

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 17 (LEXINGTON
AVENUE) FROM COUNTY STATE AID HIGHWAY 32
(85th AVENUE) TO AUSTIN STREET.
(SAP 02-617-05) (SAP 02-617-17)**

This Agreement made and entered into this 9TH day of MARCH, 1999, 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 "County," and the City of Lexington, a municipal corporation of the State of Minnesota, 4175 Lovell Road, Suite 140, Lexington, Minnesota 55014, hereinafter referred to as the "City."

WITNESSETH

WHEREAS, the parties of this agreement wish to improve the condition of Lexington Avenue as well as the drainage along Lexington Avenue; and,

WHEREAS, said parties are mutually agreed that the reconstruction of Lexington Avenue 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 intersections of 85th Avenue and Lake Drive for the safety of the traveling public; and,

WHEREAS, the parties agree that the County shall cause the reconstruction of County State Aid Highway 17 (Lexington Avenue); and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Project Nos. SAP 02-617-05 and 02-617-17, which plans and specifications are dated October 2, 2000 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, 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, traffic control systems, as well as other utilities on a portion of County State Aid Highway 17 (Lexington Avenue); as described in the plans and specifications numbered SAP 02-617-05 and 02-617-17 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 Project Nos. SAP 02-617-05 and 02-617-17 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 City will be responsible.

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

1. The City shall provide construction observation for the relocation and reconstruction of their utilities and approve for acceptance the work as it is completed.

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 \$8,000.00.

3. The City shall furnish and deliver to the construction site replacements for any hydrants which are being relocated or replaced as a part of this project.

4. There will be no cost charged to the City for the non-participating and non-eligible portion of the storm sewer construction plus a percentage of the eligible portion of storm sewer construction unless the City requests said item to be added in writing.

5. There will be no cost charged to the City for the cost of detention basins (including ponds and their outlet structures and grit chambers/collectors) unless the City requests said item to be added in writing.

6. The City shall pay 10% of the cost of concrete curb and gutter (less medians) costs between Stations 8+830 on the west of Lexington Avenue and 50% of the cost of concrete curb and gutter (less medians) on the south side of Lake Drive. The estimated total cost of curb and gutter including medians is \$255,295.00 of which the City's estimated share is \$12,760.00.

7. There will be no cost charged to the City for decorative median above the cost of concrete median unless the City requests said item to be added in writing.

8. There will be no cost charged to the City for new concrete and/or bituminous driveway pavement for all upgraded driveways unless the City requests said item to be added in writing.

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

10. There will be no cost charged to the City for new sidewalk installed on the project unless the City requests said item to be added in writing.

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

12. There will be no cost charged to the City for new bituminous trails unless the City requests said item to be added in writing.

13. There will be no cost charged to the City for any street lighting included in the project unless the City requests said item to be added in writing.

14a. There will be no cost charged to the City for construction and installation of the traffic actuated signal system (including County supplied materials) at CR "J" and Lake Drive unless the City requests said item to be added in writing.

14b. The County shall pay 100% of all interconnect costs.

14c. The City shall pay 50% of Emergency Vehicle Pre-emption (EVP) costs at the Lake Drive signal. The City's estimated share of the construction is \$3,750.00.

15. The total estimated cost to the City for the project is summarized below:

Right-of-Way	\$	0.00
Construction or Adjustment of Local Utilities	\$	8,000.00

Grading, Base & Bituminous	\$ 0.00
Storm Sewer	\$ 0.00
Concrete Curb & Gutter	\$ 12,760.00
Decorative Medians	\$ 0.00
Driveway Upgrades	\$ 0.00
Concrete Sidewalk	\$ 0.00
Trails	\$ 0.00
Street Lights	\$ 0.00
Traffic Signals	\$ 0.00
EVP	\$ 3,750.00
<u>Construction Engineering Services</u>	<u>\$ 1,960.80</u>
Grand Total Estimated Cost To The City	\$ 26,470.80

C. The estimated construction cost to the City for the project is \$24,510.00 as shown on the attached Exhibits A and B, which exhibits are attached hereto and incorporated herein. 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 \$1,960.80. The total estimated construction cost to the City for the project is \$26,470.80.

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 cost of the project estimated at \$25,147.26. 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.

E. At the City's option, the City shall have the option to pay 1/3 of the City's share of the \$26,470.80 in each calendar year commencing 2001, 2002, and 2003. The final amount due from the City to the County will be adjusted as per paragraph F below once the final amount has been determined, a final payment in January of calendar year 2003 will be made based on the final City amount less the two previous payments. The City will pay no interest on the funds if paid according to the above schedule.

IV. TERM

This Agreement shall continue until 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 and County shall pay their pro rata share of costs, which the County incurred prior to such notice of termination.

IX. SIGNALIZATION POWER

The City along with the City of Circle Pines 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. 23, including any necessary extension of power lines. The City of Circle Pines 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 the City of Circle Pines. The City of Circle Pines will bill one-half the cost to the City of Lexington. The City of Circle Pines shall enter into an agreement with the City of Lexington prior to billing them. The City shall provide a copy of this agreement to the County.

X. MAINTENANCE

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 storm sewer interceptors, which are located within the corporate limits of the City, shall be the sole obligation of the City.

B. Maintenance of all trails and sidewalks, including snow plowing, which are located within the corporate limits of the City, shall be the sole responsibility of the City.

C. Maintenance of streetlights and cost of electrical power to the streetlights which are located within the corporate limits of the City 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 of Circle Pines shall be responsible for maintenance of the luminaries, luminary relamping, and luminary painting. The City of Circle Pines will bill one-half the cost of luminary maintenance to the City of Lexington.

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 Lexington, 4175 Lovell Road, Suite 140, Lexington, Minnesota 55014, 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:

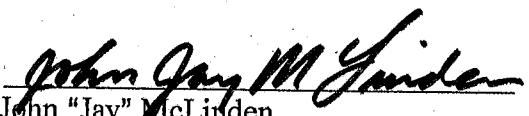
COUNTY OF ANOKA

By: 

Dan Erhart, Chairman
County Board of Commissioners

Dated: 2/27/01

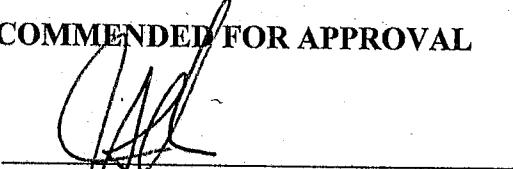
ATTEST

By: 

John "Jay" McLinden
County Administrator

Dated: 2/27/01

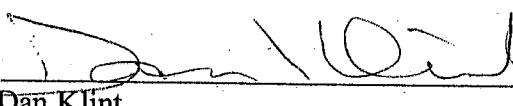
RECOMMENDED FOR APPROVAL

By: 

Jon G. Olson, P.E.
County Engineer

Dated: 2/14/01

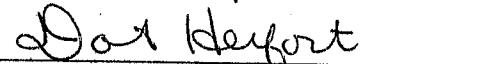
APPROVED AS TO FORM

By: 

Dan Klint
Assistant County Attorney

Dated: 3-1-01

CITY OF LEXINGTON

By: 

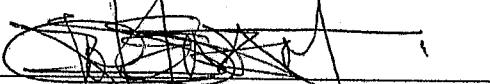
Dot Heifort
Mayor

Dated: 12/7/2000

By: 

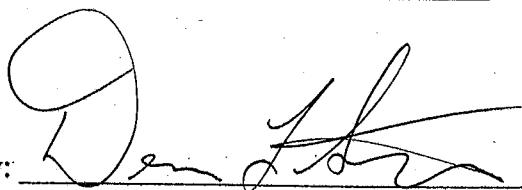
Michael Delmont
City Manager

Dated: 12/7/00

By: 

John B. Stewart, P.E.
Consulting City Engineer

Dated: _____

By: 

Dennis Smith
City Attorney

Dated: 12/8/2000

**Resolution Approving Plans
And Authorizing the City to Execute the
Joint Powers Agreement For
SAP 02-617-05 and 02-617-17**

WHEREAS, plans for Project Numbers 02-617-05 and 02-617-17 showing proposed alignment, profiles, grades, and cross-sections for the construction, reconstruction, or improvement of County State Highway No. 17 within the limits of the City as a Federal (02-617-17) and State (02-617-05) Aid Project have been prepared and presented to the City.

WHEREAS, Joint powers Agreement No. 990510 relating to Project Numbers 02-617-05 and 02-617-17 has been prepared and presented to the City.

NOW, THEREFORE, BE IT RESOLVED: That said plans be in all things are approved.

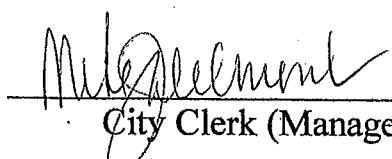
NOW, THEREFORE, BE IT FURTHER RESOLVED: That Joint Powers Agreement No. 990510 is approved, and that the Mayor and City manager are authorized to execute said Joint powers Agreement on behalf of the City.

Dated this 7th, day of December, 2000.

CERTIFICATION

State of Minnesota
County of Anoka
City of Lexington

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the City Council of Lexington at a meeting therefor held in the City of Lexington, Minnesota, on the 7th day of December, 2000, as disclosed by the records of said City in my possession,



City Clerk (Manager)

(Seal)