

**JOINT POWERS AGREEMENT
FOR THE CONSTRUCTION OF A RIGHT TURN LANE ON
COUNTY STATE AID HIGHWAY 17 (LEXINGTON AVENUE)
AT 117TH AVENUE IN BLAINE, MINNESOTA
(C.P. 11-01-00)**

This Agreement made and entered into this 1st day of September, 2011, 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, a municipal corporation under the laws of the State of Minnesota, 10801 Town Square Drive NE, Blaine, MN 55449, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties of this agreement have exhibited concern for the need of a right turn lane on CSAH 17 (Lexington Avenue) at 117th Avenue; and

WHEREAS, said parties are mutually agreed that the construction of a right turn lane should be completed; and

WHEREAS, the parties to this agreement consider it mutually desirable to construct said right turn lane; and

WHEREAS, the parties agree that the County shall cause the construction of said right turn lane; and

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for inclusion in Project No. C.P. 11-01-00 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:

PURPOSE

The parties have joined together for the purpose of constructing a right turn lane as described in the plans and specifications numbered C.P. 11-01-00 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project No. C.P. 11-01-00 in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

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 based on the City's Feasibility Report 11-07, 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. Participation in the construction cost is as follows:

The City shall pay for one hundred percent (100%) of the construction and/or improvements to the right turn lane on CSAH 17 (Lexington Avenue) at 117th Avenue. The City's estimated cost for right turn lane improvements is \$132,028.00.

Any in place driveway pavement disrupted by the construction will be replaced in-kind by the County.

The total estimated construction cost to the City for the project is \$132,028.00 as indicated in the City's Feasibility Report 11-07. The City participation in construction engineering will be at a rate of zero percent (0%) of their designated share, as Anoka County currently has a contractor under contract to perform said work through the County Overlay Program. The estimated cost to the City for construction engineering is \$0.00. The grand total estimated cost to the City for the project is \$132,028.00.

Upon execution of the Supplemental Agreement to C.P. 11-01-01, 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 \$125,426.60. 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.

TERM

This Agreement shall continue until terminated as provided hereinafter.

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.

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.

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.

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.

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 of Blaine, a municipal corporation under the laws of the State of Minnesota, 10801 Town Square Drive NE, Blaine, MN 55449.

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.


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.

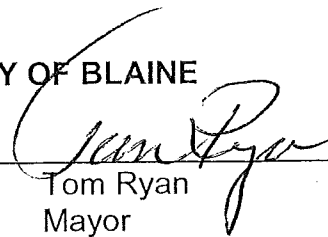
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: 
Rhonda Sivarajah, Chair
Board of Commissioners

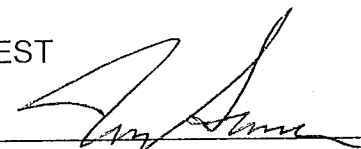
Dated: 10-17-11

CITY OF BLAINE

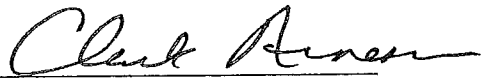
By: 
Tom Ryan
Mayor

Dated: _____

ATTEST


By: 
Jerry Soma
County Administrator

Dated: 10/18/11

By: 
Clark Arneson
City Manager


Dated: 9-1-11

RECOMMENDED FOR APPROVAL

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

Dated: 10/11/11

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 10-19-11

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

CERTIFICATE OF CLERK

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

**RESOLUTION NO. 11-112
APPROVE JOINT POWERS AGREEMENT WITH THE COUNTY OF ANOKA
FOR CONSTRUCTION OF A NORTHBOUND TURN LANE
ON LEXINGTON AVENUE NE AT WOODLAND PARKWAY NE
IMPROVEMENT PROJECT NO. 11-07**

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 September, 2011.



Catherine B. Ekstrand, Deputy City Clerk

Drafted by:



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

CITY OF BLAINE

RESOLUTION NO. 11-112

APPROVE JOINT POWERS AGREEMENT WITH THE COUNTY OF ANOKA FOR
CONSTRUCTION OF A NORTHBOUND TURN LANE
ON LEXINGTON AVENUE NE AT WOODLAND PARKWAY NE
IMPROVEMENT PROJECT NO. 11-07

WHEREAS, the County of Anoka and the City of Blaine desire to jointly cause the improvements to Lexington Avenue NE at Woodland Parkway NE; and

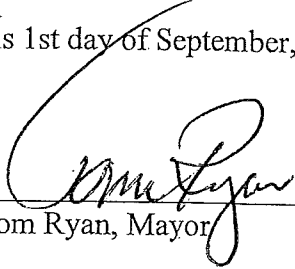
WHEREAS, the County of Anoka is required to enter into an Agreement with the City to provide for the construction of a northbound right turn lane in accordance with the conditions set forth and contained in Agreement No. 2011-0555; and

WHEREAS, Agreement No. 2011-0555 details the responsibilities of the County of Anoka 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:

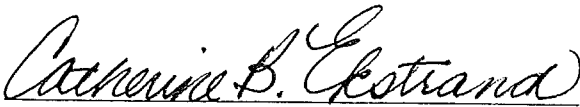
1. Agreement No. 2011-0555 between the County of Anoka and the City of Blaine is hereby approved.
2. The Mayor and City Manager are hereby authorized and directed to execute said agreement.

PASSED by the City Council of the City of Blaine this 1st day of September, 2011.



Tom Ryan, Mayor

ATTEST:



Catherine B. Ekstrand, Deputy City Clerk