

**JOINT POWERS AGREEMENT
FOR THE IMPROVEMENT OF COUNTY STATE AID HIGHWAY NO. 1
(EAST RIVER ROAD) FROM HARTMAN CIRCLE TO GLEN CREEK ROAD
Project No. SP 02-601-36
SAP 127-020-13**

THIS AGREEMENT is made and entered into this _____ day of _____, 1994, 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 Fridley, 6431 University Avenue Northeast, Fridley, Minnesota 55432, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the parties to this Agreement consider it mutually desirable to improvement County State Aid Highway No. 1 (East River Road) from Hartman Circle to Glen Creek Road; and

WHEREAS, the parties to this Agreement agree it is in their best interests that the cost of said project be shared; and

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Project No. SP 02-601-36, which plans and specifications are dated February 2, 1994, 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 as follows:

I. PURPOSE:

The parties have joined together for the purpose of improving County State Aid Highway No. 1 (CSAH No. 1) between Hartman Circle and Glen Creek Road in the City of Fridley, as described in the plans and specifications numbered SP 02-601-36 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 SP 02-601-36 in conformance with said plans and specifications. The letting of bids and the acceptance of all bid proposals shall be done by the County.

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. The estimated construction costs are as listed in subparagraph 11 of this section.

B. The estimated cost of construction for the project is One Million, Two Hundred Fifty-Five Thousand, Five Hundred Sixty-Eight Dollars and 85/100s (\$1,255,568.85). Participation in the construction costs is as follows:

1. The City shall pay non-state aid portion of the storm sewer system which is 11.9% of the cost of the storm sewer. The total estimated construction cost is \$139,674.40, of which the City's estimated share is \$16,621.25.

2. The City shall pay for all water system improvements, estimated at \$25,290.00.

3. The City shall pay 100% of the sanitary sewer system improvement and of the frame and ring adjustments for which the estimated cost is \$2,850.00.

4. The City shall pay 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 \$71,383.50, of which the estimated cost to the City is \$19,349.13.

a. ~~The City shall pay 100% of the brick or concrete stone paving, above the cost of standard four inch walk. The total estimated cost of the brick or concrete stone median is \$99,810.00. The City's portion is estimated at \$69,870.00.~~ *ALL*

b. The City shall pay 100% of the driveway pavement upgrades, estimated at \$3,517.50.

c. The City shall pay for all bituminous path and sidewalk which is not replacement in an amount estimated at \$20,917.50.

d. The City shall pay for all pedestrian ramps constructed for the bituminous path, except for those located at the signal system. The total estimated cost of the pedestrian ramps is \$1,125.00. The estimated cost to the City is \$625.00.

5. The City shall pay 75% of the cost of reconstruction of the traffic signal system at the intersection of Hickory Street, 71st Way and CSAH No. 1. The estimated cost of the traffic control system, including equipment furnished by the County, is \$75,000.00, of which the City's share is \$56,250.00.

6. The City shall pay 100% of the cost of the lighted sign panels, estimated at \$8,000.00.

7. The City shall pay 100% of the cost of Emergency Vehicle Pre-Emption (EVP). The estimated cost of EVP is \$8,000.00.

8. The County shall pay all right-of-way costs associated with the project, except any right-of-way which becomes necessary due to plan adjustments requested 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.

9. The City shall pay the County for preliminary engineering services at a rate of 8% of the actual costs for sanitary sewer and watermain modification included in the original plans. The estimated cost of sanitary sewer and water is \$28,140.00, with the preliminary engineering fee estimated at \$2,251.20.

10. The City shall pay the County for construction engineering services at a rate of 8% of its actual construction costs, excluding preliminary engineering fees. Total estimated construction costs for the City are estimated at \$231,290.38, with construction engineering services estimated at \$18,503.23.

11. The total estimated cost to the City is \$243,938.38 based on the following itemized estimates:

| | |
|---------------|--------------|
| Storm sewer | \$ 16,621.25 |
| Water systems | 25,290.00 |

| | |
|------------------------------------|----------------------|
| Sanitary frame and ring adjustment | 2,850.00 |
| Roadside curb and gutter | 19,349.13 |
| Concrete stone paving | 69,870.00 |
| Driveway upgrades | 3,517.50 |
| Sidewalks and bituminous paths | 20,917.50 |
| Traffic signal system | 56,250.00 |
| Lighted sign panels | 8,000.00 |
| EVP | 8,000.00 |
| Pedestrian ramps | <u>625.00</u> |
| Total Construction Cost | \$231,290.38 |
| Preliminary Engineering | 2,251.20 |
| Construction Engineering | <u>18,503.23</u> |
| TOTAL ESTIMATED COST | \$252,044.81 |

C. Upon award of the construction contract, the City shall pay to the County, upon written demand, 90% of its estimated share based on the bid unit prices. This amount is estimated to be \$226,840.33.

D. 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, less the previous payment estimated to be \$25,204.48. 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.

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. The City's obligation to supply ongoing electrical power costs will survive this Agreement.

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 Anoka 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. SIGNALIZATION POWER

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

IX. MAINTENANCE

The City shall be responsible for the maintenance of the storm sewer system, except for the catch basin and catch basin leads, as well as the sanitary sewer and water systems, the lighting systems, all sidewalks, driveways and concrete paving stone pavement, and internally illuminated sign panels.

X. 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.

XI. 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.

XII. 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 Manager of Fridley, 6431 University Avenue Northeast, Fridley, Minnesota 55432, on behalf of the City.

XIII. 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 activity conducted by either party under this Agreement.

XIV. EXTENSION OF BIKEWAY/WALKWAY

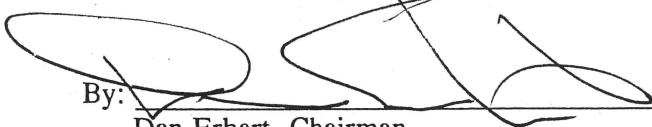
The County understands that the City desires that the East River Road Bikeway System be extended to parallel previous improvements along East River Road from Osborne Road (CSAH No. 8) south to Glen Creek Road and from Hartman Circle south to CSAH No. 6 (Mississippi Street). Accordingly to assist in this request, the County will provide the necessary support to the City for design of a bikeway/walkway in accordance with the Anoka County Bikeway/Walkway Policy. The County will also assist the City in negotiating with the contractor for Project 02-601-36 for the construction of these additional bikeways under separate agreement with the City utilizing the bid prices bid for Project 02-601-36 and in accordance with the contract the County has with the contractor. The City will be responsible for any additional right-of-way necessary for the construction of the bikeway/walkway.

XV. 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: 
Dan Erhart, Chairman
County Board of Commissioners

Dated: 5/10/94

ATTEST

By: John Jay McLinden
John "Jay" McLinden
County Administrator

Dated: 5/10/94

RECOMMENDED FOR APPROVAL

By: Paul K. Ruud
Paul K. Ruud
County Engineer

Dated: 4/27/94

APPROVED AS TO FORM

By: Dan K. Clint
Dan Klint
Assistant County Attorney

Dated: 5/17/94

CITY OF FRIDLEY

By: William J. Nee
Name: William J. Nee

Title: Mayor

Dated: _____

By: William W. Burns
Name: William W. Burns

Title: City Manager

Dated: _____

By: John G. Flora
Name: John G. Flora

Title: City Engineer

Dated: 4/20/94

By: Virgil C. Herrick
Name: Virgil C. Herrick

Title: City Attorney

Dated: 21 apr 1994

EXHIBIT

**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 and Gutter | 50% | 50% |
| Concrete Sidewalk | 0 | 100% |
| Concrete Sidewalk Replacement | 100% | 0 |
| Concrete Curb and 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 | |
| Driveway Upgrades | 0* ⁶ | 100% |
| Traffic Signals (communities larger than 5,000) | 1/2 the cost of its legs of the intersection | |
| Traffic Signals (communities less than 5,000) | 100% | 0* ³ |
| Engineering Services | * ⁴ | * ⁴ |
| Right-of-Way | 100% | 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.