

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 78
(HANSON BOULEVARD) FROM 122ND CIRCLE NW TO 140TH LANE NW
IN THE CITIES OF COON RAPIDS AND ANDOVER, MINNESOTA
(S.P. 02-678-16)**

This Agreement made and entered into this ____ day of _____, 2008, 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, 11555 Robinson Drive, Coon Rapids, MN 55433, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties of this agreement have long exhibited concern for the safety at County State Aid Highway 78 (Hanson Blvd.) from 122nd Circle NW to 140th Lane NW in the cities of Coon Rapids and Andover; and,

WHEREAS, the parties have entered into a Memorandum of Understanding dated July 18, 2006, which is on file in the office of the County Engineer; and

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for Project No. S.P. 02-678-16 which plans and specifications are dated January 17, 2006, and which are on file in the office of the County Engineer; 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, drainage and traffic control systems as well as other utilities on portions of County State Aid Highway 78 (Hanson Blvd.) from 122nd Circle NW to 140th Lane NW in the cities of Coon Rapids and Andover, described in the plans and specifications No. S.P. 02-678-16 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project No. S.P. 02-678-16 in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

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 project (including County furnished materials) is \$8,544,767.90. Federal funds available for the Project are capped at \$4,835,600.00. 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 pay their share of mobilization and equipment field office as determined using the Engineer's Estimate. The estimated City cost of these items is \$13,020.00.
2. The City shall pay their share of the sanitary sewer and watermain adjustments. The estimated City cost of these items is \$28,686.00.
3. The City shall pay their share of sanitary sewer and watermain construction. The estimated cost of this item to the city is \$89,048.00.
4. The City shall pay their share of the concrete and bituminous walks including retaining wall. The estimated City cost of this item is \$189,193.50.
5. The City shall pay their share of the cost of concrete curb and streets installed on the project. The estimated cost to the City is \$69,476.00.
6. The City shall pay its share of the cost of signals and signs. The city's estimated total estimated cost is \$15,918.00.
7. The total project cost of the storm drain is \$1,246,830.30. The City shall pay its share (11.9%) of the cost of the Storm Sewer. The City's estimate cost is \$148,372.81.
8. The City's estimated construction cost of the underpass is \$117,312.20.
9. The total estimated cost to the City for the project is summarized below:

1	Mobilization, Field Office	\$13,020.00
2	Sanitary sewer and watermain adjustments	\$28,686.00
3	Sanitary sewer and watermain construction	\$89,048.00
4	Concrete and bituminous walks including retaining wall	\$189,193.50
5	Concrete curb and streets	\$69,476.00
6	Signal and signage	\$15,918.00
7	Storm drain	\$148,372.81
8	Underpass	\$117,312.20
Total Estimated Share of Construction Cost To The City		\$671,026.51
Estimated Federal Funds available to the City		(\$284,908.10)
Total Cost less Federal Funds		\$386,118.41

The total estimated construction cost to the City (less Federal Funds) for the project is **\$386,118.41** 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 of \$671,026.51. The estimated cost to the City for construction engineering is **\$53,682.12**. The estimated cost of the pedestrian underpass and watermain design costs is **\$21,070.02**. The grand total estimated cost to the City for the project is **\$460,870.55**

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 \$437,827.02. 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 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. PEDESTRIAN TUNNEL

The construction will include the box culvert and any necessary retaining / wing walls necessary to support the county road and longitudinal trails and sidewalks. The adjacent trail connections and retaining walls necessary to accommodate the crossing trail connections will not be constructed as part of the Project. The parties agree that the City will pay for the design of the crossing culvert. Furthermore the construction and maintenance of the box culvert crossing, and all associated items will be funded by the City as the box culvert and associated trail and walls are not eligible for state aid or federal funding as the height of the box culvert (8 feet) does not meet state aid standards (10 feet).

X. 133rd AVENUE RECONSTRUCTION

The County shall at no cost convey to the City of Coon Rapids a permanent easement for city street, drainage, utility, trail and sidewalk purposes over the property legally described as, that part of the Southwest Quarter of the Southwest Quarter of Section 35, Township 32, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southwest corner of said Section 35; thence South 88 degrees, 57 minutes, 11 seconds East, along the South line of said Section 35, a distance of 100.00 feet to the point of beginning of the tract of land to be described; thence continuing South 88 degree, 57 minutes, 11 seconds East a distance of 969.71 feet; thence North 1 degree, 02 minutes, 49 seconds East a

distance of 60.00 feet; thence North 88 degrees, 57 minutes, 11 seconds West a distance of 601.24 feet; thence North 85 degrees, 07 minutes, 50 seconds West a distance of 180.00 feet; thence North 88 degrees, 57 minutes, 11 seconds West a distance of 189.60 feet; thence South 0 degrees, 27 minutes, 47 seconds West a distance of 72.00 feet to the point of beginning.

Contains 61,554 sq. ft. or 1.41 acres.

Additionally, the County shall at no cost convey to the City of Coon Rapids a temporary construction easement for the reconstruction of 133rd Ave. over the property legally described as, That part of the Southwest Quarter of the Southwest Quarter of Section 35, Township 32, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southwest corner of said Section 35; thence South 88 degrees, 57 minutes, 11 seconds East, along the South line of said Section 35, a distance of 1069.71 feet to the point of beginning of the land to be described; thence continuing South 88 degrees, 57 minutes, 11 seconds East a distance of 171.24 feet; thence North 1 degree, 02 minutes, 49 seconds East a distance of 65.02 feet; thence North 88 degrees, 57 minutes, 11 seconds West a distance of 171.24 feet; thence South 1 degree, 02 minutes, 49 seconds West a distance of 65.02 feet to the point of beginning.

Contains 11,134 sq. ft. or 0.26 acres.

XI. 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 County State Aid Highway 14 (Main Street) and County State Aid Highway 78 (Hanson Boulevard), including any necessary extension of power lines. The Cities shall be the lead agency in this matter. Upon completion of said traffic control signal installations, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City.

XII. MAINTENANCE

1. Maintenance of the completed watermain, sanitary sewer (except property owner is responsible to the manhole), storm sewer (except catch basins and catch basin leads), detention basins within the City (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, sidewalks, and pedestrian tunnel north of 127th Ave., 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. All cost of design and construction of the sanitary sewer lateral (8" PVC) and service (6" PVC), including the manhole shall be the responsibility of the County. The City of Coon Rapids shall be responsible for maintenance of the 8" sanitary sewer lateral and manhole on 133rd Avenue. The property owner shall be responsible for maintenance of the 6" PVC service from the City manhole on 133rd Avenue to the building site.

5. The City shall be responsible to maintain all medians which the City has designated for plantings. Maintenance shall be performed in accordance with the "Anoka County Highway Department landscape/Streetscape Guidelines dated June 2000." If the City does not comply with the guidelines, the County at any time may remove all plantings, landscaping items and replace with hard surfacing in its place. The City shall be billed by the County for all costs incurred.

6. Signal Maintenance

- A. The County shall maintain the traffic signal controller, traffic signal/pedestrian indications, loop detectors and associated wiring of the said traffic control signals. Maintenance of the warranted, completed signals and signal equipment shall be the sole obligation of the County. Maintenance of the unwarranted signals shall be performed by the County with the City reimbursing 100% of all on going maintenance costs.
- B. 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.
- C. Timing of the traffic signals shall be determined by the County.
- D. Only the County shall have access to the controller cabinets.
- E. The traffic control signals shall be the property of the County.
- F. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- G. 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.
- H. 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 annual basis.
- I. Malfunctions of the EVP Systems shall be immediately reported to the County.
- J. All timing of said EVP Systems shall be determined by the County.
- K. 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.

XIII. 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 Manager of Coon Rapids, 11155 Robinson Drive, Coon Rapids, MN 55433, on behalf of the City.

XIV. 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.

XV. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

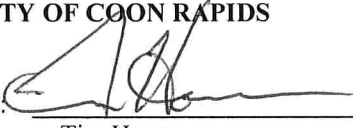
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to 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

CITY OF COON RAPIDS

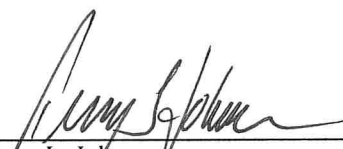
By: 
Dennis D. Berg, Chair
Board of Commissioners

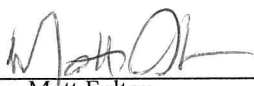
By: 
Tim Howe
City of Coon Rapids Mayor

Dated: 10/20/08

Dated: 9-16-08

ATTEST:

By: 
Terry L. Johnson
County Administrator

By: 
Matt Fulton
City Manager

Dated: 10/20/08

Dated: 9/17/08

RECOMMENDED FOR APPROVAL:


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


By: 
Steve Gatlin
Director of Public Services

Dated: 10/21/08

Dated: 9/29/08

APPROVED AS TO FORM AND EXECUTION:

By: 
Dan Klint
Assistant Anoka County Attorney


City Attorney
9/22/08

Dated: 10-27-08