

**JOINT POWERS AGREEMENT BY AND BETWEEN
THE CITIES OF BLAINE AND COON RAPIDS
FOR THE RECONSTRUCTION OF UNIVERSITY AVENUE (FROM MAIN
STREET/CSAH 14/125TH AVENUE NE TO BENGAL DRIVE NE)**

THIS JOINT POWERS AGREEMENT is made and entered into, and effective in accordance with the Effective Date as hereinafter defined, by and between the City of Blaine, a Minnesota municipal corporation, ("Blaine"), and the City of Coon Rapids, a Minnesota municipal corporation, ("Coon Rapids").

WITNESSETH:

WHEREAS, Blaine and Coon Rapids share a common border along the right of way of University Avenue between Main Street/CSAH 14/125th Avenue NE to Bengal Drive NE (the "Roadway"); and

WHEREAS, portions of the Roadway, as currently constructed, is located in both Blaine and Coon Rapids, and serves as street access for abutting properties in both Blaine and Coon Rapids; and

WHEREAS, Blaine and Coon Rapids agree that reconstruction of the Roadway during the 2020 construction season is necessary and appropriate and will be of a benefit to both cities; and

WHEREAS, Blaine and Coon Rapids mutually agree that the cost of the reconstruction project should be shared as provided herein. For purposes of this agreement, the reconstruction project shall be defined as University Avenue between Main Street/CSAH 14/125th Avenue NE and Bengal Drive NE.

NOW, THEREFORE, it is hereby stipulated and agreed by and between Blaine and Coon Rapids that, in accordance with the authority granted under Minnesota Statutes Section 471.59, the said cities do mutually enter into a joint powers agreement for the reconstruction of the Roadway defined above, in accordance with the terms, obligations, and conditions set forth below:

1. Blaine and Coon Rapids agree to share responsibility for the costs of engineering for preparation of the plans for the reconstruction project pursuant to paragraph 4 of this agreement. The City of Blaine will perform engineering services for the project and obtain bids for the project from qualified bidders, in accordance with state law. Blaine will be responsible for awarding the contract for the project in accordance with state law and subject to prior approval by Coon Rapids.
2. The City of Blaine shall provide staking and appropriate inspection during the construction of the project. Blaine and Coon Rapids agree to share all engineering, staking, and inspection costs proportionate to their share of construction costs as stated in paragraph 4 of this agreement.
3. Blaine agrees to make all payments to the contractor when due and appropriate. Coon Rapids will promptly reimburse Blaine for its proportionate share of the project costs at such time or times as Blaine files a written request therefor. No final payment to the selected contractor will be made until both cities have accepted the completed project.
4. All costs of the reconstruction project will be shared equally between Blaine and Coon Rapids with the following exceptions:

- a. Costs resulting from necessary work involving driveways will be paid in total by the City in which the driveway work is performed.
- b. Engineering, staking, and inspection costs will be shared by the cities proportionately based on the total of all other costs attributed to each city.
- c. Costs of city utility replacement or repair will be paid by the city who owns the utility unless the utility is shared by both cities, in which case said costs shall be shared equally between the two cities.
- d. Costs of concrete sidewalk installation shall be paid by the City who owns the sidewalk.

5. Blaine and Coon Rapids will each be responsible for conducting all required public hearings relating to the project, and for any and all special assessments levied for the project in their respective cities.

6. Correspondence between the parties will be directed to the Engineering Department of Blaine, and to the City Engineer for Coon Rapids.

7. Blaine and Coon Rapids 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.

8. This agreement will be interpreted in accordance with the laws of the State of Minnesota and the venue for any unresolved disputes will be the 10th Judicial District Court, Anoka County, Minnesota.

9. This Agreement will be binding and effective upon final adoption by the city councils of each city notwithstanding the dates on which this document is actually executed by the parties (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

CITY OF BLAINE

CITY OF COON RAPIDS

Tom Ryan, Mayor

Jerry Koch, Mayor

Michelle A. Wolfe, City Manager

Matt Stemwedel, City Manager

Approved as to Form

Approved as to Form

Pat Sweeny, City Attorney

David Brodie, City Attorney