

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF
COUNTY STATE AID HIGHWAY 14 (MAIN STREET)
AND TRUNK HIGHWAY 242 (MAIN STREET)
FROM COUNTY STATE AID HIGHWAY 9
TO SHENANDOAH BOULEVARD NORTHWEST
PROJECT NO. SAP 02-614-19**

THIS AGREEMENT is made and entered into this 9TH day of MARCH, 1999, 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 Main Street and improve the traffic capacity at the Trunk Highway 10/Main Street interchange; and

WHEREAS, said parties mutually agree that the interchange at Trunk Highway 10 and Main Street and the roadway between County State Aid Highway 9 (Round Lake Boulevard) and Shenandoah Boulevard Northwest 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 Rose Street, Poppy Street, Northdale Boulevard, the west ramps to Trunk Highway 10, the east ramps to Trunk Highway 10, and County State Aid Highway 18 (Coon Creek Boulevard), including the associated work thereof as described in the plans and specifications for reconstruction of Main Street and the Trunk Highway 10/Main Street interchange, all for the safety of the traveling public; and

WHEREAS, the City will prepare plans and specifications for the reconstruction of the Trunk Highway 10/Main Street interchange, which plans and specifications are numbered 02-614-19, and of which a preliminary layout was prepared by BRW, Inc., and delivered to the County's Highway Department on January 29, 1999, and of which a Feasibility Study was prepared by BRW, Inc., dated January 1999, which gives an overview of the project including estimated costs and proposed financing, which plans and studies are incorporated herein by reference; and

WHEREAS, the State of Minnesota's Department of Transportation has jurisdiction over Trunk Highway 242 (Main Street) from the west Trunk Highway 10 ramps to Shenandoah Boulevard Northwest; and

WHEREAS, together with the sharing of the cost of construction for the traffic signals, storm sewer, and roadway, the City will incorporate miscellaneous utility work to be covered by this agreement; and,

WHEREAS, many of these improvements were covered by an Agreement dated December 20, 1988, and amended August 8, 1989, and May 22, 1990, which Agreement has heretofore been terminated; and

WHEREAS, the parties to this agreement agree that County State Aid Highway 18 (Crooked Lake Boulevard) from County State Aid Highway 11 (Northdale Boulevard) to County State Aid 14 (Main Street)/Trunk Highway 242 should be under City jurisdiction; and

WHEREAS, as a condition of providing \$2.2 million for the upgrade of County State Aid Highway 14 (Main Street) and Trunk Highway 242, the County shall turn back County State Aid Highway 18 (Coon Creek Boulevard) as described above to the City; and

WHEREAS, as soon as the contract for the work on County State Aid Highway 14 (Main Street)/Trunk Highway 242 is awarded, the City, at its next council meeting, shall pass the necessary resolutions asking the County to turn back jurisdiction of said County State Aid Highway 18 (Crooked Lake Boulevard). The City will also cooperate with the County in moving the County State Aid Highway designation to other routes selected by the County prior to the turn back. The County will not be responsible to provide any funding for improvements or maintenance of said County State Aid Highway 18 (Crooked Lake Boulevard); 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 roadway, drainage, sidewalk, traffic control systems, as well as other utilities on a portion of County State Aid Highway 14 (Main Street) and Trunk Highway 10 as described in the proposed layout. The County project number for the reconstruction is 02-614-19, the City project number is 98-20, and the State project number is 0212-40. Said plans will be filed in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The City shall provide all engineering services and shall cause the construction of Anoka County Project 02-614-19, City Project 98-20, State Project 0212-40 in conformance with said plans and specifications. The calling for all bids and the acceptance of all bid proposals shall be done by the City. The City shall furnish the County with a full Mylar set of original drawings in 34" x 22" format as well as an AutoCAD compatible file for all work on the County portion of the project including the storm sewer outlet.

III. COSTS

A. The contract cost of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs, and equipment rental required to do the work shall constitute the actual "construction costs" and shall be so referred to herein. Construction costs shall not include the cost of right-of-way for which the City and the Minnesota Department of Transportation (hereinafter "MnDOT") shall be responsible. Total construction cost shall include construction costs and administrative costs such as bonding expenses, legal expenses, and engineering fees; provided, however, that said administrative costs shall not exceed twenty-six percent (26%) of the construction costs. "Estimated total construction costs" are good faith projections of costs which will be incurred for the project and shall also include a contingency factor of ten percent (10%).

B. The total construction cost of the improvements described below is \$27,294,000.00. The project costs shall be paid for as follows:

1. By special assessments by the City in an amount not less than \$4,950,000.00.
2. By Mn/DOT funds in the amount of \$8,000,000.00.
3. By a 10-year, \$450,000.00 annual Local Government Aid payment to the City from the State of Minnesota (which the City will use to issue and pay bonds in the amount of \$3,500,000.00).
4. By County funds not to exceed \$2,200,000.00.

C. The projects in which the costs are to be shared by the County and the City and the estimated total cost of each project is listed below:

<u>PROJECT</u>	<u>ESTIMATED TOTAL COST</u>
Northdale Boulevard	\$ 681,000.00
CSAH 14 (Main Street)	4,559,000.00
124th Avenue	948,000.00
Storm Sewer	2,814,000.00
CSAH 18 (Coon Creek Boulevard)	328,000.00
Interchange	6,325,000.00

Right-of-Way	2,426,000.00
TH 242	7,055,000.00
<u>Urban Enhancements</u>	<u>1,884,000.00</u>

TOTAL	\$27,294,000.00
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C. The estimated cost of the project is \$27,294,000.00. Subtracting the proposed assessment of \$4,950,000.00, right-of-way costs of \$2,426,000.00, Northdale Boulevard costs of \$681,000.00, and State Funds in the amount of \$11,500,000.00 leaves \$7,737,000.00. The County will share equally with the City on a dollar for dollar basis the costs above the amount of the assessments, right-of-way, cost of Northdale Boulevard, plus the State portion of the funds. However, under no circumstances shall the County's participation exceed \$2,200,000.00, excluding the cost of repairs on Coon Creek Boulevard as provided for below.

D. The cost of work on Coon Creek Boulevard north of Station 1 + 175, estimated at \$328,000.00 shall be paid for by the County. Work performed south of Station 1 + 175 is considered part of the Main Street project costs and subject to the County's maximum participation of \$2,200,000.00.

E. The bidding documents for the work contemplated herein shall be prepared in such a fashion so as to differentiate between the Main Street project costs and the work on Coon Creek Boulevard north of Station 1 + 175 which is to be paid by the County. Upon award of a contract for all portions of the work included herein, the County shall pay to the City, upon written demand by the City, 95% of its portion of the construction cost of the Main Street project costs estimated at \$2,090,000.00. Also, upon award of the contract, the County shall pay to the City, upon written demand by the City, 95% of its portion of the construction cost of Coon Creek Boulevard north of Station 1 + 175.

F. Upon final completion of the project, the County's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial 95% charged will be made in the form of credit or additional charges to the County's share. Also, the remaining 5% of the County's portion of the construction cost shall be paid. In no case shall the County's share exceed \$2,200,000.00, provided, however, that said amount does not include the cost of the work on Coon Creek Boulevard north of Station 1 + 175, which shall be paid for by the County.

G. The County shall cooperate with the City in acquiring necessary right-of-way for County State Aid Highway 14 (Main Street) and will agree to facilitate reasonable access to Main Street for all parcels which currently have access or will have a reconfigured access as part of the reconstruction of County State Aid Highway 14 (Main Street).

H. The County shall cooperate with the City regarding installation of urban enhancements on County State Aid Highway 14 (Main Street) from County State Aid Highway 9 (Round Lake Boulevard) to Trunk Highway 10. These improvements may include decorative

lighting, monument signs, landscaping, non-standard signal system colors, streetscaping/street furniture, and other elements. The City shall be responsible for all maintenance costs for these urban enhancements. The County further agrees to consider exceptions to its existing policies to allow urban enhancement to be installed within the County's right-of-way.

IV. TURN BACK OF COUNTY STATE AID HIGHWAY 18 (CROOKED LAKE BOULEVARD)

A. The County and the City agree that County State Aid Highway 18 (Crooked Lake Boulevard) from County State Aid Highway 11 (Northdale Boulevard) to County State Aid 14 (Main Street)/Trunk Highway 242 should be under City jurisdiction.

B. As a condition of providing \$2.2 million for the upgrade of County State Aid Highway 14 (Main Street) and Trunk Highway 242, the County shall turn back to the City County State Aid Highway 18 (Coon Creek Boulevard) as described in Section IV. A. herein.

C. As soon as the contract for the work on County State Aid Highway 14 (Main Street)/Trunk Highway 242 is awarded, the City, at its next council meeting, shall pass the necessary resolutions asking the County to turn back jurisdiction of said County State Aid Highway 18 (Crooked Lake Boulevard). The City will also cooperate with the County in moving the County State Aid Highway designation to other routes selected by the County prior to the turn back. The County will not be responsible to provide any funding for improvements or maintenance of said County State Aid Highway 18 (Crooked Lake Boulevard).

V. TERM

This Agreement shall continue until terminated as provided hereinafter.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. SIGNALIZATION POWER

The City shall install or cause the installation of an adequate electrical power source to the service pad or pole, including any necessary extensions of power lines to signals at Rose Street, Poppy Street, Northdale Boulevard, the west Trunk Highway 10 ramps, the east Trunk Highway 10 ramps, and Coon Creek Boulevard. Upon completion of said traffic control signal installations, the ongoing cost of electrical power to the signal shall be at the cost and expense of the City.

XI. MAINTENANCE

A. Maintenance of the completed signal system shall be as indicated below:

1. Rose Street, Poppy Street, and Northdale Boulevard: The County shall maintain the traffic signal controller, traffic signal lamps, loop detectors, and associated wiring. The County shall paint the signal poles. The City shall relamp and paint the luminaires, and be responsible for the cost of all maintenance thereof.
2. East and west ramps at Trunk Highway 242 and Trunk Highway 10: The County shall maintain the traffic signal controller, traffic signal lamps, loop detectors, and associated wiring. These costs shall be billed to MnDOT on a quarterly basis. The City shall relamp the luminaires and paint the signal poles and luminaires.
3. Coon Creek Boulevard: The County shall maintain the traffic signal controller, traffic signal lamps, loop detectors, and associated wiring. The County shall paint the signal poles. Fifty percent (50%) of these costs shall be billed to MnDOT on a quarterly basis. The City shall relamp and paint the luminaires.

B. All the timing of the traffic control signal shall be determined by the County with assistance from MnDOT.

C. Only the County shall have access to the controller cabinet.

D. The traffic control signal at Rose Street, Poppy Street, and Northdale Boulevard shall be the property of the County.

E. The traffic control signals at the west ramps, the east ramps, and Coon Creek Boulevard shall be the property of MnDOT.

F. The City will be responsible for any and all electrical power installation and ongoing power cost for all of the signal systems and street lights.

G. The maintenance terms described above relative to said signal supersedes any previous agreement undertaken by both the City and County.

H. Maintenance of the completed watermain, sanitary sewer, storm sewer system (except catch basins and catch basin leads), and any proposed or future bikeway, trail enhancements, and sidewalk shall be the sole obligation of the City.

I. The City shall be responsible for the cost of installation and maintenance of all EVP systems and shall reimburse the County therefor.

XII. 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.

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. 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: [Signature]
Dan Erhart, Chairman
County Board of Commissioners

Dated: 5-18-99

ATTEST

By: [Signature]
John "Jay" McLinden
County Administrator

Dated: 5-18-99

RECOMMENDED FOR APPROVAL

By: [Signature]
Jon G. Olson, P.E.
County Engineer

Dated: 3/23/99

APPROVED AS TO FORM

By: [Signature]
Dan Klint
Assistant County Attorney

Dated: 5-19-99

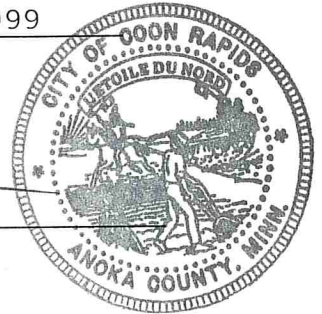
CITY OF COON RAPIDS

By: [Signature]
Ilona McCauley
Mayor

Dated: March 16, 1999

By: [Signature]
Gerald G. Splinter
City Manager

Dated: March 16, 1999



By: [Signature]
Steven D. Gatlin, P.E.
Director of Public Works

Dated: March 16, 1999

By: [Signature]
Alden C. Hofstedt
City Attorney

Dated: March 16, 1999