

Aug 2007

Anoka County Contract No. 2007-0536

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF
COUNTY STATE AID HIGHWAY 23 (LAKE DRIVE) AND I-35W INTERCHANGE
COUNTY PROJECT NO. S.A.P. 02-623-13
CITY PROJECT NO. S.A.P. 210-020-04**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, 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 Lino Lakes, 600 Town Center Parkway, Lino Lakes, Minnesota 55014, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct the Interchange of I-35W and County State Aid Highway 23 (Lake Drive); and,

WHEREAS, said parties mutually agree that the interchange at I-35W and County State Aid Highway 23 (Lake Drive) is in need of reconstruction; and,

WHEREAS, Anoka County has jurisdiction over County State Aid Highway 23 (Lake Drive.); and,

WHEREAS, the Minnesota Department of Transportation (MnDOT) has jurisdiction over I-35W; and,

WHEREAS, the parties have entered into a separate agreement for interchange study, preliminary design and project memorandum (Anoka County Contract No. 2005-0528) and final design and right of way acquisition (Anoka County Contract No. 2005-0537); and,

WHEREAS, the parties have entered into agreement No. 90500M with MnDOT for signal maintenance at the I-35W ramp termini; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said reconstruction 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 the reconstruction of the interchange of I-35W and County State Aid Highway 23 (Lake Drive) including the bridge over I-35W, herein known as the Project. The County project number for the reconstruction is S.A.P. 02-623-13. The City Project No. is S.A.P. 210-020-04. Said engineering plans will be filed in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

A. Construction

The City shall provide all construction-engineering services and shall cause the construction of the Project in conformance with said plans and specifications. The City shall do the calling for all bids and the acceptance of all bid proposals.

III. COSTS

A. The contract cost 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 costs which will be incurred for the Project. Actual costs may vary from the estimated costs and actual costs are what the parties are responsible for.

B. Participation in the cost of construction is as follows:

1. The County shall pay for the following items up to a total capped amount of \$3,700,000:

- Twenty-five percent (25%) of signal systems A, B, C, and D
- One hundred percent (100%) of traffic control interconnect
- One hundred percent (100%) of Bridge No 02817

2. The City shall pay for all remaining items including the cost of the items shown above in excess of \$3,700,000.

3. The City shall pay for all construction engineering costs of the project.

C. The estimated construction costs for the Project is shown in the attached Exhibit A.

D. Upon award of the contract, the County shall pay to the City, upon written demand by the City, ninety-five percent (95%) of its portion of the construction cost estimated at \$3,515,000.00.

E. Upon final completion of the Project, the County's share of the construction cost will be based upon actual construction costs. The remaining five percent (5%) of the County's portion of the construction costs shall be paid up to a total County contribution of \$3,700,000.00.

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 City and 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 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 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 County shall pay its pro rata share of costs, which the City incurred prior to such notice of termination.

IX. SIGNALIZATION POWER

The City shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinets for Signal Systems A, B, C, and D, including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installation, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City.

X. MAINTENANCE

A. Maintenance of the completed watermain, sanitary sewer, storm sewer, detention basins (including ponds and their outlet structures and grit chambers/collectors) 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 per MnDOT agreement 90500M and the following:

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. Any variation of painting color standards will be billed to the City.

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 shall be billed by the County on a quarterly basis for all incurred costs for maintenance of EVP system on signal systems A and D.

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 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.

IX. NOTICE

For purposes of delivery of any notices herein, 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 to the City Administrator of Lino Lakes, 600 Town Center Pkwy, Lino Lakes, MN 55014, on behalf of the City.

X. INDEMNIFICATION

The City and 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.

XI. 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 to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: Dennis D. Berg

Dennis D. Berg, Chair
County Board of Commissioners

Dated: 5/22/07

ATTEST

By: Terry L. Johnson

Terry L. Johnson
County Administrator

Dated: 5/22/07

RECOMMENDED FOR APPROVAL

By: Douglas W. Fischer

Douglas W. Fischer, P.E.
County Engineer

Dated: 4/25/07

APPROVED AS TO FORM

By: Dan Clint

Dan Clint
Assistant County Attorney

Dated: 5/30/07

CITY OF LINO LAKES

By: John Bergeson

John Bergeson
Mayor

Dated: 5-7-2007

By: Gordon Heitke

Gordon Heitke
City Administrator

Dated: 5-7-07

By: Michael Grochala

Michael Grochala
Community Development Director

Dated: 5/4/07

By: _____

Its: City Attorney

Dated: _____



CITY OF LINO LAKES
CERTIFICATION
RESOLUTION 07-48

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS
CITY OF LINO LAKES)

I, Julianne Bartell, City Clerk of the City of Lino Lakes, in the County of Anoka and State of Minnesota, certify that I have examined the attached copy of Resolution No. 07-48 approving an agreement with the State of Minnesota Department of Transportation (MnDOT) and the County of Anoka (MnDOT Signal Agreement No. 90500M) for the Lake Drive (CSAH 23) I-35W Interchange, approved by the Lino Lakes City Council on March 26, 2007, and have carefully compared the same with the original on file in this office, and that the attached copy is a true, correct and complete copy of the original.

IN WITNESS WHEREOF, I have signed and affixed the
city seal on March 27, 2007.



Julianne Bartell
City Clerk

Council Member Reinert introduced the following resolution and moved its adoption:

CITY OF LINO LAKES

RESOLUTION NO. 07-48

**RESOLUTION APPROVING AGREEMENT
WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION AND
THE COUNTY OF ANOKA
MN/DOT SIGNAL AGREEMENT NO. 90500M
LAKE DRIVE (CSAH 23)/I-35W INTERCHANGE**

WHEREAS, The City is about to perform roadway construction on the I-35W and CSAH 23 Interchange in Lino Lakes with the limits shown on the City-prepared plans, specifications, and special provisions and designated by the State as State Project No. 0280-55 and State Aid Project Numbers SAP 02-623-13 and 210-020-04 ("Construction"); and

WHEREAS, the Construction includes the installation of new Traffic Control Signals with Street Lights, Emergency Vehicle Preemption (EVP) and revised Traffic Control Signal, EVP and interconnect on CSAH 23 (Lake Drive) at Apollo Drive; and

WHEREAS, The City requests and the County and State agree to the installation of Emergency Vehicle Pre-emption Systems (EVP Systems(s)) as part of the new and revised Traffic Control Signal installations; and

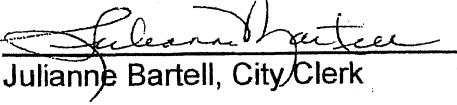
WHEREAS, The County, the City and the State will participate in the cost, maintenance and operation of the new and revised Traffic Control Signals and EVP Systems.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINO LAKES, MINNESOTA that the City enter into an Agreement (Agreement Number 90500M) with the State of Minnesota, Department of Transportation for the following purposes, to wit:

To provide Maintenance and Electrical Energy for the new Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on County State Aid Highway No. 23 (Lake Drive) at Town Center Parkway, and on Trunk Highway 35W South and North Ramps at county State Aid Highway 23 (Lake Drive), and for the revised Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on County State Aid Highway No. 23 (Lake Drive) at Apollo Drive, in accordance with the terms and conditions set forth and contained in Agreement No. 90500M, a copy of which was before the Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and hereby are authorized to execute such Agreement and any amendments, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.


John J. Bergeson, Mayor


Julianne Bartell, City Clerk

Adopted by the Lino Lakes City Council this 26th day of March, 2007.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member Carlson and upon vote being taken thereon, the following voted in favor thereof:

Reinert, Carlson, O'Donnell, Stoltz, Bergeson

The following voted against same:

^{none}
Whereupon said resolution was declared duly passed and adopted.

