

JOINT POWERS AGREEMENT FOR
THE PARTIAL RECONSTRUCTION OF 87TH AVENUE IN THE CITY OF CIRCLE PINES

This Agreement made and entered into this 4th day of June, 2015, by and between the City of Blaine, 10801 Town Square Drive NE, Blaine, MN 55449, hereinafter referred to as "Blaine", and the City of Circle Pines, 200 Civic Heights Circle, Circle Pines MN, 55014, hereinafter referred to as "Circle Pines".

WITNESSETH

WHEREAS, the parties to this Agreement consider it mutually desirable to reconstruct the existing street of 87th Avenue, hereinafter referred to as "Street" for the benefit of the traveling public; and

WHEREAS, the parties agree that Circle Pines shall cause the reconstruction of said Street; and

WHEREAS, Circle Pines has prepared plans and specifications for reconstruction of said Street as part of their 2015 Street Improvement Project, which plans and specifications are on file in the office of Circle Pines; and

WHEREAS, the Street is located within the corporate boundary of Circle Pines but provides access for three single family parcels within Blaine; and

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and

WHEREAS, Minnesota Statutes 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:

I. PURPOSE

The parties have joined together for the purpose of reconstructing 87th Avenue from the west city limits of Circle Pines to Canterbury Road as described in the plans and specifications for Circle Pines 2015 Street Improvement Project and incorporated herein by reference.

II. METHOD

Circle Pines shall provide all engineering services and shall cause the construction in conformance with said plans. Circle Pines shall do the calling for bids and the acceptance of all bid proposals in accordance with Minnesota Law.

III. COSTS

A. The contract costs of the work and 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 estimates of the costs, which will be incurred for this project. Actual costs may vary from the estimated costs.

B. Circle Pines shall perform construction administration and inspections on this project.

- C. The estimated construction cost of the project is \$1,379,600. Circle Pines shall pay this cost as needed to complete the project and shall specially assess certain properties that are benefitted from the project in Circle Pines in accordance with Circle Pines policy.
- D. Blaine shall specially assess three residential properties within Blaine that access 87th Avenue and receive benefit from the project. The total amount to be assessed by Blaine is estimated to be \$3,127.83 as referenced in Blaine's Feasibility Report for the project, dated May 7, 2015.

Blaine shall make payments to Circle Pines on an annual basis after assessments are received. If interest is received with the assessments, Blaine shall include these in the payments to Circle Pines.

IV. TERM

This agreement shall terminate and payments shall cease on December 31, 2025, except as provided hereinafter.

V. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by Circle Pines in conformance with State Law.

VI. 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.

VII. 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. If the Agreement is terminated, no further payments shall become due.

VIII. MAINTENANCE

Circle Pines shall maintain the street at the sole cost of Circle Pines.

IX. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the City Manager of Blaine, 10801 Town Square Drive NE, Blaine, MN 55449, and the City Administrator of Circle Pines, 200 Civic Heights Circle, Circle Pines MN, 55014.

X. INDEMNIFICATION

Circle Pines and Blaine agree to mutually indemnify and hold each other harmless 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.

XI. 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.

CITY OF BLAINE

CITY OF CIRCLE PINES

By: _____
Tom Ryan
Mayor

By: _____
Dave Bartholomay
Mayor

Dated: June 4, 2015

Dated: _____

ATTEST:

ATTEST:

By: _____
Clark Arneson
City Manager

By: _____
Jim Keinath
City Administrator

Dated: June 4, 2015

Dated: _____