

JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID
HIGHWAY NO. 14 (MAIN STREET) FROM I-35W to I-35E
(COUNTY PROJECT NO. 02-614-24)

This Agreement made and entered into this day of ^{27th} December, 2006, 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 Centerville, 1880 Main Street, Centerville, MN 55038, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties of this agreement have long exhibited concern for the deteriorating condition and traffic capacity of County State Aid Highway 14 (Main Street); and,

WHEREAS, the parties of this agreement consider it mutually desirable to reconstruct County State Aid Highway No. 14 (Main Street) from I-35W to I-35E to improve the level of service and safety of the intersections included therein; and,

WHEREAS, the parties are mutually agreed that the reconstruction of County State Aid Highway 14 (Main Street) including construction of a bituminous trail/concrete sidewalk, storm sewer system and other utilities should be done as soon as possible; and,

WHEREAS, the parties to this Agreement consider it mutually desirable to construct a new permanent traffic control signal at the intersection of County State Aid Highway 54 (20th Avenue N) for the safety of the traveling public; and,

WHEREAS, the parties to this agreement consider it mutually desirable to construct conduit and handholes at the intersections of CSAH 21 (Centerville Road) for possible future signalization; and,

WHEREAS, the City wishes to construct streetscape features along portions of County State Aid Highway 14 (Main Street); and,

WHEREAS, the County has received federal funds through the Surface Transportation Program to improve County State Aid Highway 14 (Main Street); and,

WHEREAS, the parties agree that the County shall cause the construction of County State Aid Highway 14 (Main Street); and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for the improvements to County State Aid Highway 14 (Main Street) under Project No. S.P. 02-614-13 which plans and specifications are on file in the office of the County Engineer; and,

WHEREAS, the parties have an existing Memorandum of Understanding ("MOU") dated November 23, 2005, regarding said project; and,

WHEREAS, the parties agree that any extra work performed beyond that shown in the plans as bid shall be the responsibility of the requested party; 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 constructing the roadway, bituminous trail/concrete sidewalk, streetscape, drainage, traffic control system as well as other utilities on portions of County State Aid Highway No. 14 (Main Street) as described in the plans and specifications numbered S.P. 02-614-24 on file in the office of the Anoka County Highway Department (hereinafter collectively referred to as the "Project")

II. METHOD

The County shall provide all engineering services unless otherwise stated herein 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 acceptance of all bid proposals except as to those portions of the project fully under the control and responsibility of the City.

III. COSTS

A. Construction

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

The estimated construction cost of the project (including County furnished materials) is \$14,245,856.10. Federal funds available for the Project are capped at \$6,523,550.00. 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 City shall pay one hundred percent (100%) of the hydrant and curb box relocation and gate box adjustment as well as water and sewer relocation and construction. The estimated City cost of these items is \$397,050.00.

2. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants, which are being relocated as a part of this project, which they want replaced.
3. The City shall provide construction observation for the relocation and reconstruction of their utilities and approve for acceptance the work as it is completed.
 - 3a. 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 but retains its right to take recourse against any contractor or subcontractor for negligence, mistake, misrepresentation, fraud, malfeasance, or any issue arising outside of a contractor's warrantee.
4. The City shall pay one hundred percent (100%) for the non-participating and non-eligible portion of the storm sewer construction plus a percentage of the eligible portion of storm sewer construction. Storm sewer construction includes pipes, aprons, trash guards, catch basins, manholes, castings, rip rap, inlet protection, detention basins (including ponds and their outlet structures and grit chambers and/or collectors), and a portion of mobilization. The non-eligible and eligible portions are defined in the State Hydraulics letter.
 - 4a. The estimated cost of the non-participating storm sewer is \$0.00 of which the estimated cost to the City is \$ 0.00 (100%).
 - 4b. The cost of the eligible portion will be split between the City 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 Thirty Eight percent (38%). The total eligible estimated cost of the storm sewer is \$1,439,844.00 of which the estimated share to the City using the standard County cost share policy is \$547,140.72. The County shall credit the City \$547,140.72 for this project for providing storm water ponding solutions for the project. The total estimated cost of storm sewer and detention basins (including ponds and their outlet structures and grit chambers and/or collectors) to the City is \$0.00.
 - 4c. The total non-eligible estimated cost of the storm sewer is \$0.00 of which the estimated cost to the City is \$0.00 (100%).
5. The City shall pay fifty percent (50%) of the cost of concrete curb and gutter (less median curb and gutter) in Centerville. The estimated total cost of curb and gutter including medians is \$281,114.00, of which the City's estimated cost is \$115,222.00.
6. The City shall pay one hundred percent (100%) of the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$0.00.

7. The City shall pay one hundred percent (100%) of the cost of streetscape items including but not limited to: median plantings, trees, tree grates, street lights, stamped concrete and other aesthetic treatments the City chooses to include with the Project. The streetscape items shall be designed by a licensed landscape architect and meet the Anoka County Highway Department Landscape/Streetscape Guidelines. The City's estimated cost for streetscape items is \$500,000.00.
8. The City shall provide construction observation for the construction of the streetscape items and approve for acceptance the work as it is completed.
- 8a) The City shall be responsible for any deficiencies associated with the construction of the streetscape items during or after the completion of the Project but retains its right to take recourse against any contractor or subcontractor for negligence, mistake, misrepresentation, fraud, malfeasance, or any issue arising outside of a contractor's warrantee.
9. The City shall pay one hundred percent (100%) of the cost of new concrete including concrete aprons and/or bituminous driveway pavement for all upgraded driveways requested by the City. The City's estimated cost for driveway pavement is \$0.00.
10. All driveways affected by the project will be reconstructed in-kind by the County at no cost to the City. Turn-arounds on driveways will be paid for by the County.
11. The City shall pay for one hundred percent (100%) of the cost of new sidewalk installed on the project including pedestrian curb ramps with truncated domes. The City's estimated cost for new sidewalk is \$97,617.25.
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 cost of new bituminous trails. This cost includes pavement, aggregate base, soil correction (including lightweight fill and geotextile fabric if applicable) and additional embankment work necessary to construct the trail as well as any retaining walls and fences that are required due to the trail that would not be required without the trail. The City's estimated cost for the trail is \$484,777.50. The County agrees to apply for funding through the Metropolitan Council Metro Parks Trail Program for up to fifty percent (50%) of the cost of the local match for the trail construction for possible reimbursement to the City after construction. The local match is estimated as \$250,775.40 of which \$125,387.70 will be applied for under the Metro Park Trail Program. Anoka County agrees to place this reimbursement among the County's list of priorities for funding in the first biennium of the capital improvement plan to be funded from the Metropolitan Regional

Parks Capital Improvement Program. County staff will do everything within its power to secure such funding including pursuing special appropriations from the legislature if it appears feasible.

14. As the City of Centerville has a population of less than 5000 people, the City shall pay zero percent (0%) of the cost of construction and installation of the whole traffic actuated signal system at CSAH 54 (including County supplied materials).
15. The County shall pay one hundred percent (100%) of all interconnect costs.
16. The City shall pay one hundred percent (100%) of Emergency Vehicle Pre-emption (EVP) costs. The City's estimated cost for EVP is \$7,500.00.
17. The City shall pay their share of mobilization and field office for City non-participating items. The City's estimated cost of these items is \$35,750.00
18. The City shall pay their share of traffic control for City non-participating items. The City's estimated cost of these items is \$4,750.00
19. The total estimated construction cost to the City for the project is summarized below:

1 Construction and Adjustment of Local Utilities	\$397,050.00
2 Grading, Base and Bituminous	\$0.00
3 Storm Sewer	\$0
4 Detention Basins (included in Storm Sewer)	\$0.00
5 Concrete Curb & Gutter	\$115,222.00
6 Decorative Medians	\$0.00
7 Streetscape Features	\$500,000.00
8 Driveways	\$0.00
9 Concrete Sidewalk	\$97,617.25
10 Trails	\$484,777.50
11 Street Lights (included in Streetscape)	\$0.00
12 Traffic Signals	\$0.00
13 EVP	\$7,500.00
14 Mobilization, Field Office	\$35,750.00
15 Traffic Control	\$4,750.00
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Total Estimated Share of Construction Cost To The City	\$1,642,666.75
Estimated Federal Funds available to the City	\$465,440.00
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Total Cost less Federal Funds	\$1,177,226.75
Total Construction Cost to City	\$1,177,226.75

The total estimated construction cost to the City (less Federal Funds) for the project is \$1,177,226.75 as shown on the attached Exhibits A and B. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated share. The estimated cost to the City for construction engineering is \$131,413.34. The grand total estimated construction cost to the City for the Project is \$ 1,308,640.09.

Upon award of the contract, the City shall pay to the County, upon written demand by the County, twenty percent (20%) of its portion of the cost of the project estimated at \$ 261,728.02. The City shall pay an additional sixty percent (60%) estimated at \$785,184.05 to the County on June 1, 2007 and fifteen percent (15%) estimated at \$196,296.01 on June 1, 2008. The City's share of the construction 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.

B. Design

The City shall be responsible for design costs for plan changes and additions the City requested following the approval of the Memorandum of Understanding. The following changes/additions have been requested by the City:

1. Analyze and provide plans for CSAH 54 south of CSAH 14 using a rural design for an office park development on the west side of CSAH 54. The City's cost for this design is \$6,550.00
2. Analyze and provide layouts for CSAH 54/Northern Lights Blvd south of CSAH 14 as an urban section. The City's cost for this design is \$5,200.00
3. Incorporate Streetscape plan and specifications into Project. The City's estimated cost for this design is \$6,800.00
4. The total estimated design cost for the City is \$18,550.00.

Upon award of the contract, the City shall pay to the County, upon written demand by the County, on hundred percent (100%) of its portion of the design cost of the project estimated at \$ 18,550.00. The City's share of the design cost of the project shall include only design engineering expense and does not include administrative expenses incurred by the County.

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. RIGHT OF WAY

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. The parties agree that parcels required for the project that are owned by the City will be conveyed to the County at no cost to the County. The parties agree that any properties acquired by the County within Centerville that are in excess of the right-of-way needed for the project and are "uneconomic remnants" shall be conveyed to the city. The city shall have the first right of refusal to purchase marketable excess property at appraised market values that the county has purchased. The value of the city lands conveyed to the County (as determined by appraisal) shall be credited against the purchase price of any parcels that the City chooses to purchase. It is agreed by the parties that the City shall perform all special assessment searches required for the Project at no cost to the County. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to acceptance of bids for the project.

X. SIGNALIZATION POWER

The City shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of Main Street and CSAH 54 (20th Avenue North) including 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.

XI. MAINTENANCE

1. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), detention basins (including ponds and their outlet structures and any grit chambers and/or collectors) shall be the sole obligation of the City.
2. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

3. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
4. The City shall be responsible to maintain all streetscape features installed with the Project. Maintenance shall be performed in accordance with the "Anoka County Highway Department landscape/Streetscape Guidelines dated June 2000."
5. Maintenance of the completed signals and signal equipment shall be the sole obligation of the County.
6. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
7. Painting of the traffic signals shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
8. Timing of the traffic signals shall be determined by the County.
9. Only the County shall have access to the controller cabinets.
10. The traffic control signals shall be the property of the County.
11. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
12. All maintenance of the EVP Systems shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
13. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.01, Subdivision 5, and §169.03. The City shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.
14. Malfunctions of the EVP Systems shall be immediately reported to the County.
15. All timing of said EVP Systems shall be determined by the County.
16. 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.

XII. 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 Centerville, 1880 Main Street, Centerville, MN 55449, on behalf of the City

XIII. 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.

XIV. 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 except to the extent of specific references made to the Memorandum of Understanding as signed by the parties effective November 23, 2005. 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 to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

CITY OF CENTERVILLE

By: Dennis D. Berg
Margaret Langfeldt, Chair
Anoka County Board of Commissioners

By: Mary Capra
Mary Capra
City of Centerville Mayor

Dated: 1/23/07

Dated: 12/27/2006

ATTEST

By: Terry L. Johnson
Terry Johnson
Anoka County Administrator

By: Dallas Larson
Dallas Larson
City of Centerville Administrator

Dated: 1/23/07

Dated: 12/27/06

RECOMMENDED FOR APPROVAL

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

By: [Signature]
City Engineer

Dated: 1/9/07

Dated: 12/27/06

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant Anoka County Attorney

By: Kurt Glaser
Kurt Glaser
City Attorney

Dated: 1-24-07

Dated: 12/27/06