall be the sole obligation of the City.

D. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control and bill all cost to the City on a quarterly basis.

E. Painting of the traffic signal shall be the sole obligation of the City.

F. Timing of the traffic signal shall be determined by the City, but set or changed by the County.

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

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

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

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

K. 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.

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

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

N. In the event said EVP System or components are, in the opinion of the County, 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.

#### 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 Northeast, Blaine, Minnesota 55434, 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.

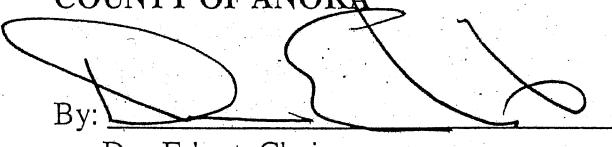
#### XIII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

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.

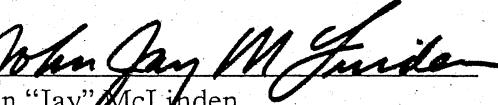
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By:   
Dan Erhart, Chairman  
County Board of Commissioners

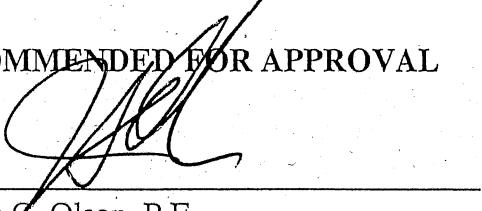
Dated: 3-14-00

ATTEST

By:   
John G. Olson, P.E.  
County Engineer

Dated: 3-14-00

RECOMMENDED FOR APPROVAL

By:   
Jon G. Olson, P.E.  
County Engineer

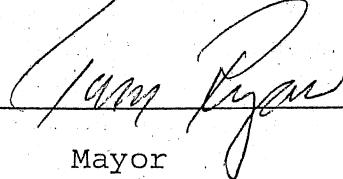
Dated: 3/1/00

APPROVED AS TO FORM

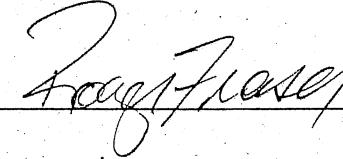
By:   
Dan Clint  
Assistant County Attorney

Dated: 3-14-00

CITY OF BLAINE

By:   
Tom Ryan  
Mayor

Dated: 2/17/00

By:   
Ray Frazee  
City Manager

Dated: 2/15/00

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

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

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

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

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

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

**EXHIBIT "A"**

Anoka County Contract No. 990552

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**EXHIBIT B**  
**COST-SHARING AGREEMENT**  
**FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY**  
**USING COUNTY STATE AID FUNDS OR LOCAL TAX LEVY DOLLARS**

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Bikeways	0	100%
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*①
Construction or Adjustment of Local Utilities	0	100%
Grading, Base and Bituminous	100%	0
Storm Sewer	based on state aid letter*②	based on state aid letter*②
Driveway Upgrades	0*⑥	100%
Traffic Signals (communities larger than 5,000)	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals (communities less than 5,000)	100%	0*③
Engineering Services	*④	*④
Right-of-Way	1005	0*⑤
Street Lights	0	100%

- \*① The County pays for 100% OF A Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as red brick, stamped concrete, or exposed aggregate concrete, the local unit will pay the additional cost above the cost of standard median.
- \*② In the event no State Aid is being used, drainage cost shares will be computed by proportions of total area to County area where the area of the road right-of-way is doubled prior to performance of the calculations.
- \*③ In cities less than 5,000 people the County pays for 100% of the cost of the traffic signal effective March 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.
- \*④ Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.
- \*⑤ In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process shall be paid by the Township or City.
- \*⑥ The County will replace all driveways in-kind. Upgrades in surfacing (i.e., gravel to bituminous, bituminous to concrete) shall be at 100% expense to the Township or City).

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

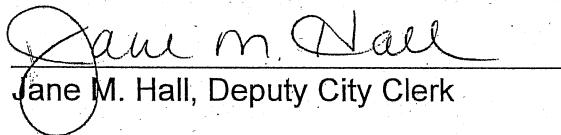
**CERTIFICATE OF CLERK**

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

**RESOLUTION NO. 00-20  
APPROVE JOINT POWERS AGREEMENT NO. 990552 FOR THE  
CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL SIGNAL AT  
THE INTERSECTION OF POLK STREET NE AND 89<sup>TH</sup> AVENUE NE  
ANOKA COUNTY PROJECT NO. CP 98-29-10  
IMPROVEMENT PROJECT NO. 99-10**

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 22nd day of February, 2000.

  
Jane M. Hall  
Jane M. Hall, Deputy City Clerk

Drafted by:



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

**CITY OF BLAINE**

**RESOLUTION NO. 00-20**

**APPROVE JOINT POWERS AGREEMENT NO. 990552 FOR THE  
CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL SIGNAL  
INSTALLATION AT THE INTERSECTION OF  
POLK STREET NE AND 89<sup>TH</sup> AVENUE NE  
ANOKA COUNTY PROJECT NO. CP 98-29-10  
IMPROVEMENT PROJECT NO. 99-10**

**WHEREAS**, the County of Anoka and the City of Blaine desire to jointly cause the improvements to the intersection of Polk Street NE and 89<sup>th</sup> 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 Polk Street NE and 89<sup>th</sup> Avenue NE in accordance with the conditions set forth and contained in Agreement No. 990552, and

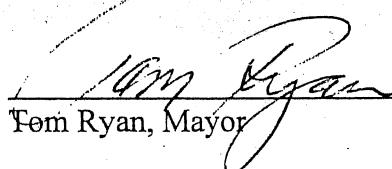
**WHEREAS**, Agreement No. 990552 details the responsibilities of the County of Anoka and the City of Blaine as to the requirements and obligations for construction and future maintenance, and

**WHEREAS**, Agreement No. 990552 details the mutual agreement of the County of Anoka and the City of Blaine to return jurisdiction to the City of 89<sup>th</sup> Avenue NE (CR10) from TH65 to University Avenue extension (CSAH 51);

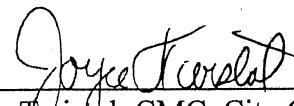
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Blaine as follows:

1. Agreement No. 990552 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 20<sup>th</sup> day of January, 2000.

  
Tom Ryan, Mayor

**ATTEST:**

  
Joyce Twistol, CMC, City Clerk  
Council Action No: 00-40