

May 2010

Anoka County Contract No. 2010-0503

JOINT POWERS AGREEMENT FOR THE SIGNAL RECONSTRUCTION
AT THE INTERSECTION OF COUNTY STATE AID HIGHWAY 10
(OLD TRUNK HIGHWAY 10) AND ABLE STREET
(SAP 02-610-14, BLAINE SAP 106-020-20)

This Agreement made and entered into this _____, 2010, 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, Blaine, Minnesota 55449, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this Agreement consider it mutually desirable to provide new traffic control signal at the intersection of CSAH 10 / Able Street for the safety of the traveling public; and,

WHEREAS, the parties agree that the County shall cause the construction of said traffic control signal; and,

WHEREAS, the County has prepared plans and specifications for Project No. SAP 02-610-14, which plans and specifications 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:

I. PURPOSE

The parties have joined together for the purpose of installing a new traffic control system at County State Aid Highway No. 10 (Old Trunk Highway No. 10) and Able Street; as described in the plans and specifications numbered SAP 02-610-14 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. SAP 02-610-14 in conformance with said plans. The County shall do the calling for all bids and the acceptance of all bid proposals.

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 projects of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the County will be responsible.

B. The estimated construction cost of the project is \$274,830.00. The standard construction cost split for the traffic control signal is as follows per Exhibit B: 37.5% Spring Lake Park, 37.5% Blaine, and 25% Anoka County Highway Department (ACHD). The standard construction cost split for the EVP is 50% Spring Lake Park, 50% Blaine. Participation in the construction cost is as indicated in the attached Exhibit A.

C. Upon award of the contract, the City shall pay to the County, upon written demand by the County, 95% of its portion of the cost of the project estimated at \$105,180.39. 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.

D. 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 95% charged will be made in the form of credit or additional charges to the City's share. Also, the remaining 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, 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 of Spring Lake Park, shall at its sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of Able Street, including any necessary extension of power lines. Upon completion of said traffic control signal installation, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City of Spring lake Park.

X. MAINTENANCE

A. The County shall maintain the traffic signal controllers, traffic signal indications, loop detectors, associated wiring with the traffic control systems and traffic signal painting at the sole obligation of the County.

B. The City of Spring Lake Park shall be responsible for the luminaire maintenance, luminaire reclamping and luminaire painting with ongoing billing to the City of Spring Lake Park as per a separate agreement.

C. All timing of the traffic control signal shall be determined by the County.

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

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

F. All maintenance of the EVP Systems shall be completed by the County. The City of Spring lake Park shall be billed by the County on a quarterly basis for all incurred costs.

G. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statues 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.

H. Malfunctions of the EVP Systems shall be immediately reported to the

County.

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

J. 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, Blaine, Minnesota 55449.

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: Dennis D. Berg
Dennis D. Berg, Chairman
County Board of Commissioners

Dated: 5/6/10

ATTEST

By: Terry L. Johnson
Terry L. Johnson
County Administrator

Dated: 5/6/10

RECOMMENDED FOR APPROVAL
APPROVAL

By: Douglas W. Fischer
Douglas W. Fischer, PE
County Engineer

Dated: 5/1/10

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant County Attorney

Dated: 5-10-10

CITY OF BLAINE

By: Tom Ryan
Tom Ryan
Mayor

Dated: 4/8/10

ATTEST

By: Clark Arneson
Clark Arneson
City Manager

Dated: 4/1/10

RECOMMENDED FOR

By: _____
Name: _____
Title: _____

Dated: _____

EXHIBIT A

CSAH 10 AND ABLE STREET

EXHIBIT #02-510-14

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL PROJECT QUANTITIES ESTIMATED	ESTIMATE		CITY OF BLAINE 105-520-20 ROADWAY QUANTITIES ESTIMATED	CITY OF BLAINE 105-520-20 ROADWAY QUANTITIES ESTIMATED	CITY OF BLAINE 105-520-20 ROADWAY QUANTITIES ESTIMATED	CITY OF SPRING LAKE PARK 183-020-06 ROADWAY QUANTITIES
				Unit Cost	Total				
				02-510-14 ROADWAY QUANTITIES ESTIMATED					
2104-510	REMOVE SIGNAL SYSTEM	EA/CH	1	\$7,500.00	\$7,500.00	1,000	\$7,500.00	\$7,500.00	\$0.00
2104-523	SALVAGE SIGN TYPE C	50 FT	100	\$2,500.00	\$25,000.00	9	\$3,333.33	\$33,333.33	\$125.00
2821-601	6 INCH CONCRETE WALK	50 FT	100	\$1,500.00	\$15,000.00	2	\$3,000.00	\$6,000.00	\$0.00
2831-602	PEDESTRIAN CURB RAMP	EA/CH	100	\$1,000.00	\$10,000.00	2	\$1,500.00	\$3,000.00	\$2,630.00
2864-531	SIGN PANELS TYPE C	SO FT	100	\$100.00	\$10,000.00	45	\$2,000.00	\$90,000.00	\$27.00
2864-531	SIGN PANELS TYPE D	SO FT	48	\$100.00	\$4,800.00	16	\$1,200.00	\$19,200.00	\$13.00
2865-511	TRAFFIC CONTROL SIGNAL SYSTEM	EA/CH	1	\$140,000.00	\$140,000.00	250	\$3,750.00	\$93,750.00	\$35.00
2865-511	EMERGENCY VEHICLE PREEMPTION SYSTEM	EA/CH	1	\$7,000.00	\$7,000.00	100	\$2,100.00	\$21,000.00	\$5.00
2865-512	ZINC STOP LINE PREEMPTION THERMOPLASTIC	LINEAR FEET	225	\$1,300.00	\$295,000.00	1150.00	\$115.00	\$33,000.00	\$0.00
2865-512	ZINC STOP LINE PREEMPTION THERMOPLASTIC	SO FT	882	\$100.00	\$88,200.00	378	\$1,700.00	\$25,200.00	\$25.00
2865-533	CROSSING MARKERS PEPPER THERMOPLASTIC	EA/CH	1	\$10,000.00	\$10,000.00	250	\$1,200.00	\$30,000.00	\$25.00
2865-533	COUNTY FURNISHED MATERIALS	EA/CH	1	\$70,000.00	\$70,000.00	375	\$1,875.00	\$35,625.00	\$37.50
	BASE BID TOTAL:		\$274,830.00		\$74,950.00		\$102,515.00		\$88,120.00
	LINE TOTAL:						\$102,515.00		
	Total Federal Eligible Items:		\$274,830.00		\$74,950.00		\$102,515.00		\$88,120.00
	Federal Funds Available:		\$0.00		\$0.00		\$0.00		\$0.00
	% Federal Funding		0.00%		Rounded to:		\$0.00		\$0.00
	BASE BID TOTAL:		\$274,830.00		\$74,950.00		\$102,515.00		\$88,120.00

PARTICIPATING- FEDERAL FUNDS									
Group 3		Group 1		Group 2					
Funding Group:		Total:		\$274,830.00		\$98,120.00			
Total Federal Eligible Items:		\$274,830.00		\$74,950.00		\$98,120.00			
Federal Funds Available:		\$0.00		\$0.00		\$0.00			
% Federal Funding		0.00%		Rounded to:		\$0.00			
BASE BID TOTAL:		\$274,830.00		\$74,950.00		\$102,515.00			

SP 02-610-14- CSAH 10 at Able St. Traffic Signal Project - FUNDING SPLITS									
PROJECT TOTALS		ANOKA COUNTY TOTALS		CITY OF BLAINE TOTALS		CITY OF BLAINE FEDERAL FUNDS		CITY OF SPRING LAKE PARK STATE AID FUNDS	
ROADWAY	ROADWAY	FEDERAL FUNDS	ANOKA COUNTY STATE AID FUNDS	CITY OF BLAINE TOTALS	CITY OF BLAINE FEDERAL FUNDS	CITY OF BLAINE STATE AID FUNDS	CITY OF SPRING LAKE PARK STATE AID FUNDS	CITY OF SPRING LAKE PARK STATE AID FUNDS	CITY OF SPRING LAKE PARK STATE AID FUNDS
\$274,830.00	\$74,950.00	\$0.00	\$74,950.00	\$102,515.00	\$102,515.00	\$0.00	\$98,120.00	\$98,120.00	\$98,120.00
CONSTRUCTION TOTAL	CONSTRUCTION TOTAL	\$0.00	\$74,950.00	\$102,515.00	\$102,515.00	\$0.00	\$84,950.00	\$84,950.00	\$84,950.00
8% CONSTRUCTION ENGINEERING	8% CONSTRUCTION ENGINEERING	\$21,988.40	\$5,935.60	\$8,201.20	\$8,201.20	\$0.00	\$7,849.60	\$7,849.60	\$7,849.60
PROJECT TOTAL	PROJECT TOTAL	\$266,816.40	\$80,130.60	\$110,716.20	\$110,716.20	\$0.00	\$105,989.60	\$105,989.60	\$105,989.60

**COST-SHARING AGREEMENT
FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY
USING FEDERAL, COUNTY STATE AID FUNDS AND/OR LOCAL TAX LEVY DOLLARS**

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median Construction	100%	0%
Concrete Median	100%	0 ^{*1}
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%, Unless existing trail not placed at edge of R/W	0%
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter ^{*2}	based on state aid letter ^{*2}
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new & replacements (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	*3	*3
Right-of-Way	100% ^{*4}	0%
Street Lights	0%	100%
Noise Walls	100%, if not previously notified ^{*5}	100%, if previously notified ^{*5}

*1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.

*2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.

*3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.

*4 In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.

*5 Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.

STATE OF MINNESOTA)
COUNTIES OF ANOKA & RAMSEY)
CITY OF BLAINE)

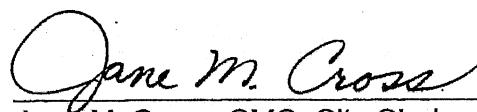
CERTIFICATE OF CLERK

I, the undersigned, City Clerk of Blaine, Minnesota, hereby certify that the copy of the resolution attached hereto entitled:

RESOLUTION NO. 10-36
APPROVE JOINT POWERS AGREEMENT NO. 2010-0503
WITH ANOKA COUNTY FOR THE SIGNAL RECONSTRUCTION
AT THE INTERSECTION OF COUNTY STATE AID HIGHWAY 10
(OLD TRUNK HIGHWAY 10) AND ABLE STREET
SAP 02-610-14, BLAINE SAP 106-020-20
IMPROVEMENT PROJECT NO. 03-03

is a true and correct copy of the original resolution adopted by the City Council of the City of Blaine on file in my office.

WITNESS my hand this 2nd day of April, 2010.



Jane M. Cross
Jane M. Cross, CMC, City Clerk

Drafted by:



City of Blaine
10801 Town Square Drive NE
Blaine, MN 55449

CITY OF BLAINE

RESOLUTION NO. 10-36

**APPROVE JOINT POWERS AGREEMENT NO. 2010-0503 WITH ANOKA COUNTY
FOR THE SIGNAL RECONSTRUCTION AT THE INTERSECTION OF COUNTY
STATE AID HIGHWAY 10 (OLD TRUNK HIGHWAY 10) AND ABLE STREET**

**SAP 02-610-14, BLAINE SAP 106-020-20
IMPROVEMENT PROJECT NO. 03-03**

WHEREAS, the County of Anoka, the City of Spring Lake Park and the City of Blaine desire to jointly cause the improvements to the intersection of County State Aid Highway 10 and Able Street NE; and

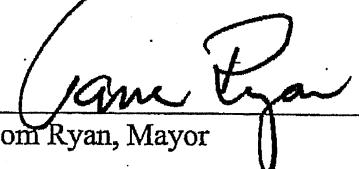
WHEREAS, the County of Anoka is required to enter into an Agreement with the City of Blaine to provide for the signal reconstruction at the intersection of County State Aid Highway 10 and Able Street NE in accordance with the conditions set forth and contained in Agreement No. 2010-0503; and

WHEREAS, Agreement No. 2010-0503 details the responsibilities of the County of Anoka, the City of Spring Lake Park and the City of Blaine as to the requirements and obligations for construction and future maintenance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine as follows:

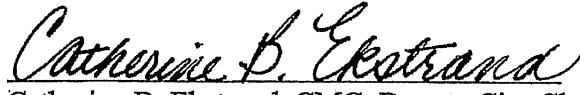
1. Agreement No. 2010-0503 between the County of Anoka and the City of Blaine is hereby approved.
2. The Mayor and City Manager are hereby authorized and directed to execute said agreement.

PASSED by the City Council of the City of Blaine this 1st day of April, 2010.



Tom Ryan, Mayor

ATTEST:



Catherine B. Ekstrand, CMC, Deputy City Clerk

