

**JOINT POWERS AGREEMENT
FOR THE CHANNELIZATION OF COUNTY STATE AID HIGHWAY 1 (COON
RAPIDS BOULEVARD) AT EGRET BOULEVARD.
(S.P. 02-601-40)**

This Agreement is made and entered into this day of June 22, 2004, by and between the County of Anoka, 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, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties of this agreement desire to construct certain improvements to the intersection of Coon Rapids Boulevard and Egret Boulevard; and,

WHEREAS, the County has received federal funds through the State Hazard Elimination Safety Program to improve the intersection of Coon Rapids Boulevard and Egret Boulevard; and,

WHEREAS, the intersection of Coon Rapids Boulevard and Egret Boulevard has met warrants for a full traffic actuated traffic control signal; and,

WHEREAS, the parties agree that the County shall cause the construction of the intersection of Coon Rapids Boulevard and Egret Boulevard; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for construction of improvements to the intersection as specified in its plans for Project No. S.P. 02-601-40, which plans and specifications are dated April 30, 2003, 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 reconstructing the roadway, drainage, sidewalk, traffic control system, as well as other utilities, on a portion of Egret

Boulevard and Coon Rapids Boulevard; as described in the plans and specifications numbered Anoka County Project S.P. 02-601-40 on file in the office of the Anoka County Highway Department (hereinafter collectively referred to as "Project").

II. METHOD

A. Construction

The County shall provide all engineering services 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 the acceptance of all bid proposals.

B. Property

The County shall acquire all private property required for the construction of the Project through either direct purchase or condemnation. The city shall reimburse the County for all costs incurred by the County in acquiring the parcels with an Egret Boulevard or 103rd Avenue address. Said parcels are 2, 3, 4, 5, 6, 7, and 8 as shown on the attached Exhibit B. Reimbursable costs include, but are not limited to, the purchase price, recording fees, appraisal fees, attorney fees, and all costs incurred by the County in acquiring the parcels through eminent domain (hereinafter collectively referred to as "Land Acquisition Costs"). Upon completion of acquisition, the County shall convey the parcels by warranty deed to the City.

III. COSTS

A. 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.

B. The estimated construction cost of the Project (including County furnished materials) is \$679,013.93. Federal funds available for the Project are capped at \$499,635.00. 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 County shall pay for all the construction costs to improve Coon Rapids Boulevard unless stated otherwise below.

2. The City shall pay for all the construction costs to improve Egret Boulevard unless stated otherwise below.

3. 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.

4. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants being replaced and/or relocated as a part of the Project.

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

a. 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.

6. The City shall pay one hundred percent (100%) of the cost of any street lighting included in the Project. The design and installation of ornamental streetlights on Coon Rapids Boulevard shall be in accordance with the County's specifications. The City's estimated cost for street lighting is \$0.00.

7. Because this is a replacement of a permanent signal that the City has already participated in cost sharing, the City shall pay to the County zero percent (0%) of the cost of construction and installation of the whole traffic actuated signal system (including County supplied materials). The City's estimated share of the construction is \$0.00.

8. The County shall pay one hundred percent (100%) of all interconnect costs.

9. The City shall pay one hundred percent (100%) of Emergency Vehicle Pre-emption (EVP) costs.

10. The County shall pay one hundred percent (100%) of the Construction Traffic Control.

11. The County shall pay one hundred percent (100%) of the cost of Mobilization, Field Office and Telephone for the Project.

12. The total estimated construction cost to the City for the Project is summarized below:

1. Construction or Adjustment of Local Utilities	\$ 21,747.50
2. Street Lights	\$ 0.00
3. Traffic Signals	\$ 0.00

4. EVP	\$ 12,700.00
5. Egret Boulevard south of Coon Rapids Boulevard	\$ 55,978.40
6. <u>Egret Boulevard north of Coon Rapids Boulevard</u>	<u>\$ 305,472.08</u>
7. Total estimated share of construction cost for the City	\$ 392,389.05
8. <u>Estimated Federal Funds available to the City</u>	<u>(\$291,491.30)</u>
9. Total cost less federal funds	\$ 100,897.75

C. The estimated construction cost to the City (less Federal Funds) for the Project is \$100,897.75 as shown in the attached Exhibit A and C. The City participation in construction engineering will be at a rate of eight percent (8%) of the total estimated share. The estimated cost to the City for construction engineering is \$31,391.12. The total estimated cost to the City for construction of the Project is \$132,288.87

D. 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 construction cost of the Project estimated at \$125,674.43. 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.

E. 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.

F. Upon award of the contract, the City shall pay to the County, upon written demand by the County the Appraised Value portion of the Land Acquisition Costs in the amount of \$71,700.00 as shown in the attached Exhibit B.

G. Upon final completion of the Project, the City shall reimburse the County for all remaining Land Acquisition Costs within 30 days after receipt of an invoice from the County documenting the expenses incurred.

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. 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 Coon Rapids Boulevard and Egret Boulevard, including any 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.

X. MAINTENANCE

A. Maintenance of the completed watermain, sanitary sewer, storm sewer, detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.

B. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

D. Maintenance of the completed signal and signal equipment shall be the sole obligation of the County.

E. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signal at the sole obligation of the County.

F. Painting of the traffic signal shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.

- G. Timing of the traffic signal shall be determined by the County.
- H. Only the County shall have access to the controller cabinet.
- I. The traffic control signal shall be the property of the County.
- J. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- K. All maintenance of the EVP System shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- L. 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.
- M. Malfunctions of the EVP System shall be immediately reported to the County.
- N. All timing of said EVP System shall be determined by the County.
- O. In the event said EVP System 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.

XI. 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 Dr. NW, Coon Rapids, Minnesota 55433, on behalf of the City.

XII. 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.

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 of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: Margaret Langfeld
Margaret Langfeld, Chair
County Board of Commissioners

Dated: 2/8/05

CITY OF COON RAPIDS

By: Tim Howe
Name: Tim Howe, Mayor

Dated: January 18, 2005

ATTEST:

By: John Jay M. McLinden
John "Jay" McLinden
County Administrator

Dated: 2/8/05

By: Jerry Splinter, City Manager
Name: Jerry Splinter

Dated: January 18, 2005

RECOMMENDED FOR APPROVAL

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

Dated: 12/28/04

By: Steve Gatlin
Name: Steve Gatlin, Dir of Public Ser

Dated: 1-25-05

APPROVED AS TO FORM AND EXECUTION

By: Dan Klint
Dan Klint
Assistant County Attorney

Dated: 2-10-05

By: Al Hofstedt
Name: Al Hofstedt, City Attorney

Dated: January 18, 2005