

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF EAST RIVER ROAD (C.S.A.H. #1)
FROM LOGAN PARKWAY TO CRAIG WAY N.E. AND
OSBORNE ROAD (C.S.A.H. #8) FROM EAST
RIVER ROAD (C.S.A.H. #1) TO COMMERCE LANE**

This Agreement made and entered into this 15th day of March, 1988, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 325 East Main Street, Anoka, Minnesota, 55303, hereinafter referred to as "County," and the City of Fridley, 6431 University Avenue N.E., Fridley, Minnesota, 55432, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the parties of this agreement have long exhibited concern for the deteriorating condition of East River Road (C.S.A.H. #1) and Osborne Road (C.S.A.H. #8) as well as the poor drainage along both routes; and,

WHEREAS, said parties are mutually agreed that the reconstruction of the intersection of East River Road and Osborne Road and construction of a storm sewer system should be done as soon as possible; and ,

WHEREAS, the parties to this agreement consider it mutually desirable to provide new traffic control signals at the intersection of C.S.A.H. 1 (East River Road) and C.S.A.H. #8 (Osborne Road) for the safety of the traveling public; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for S.A.P. 02-601-33 and 02-608-07 which plans and specifications are dated the 18th day of February, 1988, 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 the cost of said project be shared; and,

WHEREAS, together with the sharing of the cost of construction for the traffic signals, storm sewer, and roadway, the City will incorporate miscellaneous utility work to be covered by this agreement; and,

WHEREAS, Minnesota Statute Section 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:

1. PURPOSE

The parties have joined together for the purpose of reconstructing the roadway, drainage, sidewalk, traffic control systems, as well as other utilities on a portion of C.S.A.H. 1 (East River Road) and C.S.A.H. #8 (Osborne Road) as described in the Plans and Specifications numbered S.A.P. 02-601-33 and 02-608-07 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

2. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project S.A.P. 02-601-33 and 02-608-07 in conformance with said plans and specifications. The calling for all bids and the acceptance of all bid proposals shall be done by the County.

3. 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 \$991,543.70, with \$645,200 in FAU funds obligated. Participation in the construction cost is as follows:

1. The City will pay to the County 50% of the local cost of concrete curb and gutter (less medians). The estimated total cost of curb and gutter not including medians is \$44,709.50, of which the City's estimated share is \$7,824.16.

2. The City will pay for 100% of the local cost of new sidewalk installed on ⁷ the project. The total estimated cost of sidewalk is \$3,348.00, of which the estimated cost to the City is \$1,171.80.

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3. The City will pay 100% of the local share of hydrant relocation and gate box adjustment. The total estimated cost of these items is \$8,800.00, of which the estimated City cost of these items is \$3,080.00.

4. The City will pay for the non-eligible portion plus the non participating portion of the storm sewer construction. The non-participating portion consists of the holding pond. The non-eligible cost will be determined by the state hydraulics letter estimated at 25% of the cost of storm sewer. The estimated cost of storm sewer is \$121,161.00, of which the estimated City cost for storm sewer is \$38,754.75.

5. The City will pay to the County 62.5% of the local cost of construction and installation of the whole traffic actuated signal system at East River Road and Osborne Road. The City's estimated share of the construction cost is \$19,687.50.

6. The City will pay 100% of the local cost of new concrete for all upgraded driveways. The total cost for driveways is \$9,770.20, of which the City's estimated cost for driveway pavements is \$3,201.17.

7. Any inplace driveway pavement disrupted by the construction will be replaced by the County at no cost to the City.

8. The City shall furnish and deliver to the construction site replacement hydrants for any hydrant, which is being relocated as a part of this project, which they want replaced.

9. The City shall pay 100% of the cost of median treatment above the cost for standard 4" concrete median. The estimated cost to the City of \$13,740.00 for Alternate I, which will be the base bid.

10. The City shall furnish one way EVP detectors and one way indicator lamps on the extended ends of the traffic signal mast arms where shown on the plans. The City shall also furnish 3/c #20 detector cable between each EVP detector and the traffic signal cabinet via the handholes and conduit runs shown in the plans. All wires must be continuous without splices from the EVP detector to the terminal facility in the traffic

signal cabinet. The equipment furnished by the City shall be delivered to the Anoka County Highway Building at Hanson & Bunker Lake Boulevard by August 15, 1988.

C. The total estimated construction cost to the City for the project is \$87,459.38. The City participation in engineering will be at a rate of 8% of their designated share. The estimated cost to the City for engineering is \$6,996.75. Total estimated City cost of project: \$94,456.13.

D. Upon final completion of the construction the City shall pay to the County, upon written demand by the County, its portion of the construction cost of the project estimated at \$94,456.13. The City's share of the cost of the project shall include only construction and engineering expense and does not include administrative expenses incurred by the County.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 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.

9. SIGNALIZATION POWER

The City shall install or cause the installation of an adequate electrical power source to the service pad or pole, including any necessary extensions of power lines, and upon completion of said traffic control signal installation the ongoing cost of electrical power to the signal shall be at the cost and expense of Fridley.

10. MAINTENANCE

Maintenance of the completed signal and signal equipment will be the sole obligation of the County. The ongoing cost of electrical power to the signal will be the responsibility of Coon Rapids.

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

11. NOTICE

For purposes 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 Manager of Fridley, 6431 University Avenue N.E., Fridley, Minnesota, 55432, on behalf of the City.

12. INDEMNIFICATION

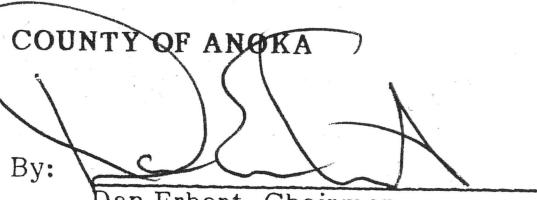
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

13. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

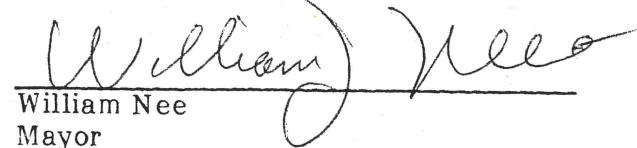
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties relating 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
Anoka County Board of
Commissioners

CITY OF FRIDLEY

By: 
William Nee
Mayor

Dated: 3-15, 1988. Dated: _____, 198____.

ATTEST:

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

By: Nasim Qureshi
Nasim Qureshi
City Manager

Dated: 3-15, 1988. Dated: _____, 198____.

Recommended for Approval:

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

By: John G. Flora
John G. Flora
Director of Public Works

APPROVED AS TO FORM AND EXECUTION:

Dan K. Scott

John G. Flora

Assistant Anoka County Attorney

City Attorney

