

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 14 (MAIN STREET)
FROM THRUSH STREET TO CRANE STREET IN THE CITY OF COON RAPIDS, MN
(S.P. 02-614-32)**

This Agreement is made and entered into this _____ day of _____ 2010, 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 Coon Rapids, a municipal corporation under the laws of the State of Minnesota, 11155 Robinson Drive NW, Coon Rapids, Minnesota, 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 14 (Main Street) between Thrush St and Crane St,

WHEREAS, the County has prepared final construction plans for the reconstruction of County State Aid Highway 14 (Main Street) between Thrush Street and Crane Street, 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 14 (Main Street) between Thrush Street and Crane Street; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; 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, trail, traffic control systems, as well as other utilities on a portion of County State Aid Highway 14 (Main Street) between Thrush Street and Crane Street as described in proposed final engineering plans and specifications. The County project number for the reconstruction is SP 02-614-32, the City project number is SP 114-129-008 and SP 114-020-042. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

IMPROVEMENTS:

It is agreed by the parties that in 2010 CSAH 14 will be reconstructed to a 4-lane section with concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: traffic signals, right and left turn lanes, thru lanes, curb & gutter, storm sewer, bituminous trail, noise walls and a land bridge. The costs of these improvements are detailed in this document and, pending the availability of Federal funding and MnDOT Turnback funding, are expected to be shared by the County and the City. In addition, the city has requested that Shenandoah Boulevard be repaved from Sta 21+72 north to the centerline of 127th Ave, to be paid for with City funds.

INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the Exhibit "A" Layout design:

Main Street / Ashley Oaks Townhome Community: Emergency Access Only.
Main Street / Shenandoah Boulevard NW: Full Access Intersection with Traffic Signal.
Main Street / Ibis Street NW: Right In / Right Out.
Main Street / Hanson Boulevard NW: Full Access Intersection with Traffic Signal.
Main Street / Crane Street NW, north side: Right In / Right Out.
Main Street / Crane Street NW, south side: Right In / Right Out.

TRAFFIC SIGNALS:

The parties agree that the signal systems at the CSAH 14/CSAH 78 intersection and at the CSAH 14/Shenandoah Blvd intersection will be reconstructed and/or modified with this project.

CSAH 14 and CSAH 78 Signal System:

The parties agree that traffic signal modifications are required due to the reconstruction of CSAH 14 from two lanes to four lanes. These modifications resulting from the widening of CSAH 14 from two lanes to four lanes include the relocation of two mast arm poles, installation of ten new signal heads, installation of nine new handholes, and the installation of new conduit.

CSAH 14 and Shenandoah Boulevard Signal System:

The parties agree that the existing traffic signal shall be replaced as a result of the widening of CSAH 14 from two lanes to four lanes. This new traffic signal provides for thru lanes, left turn lanes, and right turn lanes.

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street intersections beyond what is defined in the Exhibit "A" Layout will be the responsibility of the City. 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. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

DRAINAGE:

The parties agree that the reconstruction of CSAH 14 from a two lane rural design to a four lane urban design with curb and gutter will include a storm sewer system. This storm sewer system will outlet to detention basins with pond outlet structures.

ENVIRONMENTAL ISSUES:

A noise analysis has been performed as part of the Environmental Documentation process. It was concluded that several areas along the project meet the criteria to be considered eligible for noise walls. The county met with affected property owners to determine if they approved of having a noise wall constructed along their property, and the residents voted to include the noise walls in the project.

The parties agree that noise walls are required at the appropriate locations on this project as a result of the findings of the noise analysis required through the federal funds process.

In addition, the city requested a gap in Noise Wall B at Thrush Street to allow pedestrian access from the city street to the trail. These additional noise wall costs shall be paid for by the city.

BITUMINOUS TRAIL:

The parties agree that the trail shall be located along the south side of CSAH 14. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

The trail located along the north side of CSAH 14 at Realife Cooperative will be reconstructed with the project, on the roadway side of the proposed noise wall.

The new sidewalks along the east and west side of Shenandoah Blvd are to be constructed with this project.

The trail connecting Thrush St. to the trail along CSAH 14, requested by the City, will be constructed with this project, through a gap in the noise wall.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 14 from Thrush to Crane Streets will be closed to thru traffic during construction, but will always be open to local traffic. This closure could extend from 9 months up to one year (potentially two construction seasons) for the construction of the land bridge over Peat Creek. The parties agree and understand the cost share for traffic control, pending Federal funding and MnDOT Turnback funding, for the city shall be a prorated share based on the city project cost divided by the total project cost.

DRIVEWAYS:

The parties agree that all driveways affected by the Project will be reconstructed in kind with the cost of any upgrades requested by the City, including concrete aprons, to be the responsibility of the City. The County is responsible for the cost of the relocation of driveways from CSAH 14 to adjacent City streets.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project, they shall be designed in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City's design of the landscaping/streetscape is to include the signed plan sheets, specifications, estimated quantities and costs. The total cost of the design as well as the construction cost above standard median cost will be at the expense of the City. All construction documents must be submitted to the County by February 26, 2010.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations. The City will be responsible for the design of any sanitary sewer and water main improvements, which will be incorporated into the project bid documents. The cost of the design and construction of these features will be the responsibility of the City. The City's design of the sanitary sewer and water main utilities are to include the signed plan sheets, specifications, estimated quantities and costs. All construction documents must be submitted to the County by February 26, 2010.

PERMITS:

The parties agree that the County will secure all necessary permits for this Project. The City agrees to coordinate with the County in securing the permits required by the Coon Creek Watershed District.

II. METHOD

The County shall cause the construction of Anoka County Project SP 02-614-32, City project numbers SP 114-129-008 and SP 114-020-042, 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 will 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 \$12,321,387.30. Federal funds available for the Project are capped at \$5,885,000.00. 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 B. Participation in the construction cost is as follows:

1. The City shall pay their share of mobilization and equipment field office for the project. The estimated City cost of these items is \$13,671.00. [The work along CSAH 14 is eligible for Federal Funds and MnDOT Turnback Funds, total cost to City = \$7,812.00]
2. The City shall pay their share of the clearing, removals, sawing, and salvage items for the north end of Shenandoah Blvd roadway improvements. The estimated cost is included in item 10.
3. The City shall pay their cost of the eligible portion of storm sewer which 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 26%. The total eligible estimated cost of the storm sewer is \$656,374.50 of which the estimated cost to the City is \$170,657.37. [This work is eligible for MnDOT Turnback Funds, total cost to City = \$0.00.]
4. The City shall pay 100% of the cost of Landscaping. The City's estimated share is \$0.00.
5. The City shall pay its portion of watermain installation, including hydrants, and gate valves. The City's estimated cost is \$53,570.00.

The City shall provide construction observation for the relocation and reconstruction of their utilities and approve for acceptance the work as it is completed.

6. The City shall pay its portion of the cost of concrete walk and bituminous trail. The City's estimated share is \$78,874.50. [The trail along CSAH 14 is eligible for Federal Funds and MnDOT Turnback Funds, total cost to City = \$0.00.] The sidewalks along Shenandoah Blvd are city cost. The total city cost = \$28,863.00.
7. The City shall pay its portion of the cost of concrete curb and gutter. The City's estimated share is \$83,082.00. [This work is eligible for Federal Funds and MnDOT Turnback Funds, total cost to City = \$0.00.]
8. The City shall pay a portion of traffic control and signal systems (including county supplied items). The City's share of the traffic control and signal systems construction (including county supplied supplies, which is \$18,750) is \$229,797.57. [This work is partially eligible for Federal Funds and MnDOT Turnback Funds (Turnback Funds cover 50% of the local match for each signal, city pays 50% of the local match at Hanson Blvd, cost to city = \$13,815.62; city pays 100% of the local match at Shenandoah Blvd, cost to city = \$59,394.26; city pays 100% of the local match for Traffic Control, cost to city = \$1,050.58), total cost to City = \$74,260.46.]
9. The City shall pay 100% of the cost of the EVP. [This work is partially eligible for MnDOT Turnback Funds (Turnback Funds cover 50% of the local match, city pays 50% of the local match), total cost to City = \$3,279.60.]

- 10. The City shall pay 100% of the cost of City requested Local Roadway improvements at the north end of Shenandoah Blvd (including but not limited to excavation, borrow, reclamation, tack coat, asphalt, and granular bedding). The City’s estimated cost is \$62,607.00.
- 11. The City shall pay the local match for noise walls located in the areas where they have been previously notified of potential noise issues in the future (Noise walls A and A2 along Ashley Oaks are to be paid for by the City). The City’s estimated share is \$196,571.00. [This work is eligible for Federal Funds and MnDOT Turnback Funds, total cost to City = \$0.00.]

The total estimated cost to the City for the project is summarized below:

1 Mobilization, Field Office	\$13,671.00
2 Clearing, removals, sawing salvage	\$0.00
3 City Storm Sewer (26% Portion of Storm Sewer)	\$170,657.37
4 Landscaping	\$0.00
5 Watermain Installation, including Hydrants and Gate Valves	\$53,570.00
6 Concrete Walk and Bituminous Trail	\$78,874.50
7 Concrete Curb	\$83,082.00
8 Traffic Control, Signal and signal cabinet	\$229,797.57
9 EVP	\$12,700.00
10 Local roadway improvements	\$62,967.00
11 Noise Walls	\$196,571.00
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Total Estimated Share of Construction Cost To The City	\$901,890.44
Estimated Federal Funds Available To The City	\$377,309.20
Total Cost Less Federal Funds	\$524,581.25
Estimated MnDOT Turnback Funds Available to the City	\$293,829.19
Total Cost less MnDOT Turnback Funds	\$230,752.06
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The total **estimated** construction cost to the City (less Federal Funds and Turnback Funds) for the project is \$230,752.06. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated share of \$901,890.44. The estimated cost to the City for construction engineering is \$72,151.24 [the work along CSAH 14 is eligible for turnback funds, total cost to City = \$48,644.90] and the total estimated cost to the City for the project is \$279,396.96.

Upon award of the contract, 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 \$265,427.11. Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the City at the time of billing. 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.

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. 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 CSAH 14/Shenandoah Blvd and CSAH 14/CSAH 78 signal systems including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signals installation, the ongoing cost of the electrical power to the signals shall be the sole cost and expense of the City.

X. MAINTENANCE

A. 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 grit chambers/collectors) shall be the sole obligation of the City. In the event of catastrophic failure of the storm sewer system requiring reconstruction, the City and County shall pay for the reconstruction, with cost share determined on a case by case basis.

- B. Maintenance of all sidewalks, including snow plowing, shall be the sole responsibility of the City.
- C. Maintenance of the bituminous trails shall be the responsibility of the City. The City shall be responsible for all maintenance, such as, sweeping, clearing, plowing, trash removal and other incidental items. The City shall also be responsible for long-term maintenance, such as bituminous overlays, crack-sealing and replacement.
- D. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- E. Maintenance of the completed traffic signals and signal equipment shall be the sole obligation of the County.
- F. The County shall maintain the traffic signals controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- G. 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.
- H. Timing of the traffic signals shall be determined by the County.
- I. Only the County shall have access to the controller cabinets.
- J. The traffic control signal shall be the property of the County.
- K. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- L. 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.
- M. 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.
- N. Malfunctions of the EVP Systems shall be immediately reported to County.
- O. All timing of said EVP Systems shall be determined by the County.
- P. 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 System. Upon removal of the EVP System 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.
- Q. Anoka County shall be responsible for maintenance of County installed noise walls in

areas where the city has not been previously notified that noise will potentially be an issue in the future, and the city shall be responsible for maintenance in the areas where they have been previously notified that noise will potentially be an issue in the future (Noise walls A and A2 along Ashley Oaks are to be maintained by the City).

In addition, the city requested a gap in Noise Wall B at Thrush Street to allow access from the city street to the trail. The maintenance of this trail and noise wall shall be paid for by the city.

XI. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 21160 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City Manager of City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, MN 55449, on behalf of the City.

XII. 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.

XIII. 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

CITY OF COON RAPIDS

By: _____
Dennis D. Berg, Chair
Board of Commissioners

By: _____
Tim Howe
Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____
Terry L. Johnson
Anoka County Administrator

By: _____
Matt Fulton
City Manager

Dated: _____

Dated: _____

RECOMMENDED FOR APPROVAL:

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

By: _____
Steve Gatlin
Public Services Director

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
Dan Klint
Assistant Anoka County Attorney

By: _____
Stoney Hiljus
City Attorney

Dated: _____

Dated: _____