

JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF UNIVERSITY AVENUE (C.R. 51)
FROM 105TH LANE TO 111TH AVENUE

This agreement made and entered into this 12th day of February, 1986, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 325 East Main Street, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City of Blaine, 9150 Central Avenue N.E., Blaine, Minnesota, 55434, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the parties of this agreement have long exhibited concern for the deteriorating condition of University Avenue (C.R. 51) as well as the poor drainage along University Avenue; and,

WHEREAS, said 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 intersection of C.R. 51 (University Avenue) and Northdale Boulevard (C.S.A.H. 11) and Egret Boulevard for the safety of the traveling public; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for S.P. 02-600-06 which plans and specifications are dated the 9th day of June, 1986, 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 costs 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, Minnesota Statute Section 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:

1. 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 Road #51 (University Avenue) as described in the Plans and Specifications numbered S.P. 02-600-06 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

2. METHOD

The County shall provide all engineering services and shall cause the construction of said Project S.P. 02-600-06 in conformance with said plans and specifications. The calling for all bids and the acceptance of all bid proposals shall be done by the County.

3. 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. 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 \$1,342,056.30. Participation in the construction cost is as follows:

1. The City will pay to the County 50% of the local cost of concrete curb and gutter on its side of the roadway. The estimated total cost of curb and gutter is \$43,755.00, of which the City's estimated share is \$5,655.00.

2. Inplace concrete walk 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 service construction. The estimated City cost of these items is \$17,592.00.

4. The City will pay 10.0% of the Storm Sewer construction. The estimated City cost for Storm Sewer is \$19,124.35.

5. The City will pay to the County 37.5% of the local cost of construction and installation of the whole traffic actuated signal system at Egret Boulevard. The City's estimated share of the construction cost is \$7,080.00.

The City will pay to the County 25.0% of the cost of construction and installation of the whole traffic actuated signal system at Northdale Boulevard. The City's estimated share of construction cost is \$4,720.00.

6. The City will pay for one-half of the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$27,675.00.

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 pavements is \$3,886.00.

8. The City will pay 100% of the cost of the new bituminous bikeway. The City's estimated cost for the bikeway is \$5,688.00.

9. Any inplace driveway pavement disrupted by the construction will be replaced by the County at no cost to the City.

10. 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.

11. The City shall furnish and deliver along with the City of Coon

Rapids the meter which they would like to have installed in the municipal water supply interconnect manhole.

C. The total estimated construction cost to the City for the project is \$89,362.35. The City participation engineering will be at a rate of 8% of their designated share. The estimated cost to the City of engineering is \$7,148.98. Total estimated City cost of project: \$96,511.33.

D. Upon completion of 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 \$96,511.33. The City's share of the cost of the project shall include only construction and engineering expense and does not include administrative expenses incurred by the County.

4. 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.

5. 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.

6. 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.

7. 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.

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

9. 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 Blaine and Coon Rapids.

10. 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 Blaine and Coon Rapids.

Maintenance of the completed watermain, storm sewer system except catch basins and catch basin leads, sidewalk and bikeway, shall be the sole obligation of the City.

11. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 325 East Main Street, Anoka, Minnesota, 55303, on behalf of the County, and the City Manager of Blaine, 9150 Central Avenue N.E., Blaine, Minnesota, 55434, on behalf of the City.

12. 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.

13. 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:

Albert A. Kordiak, Chairman
Anoka County Board of
Commissioners

Dated: 2-12-86

, 1986.

CITY OF BLAINE

By:

Ron Clark, Mayor

Dated: 4-2-86

, 1986.

ATTEST:

By:

John "Jay" McLinden
County Administrator

Dated: 2-12-86

, 1986.

By:

Richard P. Johnson, City Manager

Dated: 4-2-86

, 1986.

Recommended for Approval:

By:

Paul K. Ruud, County Engineer

By:

Robert Wiegart, City Engineer

APPROVED AS TO FORM AND EXECUTION:

Dan K. Kordiak

Assistant Anoka County Attorney

R. M. Lulley

City Attorney