

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF UNIVERSITY AVENUE
(CSAH NO. 51) FROM 97TH AVENUE TO 106TH AVENUE
Project S.P. 02-651-01**

THIS AGREEMENT is made and entered into this 13th day of April, 1993, 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 Coon Rapids, 1313 Coon Rapids Boulevard, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the parties to this Agreement have long exhibited concern for the deteriorating condition of University Avenue (CSAH No. 51) as well as the poor drainage along University Avenue; and

WHEREAS, the parties are mutually agreed that the reconstruction of University 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 University Avenue (CSAH No. 51) and 101st Avenue and 105th Avenue for the safety of the traveling public; and

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for S.P. 02-651-01, which plans and specifications are dated the _____ day of _____, 1993, 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 County and the City have joined together for the purpose of reconstructing the roadway, drainage, sidewalk, traffic control systems, as well as other utilities on a portion of University Avenue (CSAH No. 51) as described in the plans and specifications numbered S.P. 02-651-01 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 No. S.P. 02-651-01 in conformance with said plans and specifications. The letting of bids and the acceptance of all bid proposals shall be done by the County.

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 projections of the costs which will be incurred for this project. The estimated costs are attached as Exhibit A and incorporated herein by reference. 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 \$2,233,503.15. Participation in the construction cost is as follows:

1. The City will pay to the County 50% of the cost of concrete curb and gutter (less medians) on its side of the roadway. The estimated total cost of curb and gutter, including medians, is \$137,602.25, of which the City's estimated share is \$8,444.80.

2. In-place bituminous paths will be replaced by the County at no cost to the City.

3. The City will pay 100% of the hydrant relocation and gate box adjustment, water, and sewer construction. The estimated City cost of these items is \$15,250.00.

4. The City will pay for the non-eligible portion plus the non-participating portion of the storm sewer construction. The non-eligible cost will be determined by the state hydraulics letter estimated ^{at} 10% of the cost of storm sewer. The estimated cost of storm sewer is \$339,604.00 of which the estimated City cost for storm sewer is \$33,960.40.

5. The City will pay to the County 37.5% of the total cost of construction and installation of the full traffic-actuated signal systems at 101st Avenue and 105th Avenue. The City's estimated share of the construction is \$35,250.00 and \$30,375.00, respectively.

6. The City will pay to the County 37.5% of the total cost of the signal controller and control cabinet provided by the County for the signal systems referenced above. The City's estimated share of the equipment is \$3,750.00 and \$3,750.00, respectively.

7. The City will pay 100% of the cost of new concrete and/or bituminous driveway pavement for all upgraded driveways. The City's estimated cost for driveway pavement is \$2,550.00.

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

9. 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 based on the actual costs of construction and the City's share as provided for in Exhibit B is \$133,330.20. 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 \$10,666.42. Total estimated City cost of the project is \$143,996.62.

D. Upon final completion of the construction, the City shall pay to the County, upon written demand by the County, its portion of the construction cost of the project estimated at \$143,996.62. The City's share of the project shall include only construction and engineering expenses and does not include administrative expenses incurred by the County.

IV. TERM:

This Agreement shall continue until (1) terminated as provided hereinafter, or (2) until the construction provided for herein is completed and payment provided for herein is made, whichever of (1) or (2) shall first occur.

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 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.

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 cities of Coon Rapids and Blaine.

X. AFFIRMATIVE ACTION:

In accordance with the County's Affirmative Action Policy and the County Commissioners' 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, marital status, public assistance status, age, disability or national origin.

XI. MAINTENANCE:

Maintenance of the completed signal and signal equipment will be the sole obligation of the County. The ongoing cost of electrical power to the signal will be the responsibility of the cities of Coon Rapids and Blaine.

Maintenance of the completed watermain, storm sewer system except catch basins and catch basin leads, 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 Coon Rapids, 1313 Coon Rapids Boulevard, Coon Rapids, Minnesota 55433, 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/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 relating 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 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: 4-13-93

ATTEST

By: [Signature]
John "Jay" McLinden
County Administrator

Dated: 4-13-93

RECOMMENDED FOR APPROVAL

By: [Signature]
Paul K. Ruud
County Engineer

Dated: Apr. 14, 1993

APPROVED AS TO FORM

By: [Signature]
Dan Klint
Assistant County Attorney

Dated: 4-15-93

CITY OF COON RAPIDS

By: [Signature]
William Thompson, Mayor

Dated: March 23, 1993

By: [Signature]
Robert Svehla
City Manager

Dated: 3-24-93

By: _____
William Ottensmann
City Engineer

Dated: _____

By: [Signature]
Name: Alden C. Hofstedt

Title: City Attorney

Dated: March 23, 1993