

**JOINT POWERS AGREEMENT
FOR THE CONSTRUCTION OF FULL TRAFFIC ACTUATED
SIGNAL SYSTEMS AT THE INTERSECTIONS OF
CR 79 AND TH 288 (7th AVENUE) - CP 96-77-79;
CSAH 7 AND BOB EHLEN DRIVE/TYLER STREET - CP 97-56-07
CSAH 1 AND CSAH 7 - SAP 02-601-38**

This Agreement made and entered into this 8th day of March, 1999, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City of Anoka, 2015 First Avenue North, Anoka, Minnesota 55303, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this Agreement have exhibited concern for safety at County Road 79 and Trunk Highway 288; and,

WHEREAS, the State of Minnesota has expressed a desire to turn Trunk Highway 288 back to the County; and,

WHEREAS, the intersection of County Road 79/TH 288 has met warrants for a full traffic actuated traffic control signal; and,

WHEREAS, the State of Minnesota has expressed a willingness to make improvements to said Trunk Highway 288 prior to turnback; and,

WHEREAS, the County and City have discussed relocating the intersection of County Road 79 (North Road) to Lincoln Street and found that the impact was too great along Trunk Highway 288 (7th Avenue); and,

WHEREAS, turn lanes along Trunk Highway 288 (7th Avenue) have already been developed at the current location of County Road 79 (North Road); and,

WHEREAS, the parties of this agreement have exhibited concern for the deteriorating condition of traffic signal system at the intersection of County State Aid Highway 7 and Bob Ehlen Drive/Tyler Street; and,

WHEREAS, the County has selected the signal system at County State Aid Highway 7 and Bob Ehlen Drive/Tyler Street as one to be replaced during the summer of 1999; and,

WHEREAS, the parties to this Agreement consider it mutually desirable to provide new traffic control signals at the intersection of County State Aid 7 and Bob Ehlen Drive/Tyler Street for the safety of the traveling public; and,

WHEREAS, the drainage in the area of East River Road between 7th Avenue and 9th Avenue has long been a concern; and,

WHEREAS, the City is willing to provide an outlet for a storm sewer system to serve the area between 7th Avenue and 9th Avenue along County State Aid Highway 1 (East River Road); and,

WHEREAS, the signal at County State Aid Highway 1 (East River Road) and County State Aid Highway 7 (7th Avenue) is in need of replacement; and,

WHEREAS, the County will cause the preparation of plans and specifications for CP 96-77-79 which plans and specifications are dated the _____, and which will be on file in the office of the County Engineer; and,

WHEREAS, the County will cause the preparation of plans and specifications for CP 97-56-07 which plans and specifications are dated the _____, and which will be on file in the office of the County Engineer; and,

WHEREAS, the County has prepared plans and specifications for SAP 02-601-38 which plans and specifications are dated the _____, 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 projects be shared; and,

WHEREAS, Minnesota Statute 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 reconstructing the roadway, drainage, sidewalk, traffic control systems, as well as other utilities on portions of County State Aid Highway 7 and TH 288 as described in the above-referenced plans and specifications for Anoka County Project Nos. 96-77-79, 97-56-07, and 02-601-38, which are 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 Projects 96-77-79, 97-56-07 and 02-601-38 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 County/City will be responsible.

B. CP 96-77-79 (Trunk Highway 288 at County Road 79)

The estimated cost of the total project is \$120,000.00. Participation in the construction cost is as follows:

1. The City shall provide for the relocation and reconstruction of their utilities.
2. The City shall pay 100% of the hydrant and curb box relocation and gate box adjustment as well as water and sewer relocation and construction. The estimated City cost of these items is \$ -0-.
3. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants, which is being relocated as a part of this project, which they want replaced.
4. The City shall pay the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$ -0-.
5. The City shall pay 100% of the cost of new concrete and/or bituminous driveway pavement for all upgraded driveways. The City's estimated cost for driveway pavement is \$ -0-.
6. Any in-place driveway pavement disrupted by the construction will be replaced in kind by the County at no cost to the City.
7. The City shall pay for 100% of the cost of new sidewalk installed on the project. The estimated cost to the City is \$ -0-.

8. In-place concrete walk will be replaced by the County at no cost to the City.

9. The City shall pay 100% of the cost of new bituminous trails. The City's estimated cost for the trail is \$ -0-.

10. The City shall pay 100% of the cost of any street lighting included in the project. The design and installation of ornamental streetlights shall be in accordance with the County's specifications. The City's estimated cost for street lighting is -0-.

11a. Because of the turnback funding available, the City shall pay to the County 0% of the local cost of construction and installation of the whole traffic actuated signal system at Trunk Highway 288 and County Road 79. The City's estimated share of the signal construction is \$ -0-.

11b. The County shall pay 100% of all interconnect costs.

11c. The City shall pay 100% of Emergency Vehicle Pre-emption (EVP) costs. The estimated cost to the City for EVP is \$8,000.00.

C. CP 97-56-07 (County State Aid Highway 7 at Bob Ehlen Drive/Tyler Street)

The estimated cost of the total project is \$120,000.00. Participation in the construction cost is as follows:

1. The City shall provide for the relocation and reconstruction of their utilities.

2. The City shall pay 100% of the hydrant and curb box relocation and gate box adjustment as well as water and sewer relocation and construction. The estimated City cost of these items is \$ -0-.

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

4. The City shall pay the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$ -0-.

5. The City shall pay 100% of the cost of new concrete and/or bituminous driveway pavement for all upgraded driveways. The City's estimated cost for driveway pavement is \$ -0-.

6. Any in-place driveway pavement disrupted by the construction will be replaced in kind by the County at no cost to the City.

7. The City shall pay for 100% of the cost of new sidewalk installed on the project. The estimated cost to the City is \$ -0-.

8. In-place concrete walk will be replaced by the County at no cost to the City.

9. The City shall pay 100% of the cost of new bituminous trails. The City's estimated cost for the trail is \$ -0-.

10. The City shall pay 100% of the cost of any street lighting included in the project. The design and installation of ornamental streetlights shall be in accordance with the County's specifications. The City's estimated cost for street lighting is -0-.

11a. Because the City previously paid for their portion of this signal and because this project is the replacement of an existing permanent signal the City shall pay to the County 0% of the local cost of construction and installation of the whole traffic actuated signal system at County State Aid Highway 7 and Bob Ehlen Drive. The City's estimated share of the signal construction is \$ -0-.

11b. The County shall pay 100% of all interconnect costs.

11c. The City shall pay 100% of Emergency Vehicle Pre-Emption (EVP) costs. The estimated cost to the City for EVP is \$8,000.00.

D. SAP 02-601-38 (County State Aid Highway 1 at County State Aid Highway 7)

The estimated cost of the total project is \$215,960.00. Participation in the construction cost is as follows:

1. The City shall provide for the relocation and reconstruction of their utilities.

2. The City shall pay for the non-participating and non-eligible portion of the storm sewer construction plus a percentage of the eligible portion of storm sewer construction. The estimated cost of the non-participating storm sewer is -0- of which the estimated cost to the City is -0- (100%). The non-eligible and eligible portions are defined in the State Hydraulics letter. The cost of the eligible portion will be split between the City and County based on the ratio of contributing flow determined by the product of contributing area and runoff coefficient. The estimated percentage of contributing flow from the City is 60 percent (60%). The

total eligible estimated cost of the storm sewer is \$72,170.00 of which the estimated cost to the City is \$43,302.00. The total non-eligible estimated cost of the storm sewer is -0- of which the estimated cost to the City is -0- (100%). The total cost of the storm sewer construction is estimated at \$72,170.00 of which the estimated cost to the City is \$43,302.00.

3. The City shall pay for 60 percent (60%) of the cost of detention basins (including ponds and their outlet structures and grit chambers/collectors). The City portion of the cost is based on contributing flow to the detention basin determined by the product of contributing area and runoff coefficient. The total estimated cost of the detention basins is \$20,420.00 of which the estimated cost to the City is \$12,252.00.

4. The City shall pay 100% of the cost of new concrete and/or bituminous driveway pavement for all upgraded driveways. The City's estimated cost for driveway pavement is \$ -0-.

5. Any in-place driveway pavement disrupted by the construction will be replaced in kind by the County at no cost to the City.

6. The City shall pay for 100% of the cost of new sidewalk installed on the project. The estimated cost to the City is \$ -0-.

7. In-place concrete walk will be replaced by the County at no cost to the City.

8a. The City shall pay to the County 62½% of the local cost of construction and installation of the whole traffic actuated signal system at County State Aid Highway 1 and County State Aid Highway 7. The City's estimated share of the construction is \$71,250.00.

8b. The County shall pay 100% of all interconnect costs.

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

E. The total estimated construction cost to the City for the projects are summarized below:

1. EVP -Project CP 96-77-79	\$ <u>8,000.00</u>
2. EVP - Project CP 97-56-07	\$ <u>8,000.00</u>
3. EVP - Project SP 02-601-38	\$ <u>8,000.00</u>
4. Signal System - Project SP 02-601-38	\$ <u>71,250.00</u>
5. Storm Sewer - Project SP 02-601-38	\$ <u>43,302.00</u>
6. Storm Water Pond - Project SP 02-601-38	\$ <u>12,252.00</u>

Grand Total Estimated Construction Cost To The City \$ 150,804.00

F. The total estimated cost to the City for the project is \$150,804.00 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 \$12,064.32. The total estimated construction cost to the City for the project is \$162,868.32.

G. Upon award of the contract, the City shall pay to the County, upon written demand by the County, 95% of its portion of the cost of the project estimated at \$154,724.90. 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.

H. Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial 95% charged will be made in the form of credit or additional charges to the City's share. Also, the remaining 5% of the City's portion of the construction costs shall be paid.

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 of Anoka shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersections of Trunk Highway 288/County State Aid Highway 7 at County Road 79, Bob Ehlen Drive/Tyler Street at County State Aid Highway 7, and County State Aid Highway 7 at County State Aid Highway 1, including any necessary extension of power lines. The City of Anoka shall be the lead agency in this matter. Upon completion of said traffic control signal installations, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City of Anoka.

X. MAINTENANCE

CP 96-77-79 (Trunk Highway 288 at County Road 79):

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 the sole obligation of the County.

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 County.

D. Painting of the traffic signal shall be the sole obligation of the County.

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

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

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

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. The City shall 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 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.

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.

M. 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.

CP 97-56-07 (County State Aid Highway 7 at Bob Ehlen Drive/Tyler Street):

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 the sole obligation of the County.

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 County.

D. Painting of the traffic signal shall be the sole obligation of the County.

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

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

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

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. The City shall be billed by the County on a quarterly basis for all incurred costs.

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SAP 02-601-38 (County State Aid Highway 1 at County State Aid Highway 7):

A. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), detention basins (including ponds and their outlet structures and grit chambers/collectors) and stormceptors shall be the sole obligation of the City.

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

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

D. Maintenance of the completed signal and signal equipment shall be the sole obligation of the County.

E. 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 County.

F. Painting of the traffic signal shall be the sole obligation of the County.

G. Timing of the traffic signal shall be determined by the County.

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

I. The traffic control signal shall be the property of the County.

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

K. 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.

L. 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.

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

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

O. 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 Anoka, 2015 First Avenue, Anoka, Minnesota 55303, on behalf of the City.

XII. INDEMNIFICATION

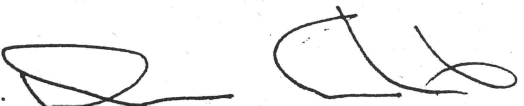
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

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.

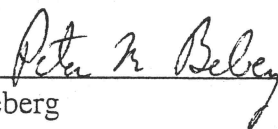
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: 
Dan Erhart, Chairman
County Board of Commissioners

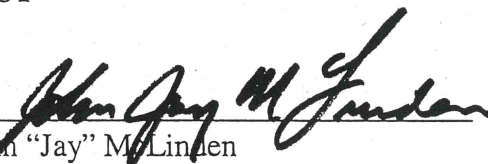
Dated: 6/8/99

CITY OF ANOKA

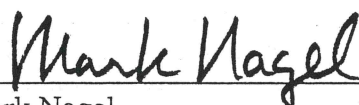
By: 
Peter Beberg
Mayor

Dated: 5-6-99

ATTEST

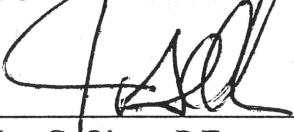
By: 
John "Jay" M. Linden
County Administrator

Dated: 6/8/99

By: 
Mark Nagel
City Manager

Dated: 5/4/99

RECOMMENDED FOR APPROVAL

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

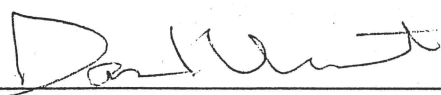
Dated: 5/20/99

By: _____

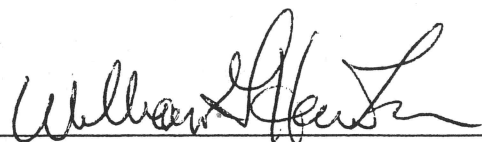
Its: _____

Dated: _____

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 6-18-99

By: 

Its: City Attorney

Dated: May 12, 1999