

**JOINT POWERS AGREEMENT
FOR THE IMPROVEMENT OF COUNTY STATE AID HIGHWAY NO. 35
(CENTRAL AVENUE) FROM TRUNK HIGHWAY NO. 65 TO 81ST AVENUE
PROJECT NOS.: S.A.P. 02-635-08 AND S.A.P. 02-635-10, AND
MSAP 127-020-21 AND MSAP 183-020-05**

THIS AGREEMENT is made and entered into this 12th day of May, 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 the "County," and the City of Fridley, 6431 University Avenue Northeast, Fridley, Minnesota 55432, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the parties to this Agreement consider it mutually desirable to reconstruct County State Aid Highway No. 35 (Central Avenue) from County State Aid Highway No. 8 (Osborne Road) to 81st Avenue; to widen and overlay County State Aid No. 35 from the Rice Creek Bridge to Osborne Road; and to mill and overlay County State Aid Highway No. 35 from 300 meters north of Trunk Highway 65 to the Rice Creek Bridge (hereinafter referred to as the "Project"); and

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for the Project, which plans and specifications are dated July 14, 1998, and which are on file in the office of the County Engineer; and

WHEREAS, the parties agree that it is in their best interests that the cost of said Project be shared; and

WHEREAS, together with the sharing of the cost of construction for the traffic signal installations and roadway, the City will incorporate a bituminous trail, the watermain, sanitary sewer and miscellaneous utility work to be covered by this Agreement; and

WHEREAS, the City has requested that curb and gutter be added to the project from 73rd Avenue south to 200' + south of Rice Creek Bridge and that the roadway be widened 4' on each side of the roadway from 73rd Avenue to 69th Avenue; 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 reconstruction of the roadway, installation of traffic signal systems, construction of storm sewer and miscellaneous utility reallocations on a portion of County State Aid Highway No. 35 (Central Avenue) as described in the plans and specifications for the Project which are 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 the Project in conformance with the plans and specifications on file in the office of the Anoka County Engineer. The advertisement of bids and the acceptance of all bid proposals shall be done by the County. The award of the Contract shall be done by the County.

III. COST

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 Exhibits A and C. 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 Two Million Three Hundred Seven Thousand Five Hundred Fifty and 01/100s Dollars (\$2,307,550.01). Participation in the construction costs is as follows:

1. The City shall pay 100% of the watermain and sanitary sewer improvements, relocations and adjustments. The estimated cost of the utility improvements is \$45,562.72.

2. The City shall pay their share of the storm sewer mainline construction based on percentage of mainline flow attributed to connecting City owned laterals to the mainline. The City's mainline participation is estimated at 46%. The estimated construction cost of storm sewer is \$988,105.15 of which \$855,185.89 is mainline sewer costs. Of this, the City's estimated share is \$393,385.51.

3. The City shall pay 50% of the cost of the concrete curb and gutter constructed within the City excluding the cost of the median curb and gutter. The total project estimated cost of the concrete curb and gutter construction is \$84,071.00, of which the City's estimated share is \$15,409.30. Credit has been given to existing curb and gutter removed and replaced.

4. The City shall pay 100% of the cost of the newly constructed bituminous trail (including associated retaining wall). The estimated cost to the City is \$79,292.80.

5. The County shall pay 100% of the cost of "in-kind" driveway pavement replacements. The City shall pay 100% of the cost of newly constructed/upgraded driveways as shown in Exhibit C. The estimated cost to the City is \$38,768.20.

6. The City shall pay 0% of the cost of the Traffic Signal System Revision at the intersection of 69th Avenue and County State Aid Highway No. 35 since this signal is a permanent system. The estimated cost of the Traffic Signal System, including equipment furnished by the County, is \$55,320.00, of which the City's share is \$0.00.

7. The City shall pay 100% of the cost of the Internally Lit Signs for the above signal system. The estimated cost to the City is \$16,755.00.

8. The City shall pay for 50% of the cost to construct curb and gutter on the east side of the roadway including the costs of curb and gutter, restoration of sod, storm sewer leads and catch basins which were not part of the original bid. In addition, patching the cross road cuts necessary for said catch basin leads and added traffic control costs. The estimated cost of the extra work is \$200,000.00 of which the City shall pay \$100,000.00.

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

10. City representatives shall observe the configuration of each of the pedestrian curb ramps as located in the field in order to satisfy for themselves the conditions for locating the ramps as such prior to construction.

11. 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.

C. The total estimated cost to the City for the project is \$689,173.53 (see attached Exhibit A for determination of cost participation and attached Exhibit B for the Cost-Sharing Agreement). 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 \$55,133.88. Therefore, the total estimated City cost of the project is \$744,307.41.

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 costs of the project estimated at \$707,092.03. The City's share of the costs 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 costs 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 upon the written demand by the County. The remaining 5% of the City's portion of the construction costs shall be paid within sixty (60) days of receipt of an invoice from the County.

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 Anoka County 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 service 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 Commissioner's 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.

XI. MAINTENANCE:

A. Maintenance of the completed signal and signal equipment will be the sole obligation of the County.

B. The County Highway Department shall maintain the traffic signal controller, traffic signal lamps, loop detectors and associated wiring of the traffic control system at the sole obligation of the County.

C. Painting of the traffic signal system will be the sole obligation of the County.

D. Timing of the traffic control signal shall be determined by the County.

E. Only the County shall have access to the controller cabinet.

F. The traffic control signal shall be the property of the County.

G. The City will be responsible for any electrical power installation and ongoing power cost, construction costs, luminaire relamping, maintenance, and painting.

H. This maintenance agreement supersedes any previous agreement relative to said signal undertaken by both the City and the County.

I. Maintenance of the completed watermain, sanitary sewer, and stormceptors storm sewer system (except catch basins 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 Fridley, 6431 University Avenue Northeast, Fridley, Minnesota 55432, 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/REQUIREMENTS 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 the 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: [Signature]
Dan Erhart, Chairman
County Board of Commissioners

Dated: 10-13-98

CITY OF FRIDLEY

By: William H. Burns
Its: city manager

Dated: 10-1-98

ATTEST

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

Dated: 10-13-98

By: Danny J. Jorgensen
Its: Mayor

Dated: October 1, 1998

RECOMMENDED FOR APPROVAL

By: [Signature]
John G. Olson, P.E.
County Engineer

Dated: 10/9/98

By: _____
Its: _____

Dated: _____

APPROVED AS TO FORM

By: [Signature]
Dan Klint
Assistant County Attorney

Dated: 10-12-98

By: _____
Its: _____

Dated: _____

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