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**JOINT POWERS AGREEMENT
FOR THE SIGNALIZATION OF COUNTY ROAD 16 (ANDOVER BLVD. NE) AND
147th AVENUE NE AT T.H. 65
(S.P. 02-596-03 AND S.P. 197-104-06)**

This Agreement is made and entered into this day of ^{7th} *November*, 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 Ham Lake, 15544 Central Avenue NE, Ham Lake, Minnesota 55304, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this agreement desire to improve the intersection of County Road 16 (Andover Blvd. NE) and 147th Avenue NE and T.H. 65 for the safety of the traveling public; and,

WHEREAS, the County has received federal funds through the State Hazard Elimination Safety Program to improve the intersection of County Road 16 (Andover Blvd. NE) and 147th Avenue NE and T.H. 65; and,

WHEREAS, the intersection of County Road 16 (Andover Blvd. NE) and 147th Avenue NE and T.H. 65 has met warrants for a full traffic actuated traffic control signal; and,

WHEREAS, the parties agree that the County shall cause the construction of the improvements to the intersection of County Road 16 (Andover Blvd. NE) and 147th Avenue NE and T.H. 65; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Project No. S.P. 02-596-03 which plans and specifications are dated May 9th, 2005, 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:

I. PURPOSE

The parties have joined together for the purpose of reconstructing the roadway, drainage, and traffic control system on a portion of County Road 16 (Andover Blvd. NE) and 147th Avenue NE and T.H. 65; as described in the plans and specifications numbered Anoka County Project S.P. 02-596-03 on file in the office of the Anoka County Highway Department (hereinafter collectively referred to as "Project").

II. METHOD

A. Construction

The County shall provide all engineering services and shall cause the construction of the Project in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

B. Property

The County shall acquire all private property required for the construction of the Project through either direct purchase or condemnation.

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. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

B. The estimated construction cost of the Project (including MnDOT furnished signal cabinets) is \$674,153.31. 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 costs is as follows:

1. The County shall pay for all the construction costs to improve County Road 16 (Andover Blvd. NE), unless stated otherwise below.

2. The City shall pay one hundred percent (100%) of the construction cost of hydrant and curb box relocation and gate box adjustment as well as water and sewer relocation and construction.

3. The City shall pay for all roadway, storm sewer and detention basin construction costs to improve 147th Avenue NE unless stated otherwise below.

4. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants, which are being relocated as a part of the Project, which they want replaced.

5. The City shall pay one hundred percent (100%) of the construction cost of the non-participating portion of the storm sewer construction for County Road 16 (Andover Blvd. NE) plus a percentage of the participating portion of storm sewer construction for County Road 16 (Andover Blvd. NE).

5a The estimated construction cost of the non-participating storm sewer for County Road 16 (Andover Blvd. NE) is \$0 of which the estimated cost to the City is \$0 (100%).

5b. The cost of the participating 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 zero percent (0%). The total eligible estimated construction cost of the storm sewer for County Road 16 (Andover Blvd. NE) is \$21,630.00 of which the estimated cost to the City is \$0.00.

5c. The City shall pay for zero percent (0%) of the construction cost of detention basins (including ponds and their outlet structures and grit chambers and/or collectors) for County Road 16 (Andover Blvd. NE). 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 construction cost of the detention basins for County Road 16 (Andover Blvd. NE) is \$700.00 of which the estimated cost to the City is \$ 0.00

6. The City shall provide construction observation for the relocation and reconstruction of their utilities and approve for acceptance the work as it is completed.

a. The City shall be responsible for any deficiencies associated with the relocation and reconstruction of the utilities that arise during or after the completion of the Project.

7. The City shall pay fifty percent (50%) of the construction cost of concrete curb and gutter (less medians) on County Road 16 (Andover Blvd. NE). The estimated total construction cost of curb and gutter (less medians) on County Road 16 (Andover Blvd. NE) is \$14,096.00, of which the City's estimated share is \$7,048.00

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

9. The City shall pay one hundred percent (100%) of the construction cost of new concrete and/or bituminous driveway pavement and aprons for all upgraded driveways. The City's estimated cost for driveway pavement is \$0.

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

11. The City shall pay for one hundred percent (100%) of the construction cost of new sidewalk installed on the project. The estimated cost to the City is \$0.00.

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 construction 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 construction cost of any street lighting included in the Project. The design and installation of ornamental streetlights on County Road 16 (Andover Blvd, NE) 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 for thirty seven and one half percent (37.5%) of the construction cost of the whole actuated signal system (including MnDOT supplied service cabinets). The City's estimated share of the construction cost is \$76,875.00 plus \$9,187.50, for a total of \$86,063.00.

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

17. The City shall pay one hundred percent (100%) of the construction cost of Emergency Vehicle Pre-emption (EVP) system. The City's estimated cost of the EVP is \$5,000.00.

18. The County shall pay one hundred percent (100%) of the cost of the Construction Traffic Control for the Project

19. The County shall pay one hundred percent (100%) of the cost of Mobilization, Field Office and Telephone for the Project.

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

1	Right of Way	\$0.00
2	Hydrant and surb box relocation and gate box adjustment	\$0.00
3	Roadway, Storm Sewer and Detention Basin Construction for 147 th Ave	\$65,000.69
4	Hydrants	\$0.00
5	Storm Sewer for County Road 16	\$0.00
6	Construction or Adjustment of Local Utilities	\$0.00
7	Concrete Curb & Gutter for County Road 16	\$7,048.00
8	Decorative Medians	\$0.00
9	Concrete and/or bituminous aprons	\$0.00
10	Driveway Upgrades	\$0.00
11	New Sidewalk	\$0.00
12	Concrete Walk	\$0.00
13	Trails	\$0.00
14	Street Lights	\$0.00
15	Traffic Signals (including controller cabinets)	\$86,063.00
16	Interconnect Costs	\$0.00
17	EVP	\$5,000.00
18	Traffic Control	\$0.00
19	Mobilization, Field Office, Telephone	\$0.00
Total Estimated Share of Construction Cost To The City		\$163,111.69
Estimated Federal Funds available to the City		\$127,606.47
Total Cost less Federal Funds		\$35,505.22

C. The estimated construction cost to the City (less Federal Funds) for the Project is \$35,505.22 as shown in the attached Exhibit A and B. The City participation in construction engineering will be at a rate of eight percent (8%) of the total estimated share. The estimated cost to the City for construction engineering is \$13,048.94. The total estimated cost to the City for construction and engineering of the Project is \$48,554.16.

D. 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 \$46,126.36. 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.

E. Upon final completion of the Project, the City's share of the 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 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 shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinets for the intersection of County Road 16 (Andover Blvd. NE) and 147th Avenue NE and T.H. 65, including any necessary extension of power lines. The City shall be the lead agency in this matter. 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.

X. MAINTENANCE

A. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and leads on County Road 16), detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.

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. Maintenance of the completed signal and signal equipment will be defined under separate agreement with the Minnesota Department of Transportation (MnDOT). The agreement will include the following:

E. The County will be responsible for minor signal maintenance including painting, relamping and cleaning.

F. The City will be responsible for minor luminaire maintenance including painting, relamping, luminaire replacement and cleaning.

G. MnDOT will be responsible for all other signal maintenance.

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 Ham Lake, 15544 Central Avenue NE, Ham Lake, Minnesota 55304, 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: 1/3/06

CITY OF HAM LAKE

By: Gary Kirkeide
Gary Kirkeide
Mayor

Dated: 11/7/05

ATTEST

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

Dated: 1/3/06

By: Doris Nivala
Doris Nivala
City Administrator

Dated: 11/7/05

RECOMMENDED FOR APPROVAL

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

Dated: 11/21/05

By: _____

Its: _____

Dated: _____

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant County Attorney

Dated: 1/5/06

By: _____

Its: _____

Dated: _____

