

**JOINT POWERS AGREEMENT
FOR THE FINAL CONSTRUCTION AND MAINTENANCE OF
COUNTY STATE AID HIGHWAY 11 (HANSON BOULEVARD) AND
TRUNK HIGHWAY 10 INTERCHANGE FROM COUNTY STATE AID HIGHWAY 11
(NORTHDAL E BOULEVARD) TO 115TH AVENUE
PROJECT NO. S.A.P. 02-611-29**

THIS AGREEMENT is made and entered into this ____ day of _____, 2008 by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct County State Aid Highway 11 (Hanson Boulevard) and improve the traffic capacity at the Trunk Highway 10/Hanson Boulevard interchange as soon as possible; and,

WHEREAS, said parties mutually agree that the interchange at Trunk Highway 10 and County State Aid Highway 11 (Hanson Boulevard) and County State Aid Highway 11 (Hanson Boulevard) between County State Aid Highway 11 (Northdale Boulevard - north leg) and 115th Avenue is in need of reconstruction; and,

WHEREAS, the parties to this agreement consider it mutually desirable to provide new traffic control signals at the intersections of Hanson Boulevard at the following locations; Northdale Boulevard (north intersection), Northdale Boulevard (south intersection), and at the interchange ramps to Trunk Highway 10, including the associated work thereof for the safety of the traveling public; and,

WHEREAS, the City has prepared preliminary design plans for the reconstruction of Trunk Highway 10/Hanson Boulevard interchange in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over County State Aid Highway 11 (Hanson Boulevard) from County State Aid Highway 11 (Northdale Blvd. north leg) to 115th Avenue; and,

WHEREAS, the parties agree that the County shall cause the reconstruction of the interchange, including replacement of the Trunk Highway 10 bridge, roadway reconstruction, intersection signalization, drainage, sidewalks, and storm sewer; and,

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

WHEREAS, the parties agree that additional outside funding for the project is required; and,

WHEREAS, the City and County agree to share equally all costs for preparation of final construction documents including but not limited to engineering plans and specifications and cost estimates; and,

WHEREAS, the City and County agree to share equally all costs for agency quality assurance and quality control for the project; and,

WHEREAS, the City and County previously entered into a contract for Final design and ROW costs; and,

WHEREAS, Minn. Stat. § 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 interchange, bridge, roadway, drainage, sidewalk, traffic control systems, as well as other utilities on a portion of County State Aid Highway 11 (Hanson Boulevard) and Trunk Highway 10 as described in proposed final engineering plans and specifications to be completed by URS, Inc. The County project number for the reconstruction is S.P. 02-611-29, the City project number is 01-31, and the State project number is 0215-59. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall cause the construction of Anoka County Project S.P. 02-611-29, City Project 01-31, State Project 0215-59 in conformance with proposed engineering plans and specifications.

III. 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, 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.

The estimated construction cost of the total project (including County furnished materials) is \$16,983,433.91. Federal funds available for the Project are capped at \$6,094,000.00. 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 cost is as follows:

1. The City shall provide construction observation for the relocation and reconstruction of their utilities and approve for acceptance the work as it is completed. 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 \$174,002.00.

2. 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.

- a. The estimated cost of the non-participating storm sewer is \$50,000.00 of which the estimated cost to the City is \$50,000.00 (100%).

b. 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 zero percent (0%). The total eligible estimated cost of the storm sewer is \$863,396.60 of which the estimated cost to the City is \$0.00.

3. The City shall pay its share of the cost of concrete curb and gutter. The City's estimated share is \$70,258.00.

4. The City shall pay one hundred percent (100%) of the cost of Landscaping. The City's estimated cost for landscaping is \$267,545.65.

5. The City shall pay for its portion of the cost of new sidewalk installed on the project. The estimated cost to the City is \$46,084.35.

6. The City shall pay its portion of the cost of any street lighting included in the project. The design and installation of ornamental streetlights shall be in accordance with the County's specifications. The City's estimated cost for street lighting is \$169,262.50.

7. The City shall pay their share of mobilization, equipment field office, and field lab as determined by the Engineer's Estimate. The estimated City cost is \$26,130.00.

8. The City shall pay their share of detour signing and traffic control as determined using the Engineer's Estimate. The estimated City cost of these items is \$2,437.50.

20. The total estimated construction breakdown for the City is summarized below:

1	Construction or Adjustment of Local Utilities	\$174,002.00
2	Storm Sewer	\$ 50,000.00
3	Concrete Curb & Gutter	\$ 70,258.00
4	Landscape	\$267,545.65
5	Concrete Sidewalk	\$ 46,084.35
6	Street Lights	\$169,363.00
7	Mobilization, Field Office	\$ 26,130.00
8	Traffic Control	\$ 2,437.50
Total Estimated Share of Construction Cost		\$805,820.50

The total contribution by the City shall be \$3,000,000.00 (three million dollars). This includes the above mentioned estimated construction costs, Right-of-Way costs, highway land fees, landscape, aesthetics, lighting, and undergrounding of utilities costs.

The City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of estimated costs (\$805,820.50) of the project in a lump sum payment of \$765,529.47.

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. The maximum allowable amount charged to the City of Coon Rapids is capped at \$899,746.16.

III. SIGNAL MAINTENANCE

All signal maintenance will be preformed per Minnesota Transportation Department Traffic Control Signal Agreement No. 88721M.

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 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 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. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City Manager of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, on behalf of the City.

X. INDEMNIFICATION

The City and 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.

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.

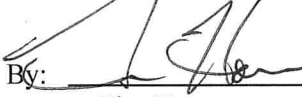
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

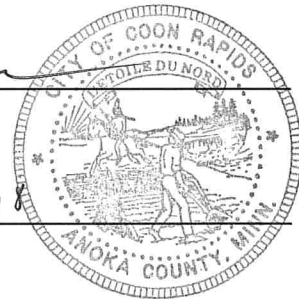
By: 
Dennis D. Berg, Chair
Board of Commissioners

Dated: 2/3/09

CITY OF COON RAPIDS

By: 
Tim Howe
Mayor

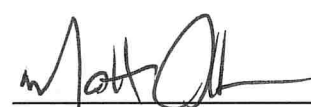
Dated: 12/2/08



ATTEST:

By: 
Terry L. Johnson
Anoka County Administrator

Dated: 2/3/09

By: 
Matt Fulton
City Manager

Dated: 11/26/08

RECOMMENDED FOR APPROVAL:


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

Dated: 12/10/08


By: 
Steve Gatlin
Public Services Director

Dated: 12/3/08

APPROVED AS TO FORM AND EXECUTION:

By: 
Dan Klint
Assistant Anoka County Attorney

Dated: 2-11-09

By: 
Stoney Hiljus
City Attorney

Dated: 11/26/08

Exhibit B
Cost Sharing Agreement
For Projects Constructed in Anoka County
Using County State Aid Funds or Local Tax Levy Dollars

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Bikeways	0	100%
Concrete Curb & Gutter	50%	50%
Concrete Sidewalk	0	100%
Concrete Sidewalk Replacement	100%	0
Concrete Curb & Gutter for Median Construction	100%	0
Concrete Median	100%	0*①
Construction or Adjustment of Local Utilities	0	100%
Grading, Base and Bituminous	100%	0
Storm Sewer	based on state aid letter*② based on state aid letter*②	
Driveway Upgrades	0*⑥	100%
Traffic Signals (communities larger than 5,000)	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals (communities less than 5,000)	100%	0*③
Engineering Services	*④	*④
Right-of-Way	1005	0*⑤
Street Lights	0	100%

*① The County pays for 100% OF A Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as red brick, stamped concrete, or exposed aggregate concrete, the local unit will pay the additional cost above the cost of standard median.

*② In the event no State Aid is being used, drainage cost shares will be computed by proportions of total area to County area where the area of the road right-of-way is doubled prior to performance of the calculations.

*③ In cities less than 5,000 people the County pays for 100% of the cost of the traffic signal effective March 1986. The County collects on behalf of the cities (less than 5,000) "Municipal State Aid Dollars" since they do not themselves qualify for state aid funds. These funds are used to pay the City Share.

*④ Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.

*⑤ In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the

roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process shall be paid by the Township or City.

- *© The County will replace all driveways in-kind. Upgrades in surfacing (i.e., gravel to bituminous, bituminous to concrete shall be at 100% expense to the Township or City).

HANSON BOULEVARD INTERCHANGE
EXHIBIT A (With Contract Prices)
S.P. 0215-59 (T.H. 10 = 62), S.P. 02-611-29
Revised Date : May 31, 2007

[illegible]

Revised Date : May 31, 2007

[illegible]

	City total project cost per Hazen MDCI cost expended at \$ 3,000,000.00
Design Station	\$ 1,483,900.00
Construction Station	\$ 1,516,100.00
Undergrounding Utilities	\$ 151,250.00
Difference of LS contribution and expenses paid directly by City	\$ 890,746.18
Engineering	\$ 250,000.00
Planning	\$ 62,200.81
Floodplain	\$ 178,545.37
Other	\$ 55,000.00