

**JOINT POWERS AGREEMENT  
FOR THE RECONSTRUCTION OF CSAH NO. 14 (MAIN STREET)  
PLUS THE INTERSECTIONS AT RADISSON ROAD AND LEXINGTON AVENUE  
Project No. SAP 02-614-14**

THIS AGREEMENT is made and entered into this 3rd day of September, 1993, 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 have long exhibited concern for the deteriorating condition of County State Aid Highway (CSAH) No. 14 (Main Street) as well as the safety of the intersection; and

WHEREAS, the parties to this Agreement are mutually agreed that the reconstruction of CSAH No. 14 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 intersections of Main Street with Radisson Road and Lexington Avenue for the safety of the traveling public; and

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Project No. SAP 02-614-14 which plans and specifications are dated July 10, 1992, 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, curb and gutter, storm sewer and roadway, the City will incorporate miscellaneous utility work to be covered by this Agreement; 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 reconstructing the roadway, drainage, traffic control systems, as well as other utilities on a portion of CSAH Nos. 14 and 17 and County Road (CR) No. 52 as described in the plans and specifications numbered SAP 02-614-14 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 except for design of City utilities and shall cause the construction of Anoka County Project No. SAP 02-614-14 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.

**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 attached as Exhibit<sup>1</sup> D. 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 \$2,876,924.26. Participation in the construction costs is as follows:

1. The City will pay to the County 50% of the cost of the concrete curb and gutter (less medians). The estimated total cost of curb and gutter including medians is \$25,256.07, of which the City's estimated share is \$3,798.80.

2. The City will pay 100% of the hydrant relocation and gate box adjustment, water and sewer construction. The estimated cost of these utilities is \$62,727.75.

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<sup>1</sup> Exhibits A-D of this Agreement are attached hereto and included herein by reference.

3. The City will pay for the MSA-eligible portion of the storm sewer construction. The MSA-eligible cost will be determined by the state hydraulics letter estimated at 15.0% of the cost of storm sewer. The estimated cost of storm sewer is \$47,976.00, of which the estimated City cost for storm sewer is \$7,196.40.

4. The City will pay to the County 50% of the cost of construction and installation of the whole traffic actuated signal systems. The City's estimated share of the construction is \$85,250.00 plus control cabinet costs as referenced in Exhibit B for a total estimated cost of \$95,250.00.

5. The City will pay 100% of the cost of new concrete for all upgraded driveways. The City's estimated cost for driveway is \$1,638.00.

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 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.

8. The County shall return to the state 4.62 acres of property which it acquired by tax forfeiture. See Exhibit C. The City shall purchase for its use 8.427 acres south of Coon Creek, now known as Parcel C of Knoll Addition, at the appraised price as agreed by the parties of this Agreement. The estimated cost to the City for this 8.427 acres is \$50,526.00. A fee of 8% shall be added to the cost of the property to cover repurchase and acquisition costs. The estimated cost of the property to the City is \$50,526.00.

C. The total estimated cost to the City for the project is \$221,136.95 (See Exhibit A for cost-sharing information). 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 \$17,690.96. Total estimated City cost of the project is \$238,827.91.

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 costs of the project estimated at \$238,827.91. 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, except those related to right-of-way transfer as provided herein.

**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.

**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. 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 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 the City.

**X. 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.

**XI. MAINTENANCE**

**A.** 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 the City.

**B.** Maintenance of the completed watermain, sanitary sewer, and storm sewer system except catch basins and catch basin leads, and any future bikeway and sidewalk shall be the sole obligation of the City.

**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 Blaine, 9150 Central Avenue Northeast, Blaine, Minnesota 55434, 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. 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: 9-28-93

**ATTEST**

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

Dated: 9-28-93

**RECOMMENDED FOR APPROVAL**

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

Dated: 9/20/93

**APPROVED AS TO FORM**

By: Dan Clint  
Dan Clint  
Assistant County Attorney

Dated: 9-28-93

**CITY OF BLAINE**

By:

Name: Elwyn Tinklenberg

Title: Mayor

Dated: September 16, 1993

By:

Name: Donald G. Poss

Title: City Manager

Dated: September 16, 1993

By:

Name: Charles Lenthe

Title: City Engineer

Dated: September 16, 1993

By:

Name: Thomas M. Sweeney

Title: City Attorney

Dated: September 16, 1993

EXHIBIT A

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

\*<sup>1</sup> The County pays for 100% of a Standard Median Design such as plain concrete. If a community requests decorative median such as red brick, stamped concrete, or exposed aggregate concrete the City will pay the additional cost above the cost of standard median.

\*<sup>2</sup> 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.

\*<sup>3</sup> In communities 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.

\*<sup>4</sup> 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.

\*<sup>5</sup> In the event that the City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the City participates to the extent an agreement can be reached in these properties. For instance, a City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the 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 City requesting the alignment. In addition, any costs including right-of-way costs incurred by the County because a City did not acquire sufficient right-of-way during the platting process or on new alignments shall be paid by the City.

\*<sup>6</sup> 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 City.

**EXHIBIT B**

**JOINT POWERS AGREEMENT FOR THE  
INSTALLATION AND MAINTENANCE OF TWO TRAFFIC CONTROL  
SIGNALS AT THE FOLLOWING INTERSECTIONS:**

Main Street (CSAH No. 14) at Radisson Road (CR No. 52)  
Main Street (CSAH No. 14) at Lexington Avenue (CSAH No. 17)

**Estimated costs for the project are as follows:**

**Signal System "A"**

Main Street at Radisson Road	
Fully actuated traffic control system	\$74,000.00
Control cabinet	<u>10,000.00</u>
<b>TOTAL</b>	<b>\$84,000.00</b>
<b>City of Blaine share - 50%</b>	<b>\$42,000.00</b>
<b>County of Anoka share - 50%</b>	<b>\$42,000.00</b>

**Signal System "B"**

Main Street at Lexington Avenue	
Fully actuated traffic control system	\$96,500.00
Control cabinet	<u>10,000.00</u>
<b>TOTAL</b>	<b>\$106,500.00</b>
<b>City of Blaine's share - 50%</b>	<b>\$53,250.00</b>
<b>County of Anoka's share - 50%</b>	<b>\$53,250.00</b>

PORT OF SECTION 15

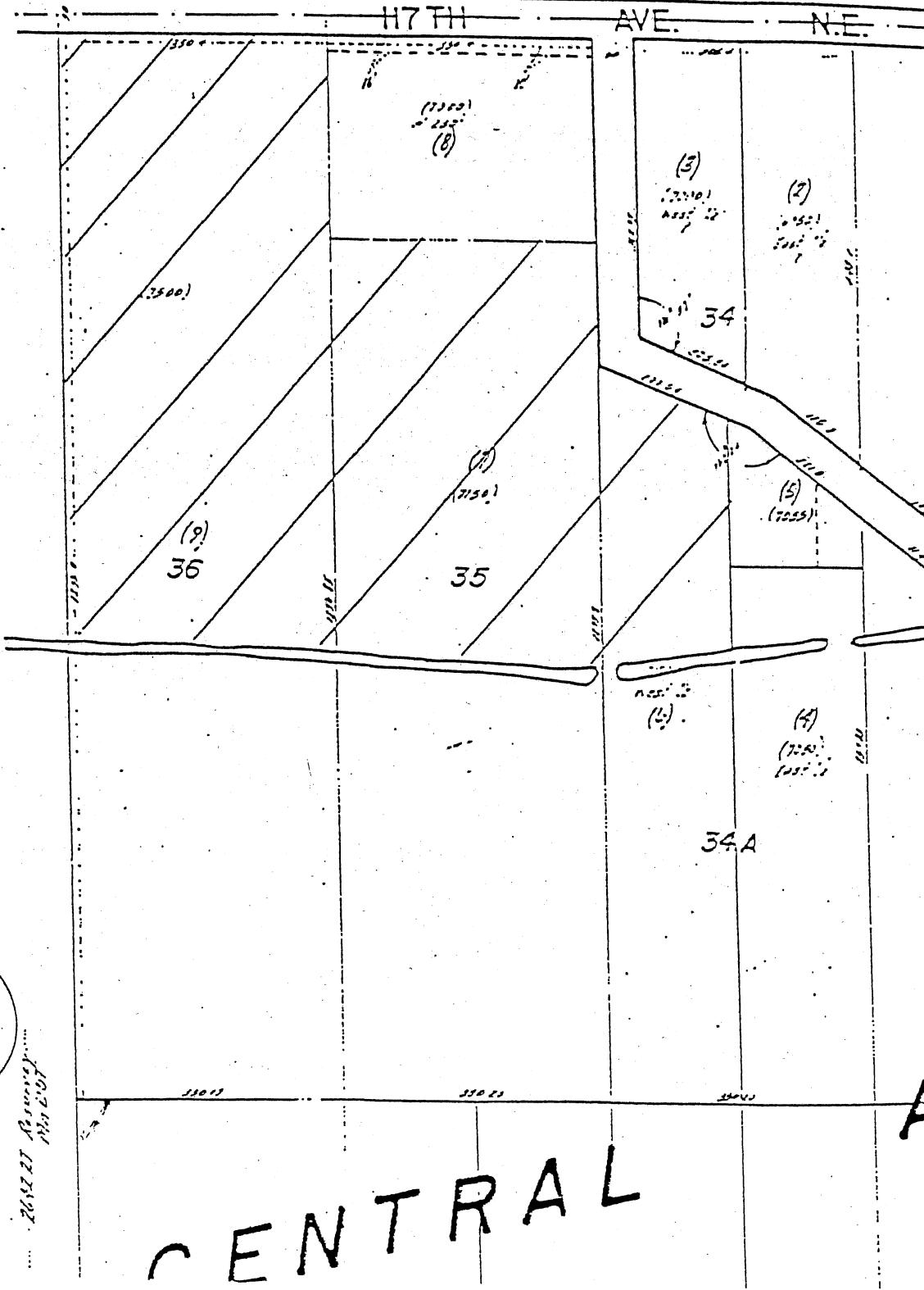
EXHIBIT

CITY OF BLAINE

C

22

N.W. CORNER  
SEC. 17









CITY OF BLAINE  
RESOLUTION NO. 93-62  
IMPROVEMENT PROJECT NO. 91-18  
S.A.P. 02-614-14; M.S.A. 106-020-06

RESOLUTION APPROVING JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF ANOKA AND THE CITY OF BLAINE FOR  
RECONSTRUCTING A PORTION OF C.S.A.H NO.14 (MAIN STREET/125TH AVENUE)  
AND THE INTERSECTIONS AT RADISSON ROAD AND LEXINGTON AVENUE

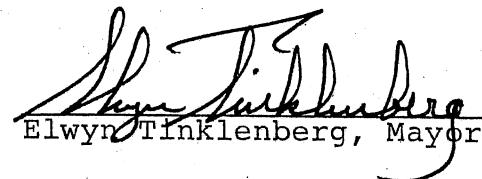
WHEREAS, it has been deemed advisable and necessary for the City of Blaine to participate in the cost of a construction project located on County State Aid Highway Number 14 (Main Street/125th Avenue), and

WHEREAS, the City of Blaine and the County of Anoka have joined together for the purpose of reconstructing the roadway, drainage, traffic control systems, as well as other utilities on a portion of CSAH No.14, CSAH No.17 and County Road No. 52 as described in the plans and specifications numbered SAP 02-614-14 prepared by the Anoka County Highway Department and on file in the Office of the Anoka County Highway Engineer;

NOW, THEREFORE, BE IT RESOLVED that the City of Blaine enter into an agreement with the County of Anoka for said improvements;

BE IT FURTHER RESOLVED that the proper City Officers of the City of Blaine are authorized to execute such agreement, and thereby assume for and on behalf of the City, all contractual obligations therein.

PASSED by the Blaine City Council this 16th day of September 1993.

  
Elwyn Tinklenberg, Mayor

ATTEST:

  
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Joyce Twinstol, CMC, City Clerk

CERTIFICATION

STATE OF MINNESOTA)  
COUNTY OF ANOKA )  
CITY OF BLAINE )

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution, presented to and adopted by the Council of the City of Blaine at a duly authorized meeting thereof held on the 16th day of September 1993, as shown by the minutes of said meeting in my possession.

  
\_\_\_\_\_  
Joyce Twinstol, CMC, City Clerk

