

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 17/51
(LEXINGTON AVENUE) FROM EMIL AVENUE TO
COUNTY STATE AID HIGHWAY 32 (85TH AVENUE)
SAP 02-617-05 (Anoka County) AND SAP 62-651-39 (Ramsey County)**

This Agreement is made and entered into this 27th day of October, 1998, 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 "Anoka County," and the County of Ramsey, a political subdivision of the State of Minnesota, 50 West Kellogg Boulevard, Suite 910, Saint Paul, Minnesota 55102, hereinafter referred to as "Ramsey County."

WITNESSETH:

WHEREAS, the parties of this agreement desire to jointly cause the reconstruction of the intersection of Anoka County State Aid Highway 17/Ramsey County State Aid Highway 51 (Lexington Avenue) hereinafter referred to as CSAH No. 17 and Anoka County State Aid Highway 32 (85th Avenue)/Ramsey County State Aid Highway 1 (County Road J) hereinafter referred to as CSAH No. 32; and,

WHEREAS, said parties are mutually agreed that the reconstruction of CSAH No. 17 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 said intersection for the safety of the traveling public; and,

WHEREAS, the parties agree that Anoka County shall cause the reconstruction of this intersection; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Anoka County Project No. 02-617-05/Ramsey County Project No. 62-651-39 which plans and specifications are dated _____ and which are on file in the office of the Anoka 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 reconstructing the roadway, drainage, sidewalk, and traffic control systems at the intersection of CSAH No. 17 and CSAH No. 32 as described in the plans and specifications numbered SAP 02-617-05 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

Anoka County shall provide all engineering services and shall cause the construction of Anoka County Project No. SAP 02-617-05 and Ramsey County Project No. 62-651-39 in conformance with said plans and specifications. Anoka 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 Ramsey County will be responsible.

B. The estimated costs of the total project is \$3,779,693.45. Participation in the construction cost is as follows:

1. Ramsey County shall pay for that portion of the grading, base and bituminous reconstruction, which is located in Ramsey County. The total cost of the reconstruction is estimated at \$2,155,427.95 of which the estimated cost to Ramsey County is \$187,536.40.

2. Ramsey County shall pay for that portion of the drainage reconstruction, which is located in Ramsey County. The total cost of the storm sewer construction is estimated at \$640,137.50 of which the estimated cost to Ramsey County is \$28,136.50.

3. Ramsey County shall pay for that portion of the cost of concrete curb and gutter (less medians), which is located in Ramsey County. The estimated total cost of curb and gutter including medians is \$255,295.00, of which Ramsey County's estimated share is \$15,718.00.

4. Ramsey County shall pay for that portion of the in-place sidewalk reconstruction, which is located in Ramsey County. The total cost of sidewalk construction is estimated at \$10,108.00 of which the estimated cost to Ramsey County is \$3,440.00.

5. Ramsey County shall pay for that portion of the in-place bituminous path reconstruction, which is located in Ramsey County. The total cost of bituminous path construction is estimated at \$108,620.00 of which the estimated cost to Ramsey County is \$8,300.00.

6a. Ramsey County shall pay to Anoka County 50% of the cost of construction and installation of the whole traffic actuated signal system at CSAH No. 32. Ramsey County's estimated share of the construction is \$50,000.00.

6b. Ramsey County shall pay 0% of all interconnect costs.

6c. Ramsey County shall pay 50% of Emergency Vehicle Pre-Emption (EVP) costs at the CSAH No. 32 signal. Ramsey County's estimated share of the construction is \$3,750.00.

7. The total estimated cost to Ramsey County for the project is summarized below:

Right-of-Way	\$0.00
Construction or Adjustment of Local Utilities	\$0.00
Grading, Base & Bituminous	\$187,536.40
Storm Sewer	\$ 28,136.50
Concrete Curb & Gutter	\$ 15,718.00
Decorative Medians	\$ 0.00
Driveway Upgrades	\$ 0.00
Concrete Sidewalk	\$ 3,440.00
Trails	\$ 8,300.00
Street Lights	\$ 0.00
Traffic Signals	\$ 50,000.00
EVP	\$ 3,750.00
Preliminary Design & Engineering	\$ 29,688.09
Construction Engineering Services	\$ 23,750.47
Grand Total Estimated Cost to Ramsey County	\$350,319.79

C. The total estimated and construction costs to Ramsey County for the project is \$296,880.90 as shown on the attached Exhibits A and B. Ramsey County participation in preliminary engineering at the rate of 10% of their designated share and in construction engineering will be at a rate of 8% of their designated share. The estimated cost to Ramsey County for preliminary and engineering is \$29,688.09 and construction engineering is \$23,750.46. The total estimated cost to Ramsey County for the project is \$350,319.79.

D. Upon award of the contract, Ramsey County shall pay to Anoka County, upon written demand by Anoka County, 95% of its portion of the cost of the project estimated at \$332,803.80. Ramsey County's share of the cost of the project shall include only construction and construction engineering expense and does not include administrative expenses incurred by Anoka County.

E. Upon final completion of the project, Ramsey County'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 Ramsey County's share. Also, the remaining 5% of Ramsey County's portion of the construction costs shall be paid.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the counties 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 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. Ramsey County shall pay its pro rata share of costs which they incurred prior to such notice of termination.

IX. SIGNALIZATION POWER

Ramsey County shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of CSAH No. 17 and CSAH No. 32, including any necessary extension of power lines. Ramsey County shall be the lead agency in this matter. Upon completion of said traffic controls signal installation, the ongoing cost of the electrical power to the signal shall be paid by Ramsey County. Ramsey County will bill one-half the cost to the City of Blaine. Ramsey County should enter into an agreement with the City of Blaine prior to billing them Ramsey County shall provide a copy of this agreement to Anoka County.

X. MAINTENANCE

A. Ramsey County will be billed on a quarterly basis for one-half of all costs incurred by Anoka County for routine and emergency maintenance of the traffic signal. Costs will include employee time, equipment time, materials, and overhead. Ramsey County shall also reimburse Anoka County for costs incurred if Anoka County contracts out any of the work contemplated herein. Ramsey County shall reimburse Anoka County within forty-five (45) days of receipt of an invoice describing the costs incurred by Anoka County.

B. Maintenance of the completed roadway, storm sewer, detention basins (including ponds and their outlet structures and grit chambers/collectors) located in Ramsey County shall be the sole obligation of Ramsey County.

C. Maintenance of all trails and sidewalks, including snow plowing, located in Ramsey County shall be the sole responsibility of Ramsey County.

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

E. Anoka 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 Anoka County.

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

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

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

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

J. All maintenance of the EVP System shall be completed by Anoka County.

K. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minn. Stat. §§ 169.01, Subd. 5, and 169.03. Ramsey County and the City of Blaine shall provide a list to Anoka County Traffic Engineer, or Anoka County's duly appointed representative, of all such vehicles with emitter units on an annual basis.

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

M. All timing of said EVP System shall be determined by Anoka County.

N. In the event said EVP System or components are, in the opinion of Anoka County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by Ramsey County or the City of Blaine, written notice thereof from Anoka County, Anoka 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 Anoka County.

XI. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Anoka County Administrator, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of Anoka County, and the County Manager of Ramsey County, 50 West Kellogg Boulevard, Suite 910, Saint Paul, Minnesota 55102, on behalf of Ramsey County.

XII. INDEMNIFICATION

The counties 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

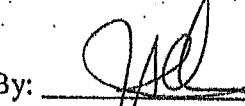
Dated: 3/27/01

ATTEST

By: 
John "Jay" McLinden
County Administrator

Dated: 3/27/01

RECOMMENDED FOR APPROVAL

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

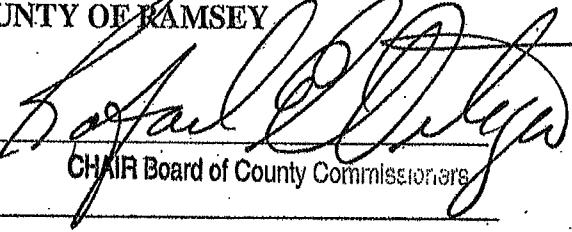
Dated: 3/9/01

APPROVED AS TO FORM

By: 
Dan Clint
Assistant County Attorney

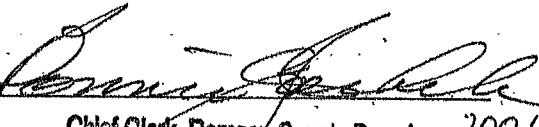
Dated: 3/24/01

COUNTY OF RAMSEY

By: 
Karen A. Olson
Chair Board of County Commissioners

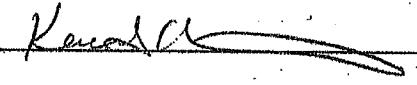
Its: _____

Dated: FEB 13 2001

By: 
Karen A. Olson
Chief Clerk, Ramsey County Board

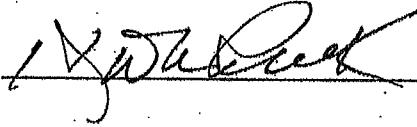
Its: _____

Dated: FEB 13 2001

By: 
Karen A. Olson

Its: COUNTY ENGINEER

Dated: 1/12/01

By: 
Karen A. Olson

Its: _____

Dated: 1/24/01

EXHIBIT B

**COST SHARING AGREEMENT
FOR PROJECTS CONSTRUCTED ANOKA COUNTY
USING COUNTY STATE AID FUNDS OR LOCAL TAX LEVY DOLLARS**

<u>Item</u>	<u>County Share</u>	<u>City Share</u>
Bikeways	0	100%
Concrete Curby & Gutter	50%	50%
Concrete Sidewalk	0	100%
Concrete Sidewalk Replacement	100%	0
Concrete Curb & Gutter for Median		
Construction	100%	0
Concrete Median	100%	0*1
Construction or Adjustment of Local		
Utilities	0	100%
Grading, Base & 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 of the cost of its		
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 to 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.

