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Anoka County Contract No. _____ 2005-0510 _____

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF
COUNTY STATE AID HIGHWAY 10 AT COUNTY STATE AID HIGHWAY 51 /
3 (UNIVERSITY AVE.)
IN THE CITY OF BLAINE, MINNESOTA
(S.P. 02-610-11)**

This Agreement made and entered into this _____, 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 Blaine, 10801 Town Square Drive NE, Blaine, Minnesota 55449, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties of this agreement have long exhibited concern for the safety at County State Aid Highway 10 and County State Aid Highway 51 / 3 (University Ave.), and,

WHEREAS, the County has received federal funds through the State Hazard Elimination Safety Program to improve the intersection of County State Aid Highway 10 and County State Aid Highway 51 / 3 (University Ave.); and,

WHEREAS, the intersection of County State Aid Highway 10 and County State Aid Highway 51 / 3 (University Ave.), has met warrants for a full traffic actuated traffic control signal; and,

WHEREAS, the parties agree that the County shall cause the construction and channelization of County State Aid Highway 10 and County State Aid Highway 51 / 3 (University Ave.), and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Project No. S.P. 02-610-11 which plans and specifications are dated 10/21/2004, 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, 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:

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I. PURPOSE

The parties have joined together for the purpose of constructing the roadway, drainage and traffic control system as well as other utilities on portions of County State Aid Highway 10 and County State Aid Highway 51 / 3 (University Ave.), described in the plans and specifications numbered S.P. 02-610-11 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. 02-610-11 in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

III. COSTS

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 relevant parties will be responsible.

The estimated construction cost of the total project (including County furnished materials) is \$995,666.19. Federal funds available for the Project are capped at \$538,245.00. The federal funds shall be split based on the ratio of eligible cost incurred by each party to the total eligible project cost. Eligible costs are the costs of items that can participate in federal funding as shown on Exhibit A. Participation in the construction cost is as follows:

1. The City shall provide construction observation for the relocation and reconstruction of their utilities and approve for acceptance the work as it is completed.
2. The City shall pay one hundred percent (100%) of the construction costs to improve 89th Ave. unless stated otherwise below. The estimated City cost of these items is \$22,117.31.
3. The City shall pay one hundred percent (100%) of the hydrant and curb box relocation and gate box adjustment as well as water and sewer relocation and construction. The estimated City cost of these items is \$0.00.
4. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants, which are being relocated as a part of this project, which they want replaced.

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5. The City shall pay one hundred percent (100%) for the non-participating and non-eligible portion of the storm sewer construction plus a percentage of the eligible portion of storm sewer construction. The non-eligible and eligible portions are defined in the State Hydraulics letter.

5a. The estimated cost of the non-participating storm sewer is \$0.00 of which the estimated cost to the City is \$ 0.00 (100%).

5b. The cost of the eligible portion will be split between the City, in cities greater than 5,000 population, and County based on the ratio of contributing flow determined by the product of contributing area and runoff coefficient. The estimated percentage of contributing flow from the City is sixteen percent (16%). The total eligible estimated cost of the storm sewer is \$52,715.15 of which the estimated cost to the City is \$9,388.25.

5c. The total non-eligible estimated cost of the storm sewer is \$0.00 of which the estimated cost to the City is \$ 0.00 (100%).

5d. The City shall pay for zero percent (0%) of the cost of detention basins (including ponds and their outlet structures and grit chambers and/or collectors). The City portion of the cost is based on contributing flow to the detention basin determined by the product of contributing area and runoff coefficient. The total estimated cost of the detention basins is \$0.00 of which the estimated cost to the City is \$ 0.00

6. The City shall pay fifty percent (50%) of the cost of concrete curb and gutter (less median curb and gutter). The estimated total cost of curb and gutter including medians is \$57,688.51, of which the City's estimated share is \$10,184.13.

7. The City shall pay one hundred percent (100%) of the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$ 0.00

8. The City shall pay one hundred percent (100%) of the cost of median plantings. This cost shall include design by a landscape architect, installation of plantings, design/installation of an underground watering system and median widening costs needed to meet the Anoka County Highway Department Landscape/Streetscape Guidelines. The City's estimated cost for median plantings is \$ 0.00

9. The City shall pay one hundred percent (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 \$ 0.00.

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

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11. The City shall pay for one hundred percent (100%) of the cost of new sidewalk installed on the project. The estimated cost to the City is \$9,372.00.

12. In place concrete walk will be replaced by the County at no cost to the City.

13. The City shall pay one hundred percent (100%) of the cost of new bituminous trails. The City's estimated cost for the trail is \$ 0.00.

14. The City shall pay one hundred percent (100%) of the cost of any street lighting included in the project. The design and installation of ornamental streetlights shall be in accordance with the County's specifications. The City's estimated cost for street lighting is \$ 0.00.

15. The City shall pay to the County zero percent (0%) of the cost of construction and installation of the whole traffic actuated signal system (including County supplied materials). The City's estimated share of the construction is \$0.00.

16. The County shall pay one hundred percent (100%) of all interconnect costs.

17. The City shall pay one hundred percent (100%) of Emergency Vehicle Pre-emption (EVP) costs. The City's estimated share of the construction is \$6,695.00.

18. The City shall pay their share of mobilization, computer equipment, field office and mobile telephone as determined by Mn/DOT. The estimated City cost of these items is \$1,457.50.

19. The City shall pay their share of detour signing and traffic control as determined by Mn/DOT. The estimated City cost of these items is \$2,812.18.

20. The total estimated cost to the City for the project is summarized below:

1	Right of Way	\$0.00
2	Construction or Adjustment of Local Utilities	\$0.00
3	89 th Ave. Construction Costs	\$22,117.31
4	Storm Sewer	\$9,388.25
5	Detention Basins	\$0.00
6	Concrete Curb & Gutter	\$10,184.13
7	Decorative Medians	\$0.00
8	Median Plantings	\$0.00
9	Driveway Upgrades	\$0.00
10	Concrete Sidewalk	\$9,372.00
11	Trails	\$0.00
12	Street Lights	\$0.00
13	Traffic Signals	\$0.00
14	EVP	\$6,695.00

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15 Mobilization, Field Office	\$1,457.50
16 Traffic Control	\$2,812.18
Total Estimated Share of Construction Cost To The City	\$62,026.37
Estimated Federal Funds available to the City	\$33,530.70
Total Cost less Federal Funds	\$28,495.67

The total estimated construction cost to the City (less Federal Funds) for the project is \$28,495.67 as shown on the attached Exhibits A and B. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated share. The estimated cost to the City for construction engineering is \$4,962.11. The grand total estimated cost to the City for the project is \$33,457.78.

Upon award of the contract, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the project estimated at \$31,784.89. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include administrative expenses incurred by the County.

Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the City's share. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid.

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 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 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,

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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 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 at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of CSAH 10 and University Ave. including any necessary extension of power lines. 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

1. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads on CSAH 3, CSAH 10 and CSAH 51), detention basins (including ponds and their outlet structures and any grit chambers and/or collectors) shall be the sole obligation of the City.
2. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.
3. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
4. The City shall be responsible to maintain all medians which the City has designated for plantings. Maintenance shall be performed in accordance with the "Anoka County Highway Department landscape/Streetscape Guidelines dated June 2000." If the City does not comply with the guidelines, the County at any time may remove all plantings, landscaping items and replace with hard surfacing in its place. The City shall be billed by the County for all costs incurred.
5. Maintenance of the completed signals and signal equipment shall be the sole obligation of the County.
6. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
7. Painting of the traffic signals shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
8. Timing of the traffic signals shall be determined by the County.

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

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

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

12. 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.

13. 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.

14. Malfunctions of the EVP Systems shall be immediately reported to the County.

15. All timing of said EVP Systems shall be determined by the County.

16. In the event said EVP Systems 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 Systems. Upon removal of the EVP Systems 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 Manager of Blaine, 10801 Town Square Drive NE, Blaine, Minnesota 55449, 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

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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.

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IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

CITY OF BLAINE

By: _____

Margaret Langfeld Chair
Anoka County Board
of Commissioners

By: _____

Tom Ryan
City of Blaine Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____

John "Jay" McLinden
Anoka County Administrator

By: _____

Ron Wood
City of Blaine City Manager

Dated: _____

Dated: _____

RECOMMENDED FOR APPROVAL:

By: _____

Douglas Fischer, P.E.
Anoka County Engineer

By: _____

Charles Lenthe, P.E.
City of Blaine Engineer

APPROVED AS TO FORM AND EXECUTION:

By: _____

Dan Klint
Assistant Anoka County Attorney

By: _____

Name _____