

**JOINT POWERS AGREEMENT
FOR RECONSTRUCTION OF LEXINGTON AVENUE
FROM LAKE DRIVE TO PHEASANT RIDGE DRIVE**

THIS AGREEMENT is made and entered into this _____ day of _____, 1997, 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 acknowledged the need to improve the ability of the Lexington Avenue (CSAH 17) interchange with I-35W to handle its traffic demand and the need to improve the sight distance at the ramp intersections; and

WHEREAS, said parties also desire to improve the traffic flow and poor drainage along Lexington Avenue as well as provide new traffic control signals at certain intersections; and

WHEREAS, said parties mutually agree that this reconstruction, drainage improvement, and provision of new traffic control signals should be done as soon as possible; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for the this project, which plans and specifications are numbered 02-617-11, a copy of which is 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, 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: (1) constructing a storm sewer system along CSAH 17 due to poor drainage; (2) reconstructing the roadway from Pheasant Ridge Drive to Lake

Drive; and (3) providing new traffic control signals at the intersection of North Road, Ball Road, south ramps at I-35W, and north ramps at I-35W for the safety of the traveling public.

II. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project 02-617-11 in conformance with the final plans and specifications. The calling for 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. 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 Six Million Two Hundred Seventy-Six Thousand Three Hundred Ninety-Two and 70/100s Dollars (\$6,276,392.70) based on the low bid. Participation in the construction cost is as follows:

1. The City will pay to the County 50% of the cost of concrete curb and gutter (less medians). The estimated total cost of curb and gutter, including medians, is \$88,862.50, of which the City's estimated share is \$18,740.00.

2. The City will pay for 100% of the cost of new sidewalk and new bituminous trail/bikeway installed on the project. The estimated cost to the City for the new sidewalk is \$0.00. The estimated cost to the City for the new bituminous trail/bikeway is \$21,037.50.

3. The City will pay 100% of the hydrant relocation and gate box adjustment, water, and sewer construction. The estimated cost to the City for these items is \$2,009.00.

4. The City will pay for the non-eligible portion, plus the non-participating portion, of the storm sewer construction. The non-eligible cost will be determined by the State hydraulics letter, estimated at 0% of the cost of the storm sewer. The estimated cost of the storm sewer is \$222,046.80, of which the estimated City cost is \$0.00.

5. The City will pay to the County 50% of the local cost of construction and installation of the whole traffic actuated signal system "A" at North Road, along with 100% of the EVP system. The City's estimated share of the construction for system "A" is \$56,900.00.

The City will pay to the County 75% of the cost of construction of the whole traffic actuated signal system "B" at Ball Road, along with 100% of the EVP system. The City's estimated share of the construction for system "B" is \$74,150.00.

The City will pay to the County 25% of the cost of the construction of the whole traffic actual signal systems "C" and "D" at the ramps to I-35W, along with 100% of the cost of EVP. The City's estimated share of the construction for signal systems "C" and "D" is \$47,350.00.

6. The City will pay 100% of the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$0.00.

7. The City will pay 100% of the cost of new concrete for all upgraded driveways. The City's estimated cost for driveway pavement is \$0.00.

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

9. 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.

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

C. The total estimated construction cost to the City for the project is Two Hundred Twenty-Three Thousand Eighty-Six and 50/100s Dollars (\$223,086.50) as shown on the attached Exhibits A and B, which are attached hereto and incorporated herein by reference. The City's participation in engineering will be at a rate of 8% of their designated share. The estimated cost to the City for engineering is Seventeen Thousand Eight Hundred Forty-Six and 92/100s Dollars (\$17,846.92). The total estimated cost to the City is Two Hundred Forty Thousand Nine Hundred Thirty-Three and 42/100s Dollars (\$240,933.42).

D. Upon award of the contract, the City shall pay to the County, upon written demand by the County, 95% of its portion of the construction cost of the project estimated at Two

Hundred Twenty-Eight Thousand Eight Hundred Eighty-Six and 74/100s (\$228,886.74). The City's share of the cost of the project shall include only construction and engineering expenses and does not include administrative expenses incurred by the County.

E. Upon final completion of the project, the City's share of the construction 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 cost shall be paid.

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 occur first.

V. DISBURSEMENTS 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 with 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. AFFIRMATIVE ACTION

In accordance with Anoka 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, sexual orientation, marital status, public assistance status, age, disability, or national origin.

X. 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 to signals at North Road, Ball Road, South ramps, North ramps, and Pheasant Ridge Road, and upon completion of said traffic control signal installations the ongoing cost of electrical power to the signal shall be at the cost and expense of the City. The City may enter into its own agreement with the City of Circle Pines for the signal at North Road and Lexington Avenue. The City of Circle Pines should then be 25% responsible for power and maintenance of luminaires and the EVP system of the signal at North Road.

XI. 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 and maintenance of the luminaires and EVP will be the responsibility of the City.

The City shall notify the County immediately in the event the EVP system malfunctions.

Maintenance of the completed watermain, sanitary sewer system, storm sewer system (except catch basins, catch basin leads, and the culvert on County Ditch No. 53-62), bikeway, trail, 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 55433, on behalf of the City.

XIII. INDEMNIFICATION

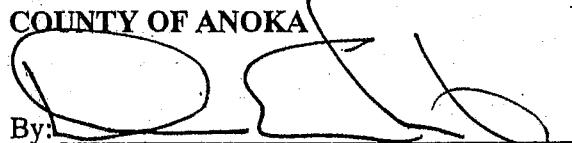
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents or employees relating to activity conducted by either party under this Agreement.

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.

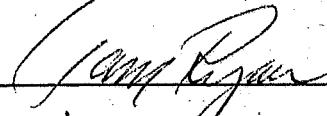
COUNTY OF ANOKA

By: 

Dan Erhart, Chairman
County Board of Commissioners

Dated: 9/28/99

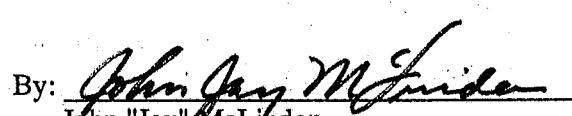
CITY OF BLAINE

By: 

Its: Tom Ryan
Mayor

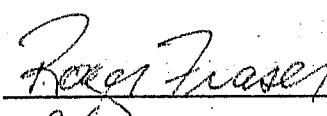
Dated: September 2, 1999

ATTEST

By: 

John "Jay" McLinden
County Administrator

Dated: 9/28/99

By: 

Its: Roger Fraser
City Manager

Dated: September 2, 1999

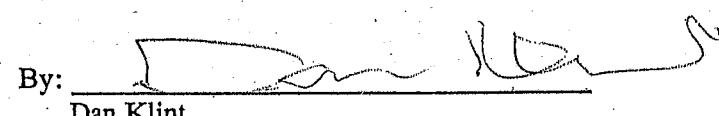
RECOMMENDED FOR APPROVAL

By: 

Jon G. Olson
County Engineer

Dated: 9/9/99

APPROVED AS TO FORM

By: 

Dan Klint
Assistant County Attorney

Dated: 9-30-99

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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 & Gutter	50%	50%
Concrete Sidewalk	0	100%
Concrete Sidewalk Replacement	100%	0
Concrete Curb & Gutter for Median Construction	100%	0
Concrete Median	100%	0*
Construction or Adjustment of Local Utilities	0	100%
Grading, Base & 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 of 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 Signal (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 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.

*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 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.

*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 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 incurred by the County because the participating City did not acquire sufficient right-of-way shall be paid by the 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 City.