

Anoka County Contract No. 2005- 0519

**JOINT POWERS AGREEMENT  
FOR IMPROVEMENTS AT THE INTERSECTION OF  
COUNTY STATE AID HIGHWAY 49 (HODGSON ROAD)  
AND COUNTY STATE AID HIGHWAY 10 (BIRCH STREET)**

This Agreement made and entered into this day of \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, 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 of this agreement consider it mutually desirable to construct improvements to the intersection of County State Aid Highway No. 49 (Hodgson Road) and County State Aid Highway No. 10 (Birch Street) to improve the level of service and safety of the intersection included therein; and,

WHEREAS, said intersection improvement area shall include County State Aid Highway No. 49 (Hodgson Road) from 1650 feet south of Birch Street to 700 feet north of Birch Street, and County State Aid Highway No. 10 (Birch Street) from Hodgson Road to 1950 feet east of Hodgson Road; and,

WHEREAS, the intersection of County State Aid Highway No. 49 (Hodgson Road) and County State Aid Highway No. 10 (Birch Street) has met warrants for a full traffic actuated traffic control signal; and,

WHEREAS, the parties agree that the City shall cause the construction of intersection and roadway improvements within the improvement area as described herein, and,

WHEREAS, Toltz, King, Duvall, Anderson And Associates Inc. has prepared plans and specifications for Commission No. 12993-01 which plans and specifications are dated July 13, 2004, and which are on file in the office of the City Engineer; and,

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

WHEREAS, Minnesota Statute 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 constructing the roadway, drainage, pathway, and traffic control systems improvements at the intersection of County State Aid Highway No. 49 (Hodgson Road) and County State Aid Highway No. 10 (Birch Street); as described in the plans and specifications numbered 12993-01 on file in the office of the City of Lino Lakes and incorporated herein by reference (hereinafter the "Improvements").

II. METHOD

The City shall provide all engineering services with the exception of services provided by the County as described herein. The City shall cause the construction of the Improvements in conformance with said plans and specifications as described in Commission No. 12993-01. The City shall perform the calling for all bids, acceptance of all bid proposals, award of contract, and contract management.

III. COSTS

A. The contract costs of the work, or for work 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 relevant parties will be responsible.

B. The estimated cost of the total project is \$795,000 which includes legal, engineering, and financing costs. The construction contract, as awarded is \$613,848.58. Participation in the construction cost is as follows:

1. In addition to providing items as further described herein, the County shall pay to the City \$50,000 as its share of the construction cost.
2. The County shall provide inspection of the traffic signal construction and permanent signal operation maintenance at no cost to the City.
3. The County shall furnish materials and components for the traffic signal system, as described in the plans and specifications (12993-01), at no cost to the City.
4. The County shall provide plan review during design and peer review as needed during construction at no cost to the City.
5. All remaining construction and engineering costs shall be the responsibility of the City.

C. Upon award of the contract, the County shall pay to the City, upon written demand by the City, 100% of its financial obligation as provided in this Agreement.

#### 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 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 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 cabinet for the traffic signal at the intersection of County State Aid Highway No. 49 (Hodgson Road) and County State Aid Highway No. 10 (Birch Street). The City 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 the sole cost and expense of the City.

## X. MAINTENANCE

A. Maintenance of the completed roadway improvements, including culverts, ditches, storm sewer, and drainage structures within the right of way of CSAH 49 and CSAH 10 shall be the sole obligation of the County.

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. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signal located at the intersection of County State Aid Highway No. 49 (Hodgson Road) and County State Aid Highway No. 10 (Birch Street) at the sole obligation of the County.

E. Maintenance of any water main or sanitary sewer adjustments required as part these improvements shall be the sole responsibility of the City.

F. Painting of the traffic control signal system shall be the sole obligation of the County. The County will execute necessary contracts for signal painting as needed, and will bill the city for actual costs incurred in signal painting.

G. Timing of the traffic signals shall be determined by the County.

H. Only the County shall have access to the controller cabinets.

I. The traffic control signals shall be the property of the County.

J. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.

K. All maintenance of the EVP Systems shall be completed by the County. The City shall 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 North, Anoka, Minnesota 55303, on behalf of the County, and the City Administrator of Lino Lakes, 600 Town Center Parkway, Lino Lakes, 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: Margaret Langfeld  
Margaret Langfeld, Chair  
County Board of Commissioners

Dated: 6/28/05

## CITY OF LINO LAKES

By: John P. [Signature]

Its: Mayor

Dated: May 4, 2005

## ATTEST

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

Dated: 6/28/05

By: Gordon [Signature]

Its: City Administrator

Dated: May 4, 2005

## RECOMMENDED FOR APPROVAL

By: Douglas W. Fischer  
Douglas W. Fischer, P.E.  
County Engineer

Dated: 5/17/05

By: James E. Stedeker

Its: City Engineer

Dated: APRIL 28, 2005

## APPROVED AS TO FORM

By: Dan Klint  
Dan Klint  
Assistant County Attorney

Dated: 7-5-05

By: Wilbur [Signature]

Its: City Attorney

Dated: 5/9/05