

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 11
(FOLEY BOULEVARD NW) BETWEEN 101ST AVE NW TO EGRET BLVD NW
IN THE CITY OF COON RAPIDS, MN
(SP 002-611-032, SAP 114-020-047, CP 12-22)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2013 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, MN 55433, hereinafter referred to as "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 (Foley Boulevard NW) from 101st Avenue NW to Egret Boulevard NW and,

WHEREAS, said parties mutually agree that County State Aid Highway 11 (Foley Boulevard NW) from 101st Avenue NW to Egret Boulevard NW is in need of reconstruction; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of County State Aid Highway 11 (Foley Boulevard NW) from 101st Avenue NW to Egret Boulevard NW 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 (Foley Boulevard NW) from 101st Avenue NW to Egret Boulevard NW 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, sidewalk, trail, and traffic control systems (at the intersections of 101st Avenue NW, 102nd Lane NW (pending MnDOT approval) and Egret Boulevard NW), as well as other utilities on County State Aid Highway 11 between 101st Avenue NW and Egret Boulevard NW as described in the preliminary design plans. The County project number for the reconstruction is SP 002-611-032 the City project number is SAP 114-020-047. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of County State Aid Project No. 002-611-032 from 101st Avenue NW to Egret Boulevard NW is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated March 7, 2013 has been reviewed and accepted by the parties and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design as presented in the Exhibit "A" Layout will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

II. METHOD

The County shall cause the construction of Anoka County Project SP 002-611-032, City project numbers S.A.P. 114-020-047 and CP 12-22, in conformance with proposed engineering plans and specifications.

IMPROVEMENTS

It is agreed by the parties that in 2014 CSAH 11 will be reconstructed to a 4-lane section. The roadway will have a center concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: traffic signal modifications at 101st Avenue NW and Egret Boulevard NW, traffic signal construction at 102nd Lane NW (pending MnDOT approval), right and left turn lanes, thru lanes, shoulders, curb & gutter, storm sewer, retaining walls, sidewalk and bituminous trail. The costs of these improvements have been estimated for this agreement and will be finalized after bids have been received. These costs will be shared by the County and the City.

INTERSECTIONS:

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

Foley Boulevard / 101st Avenue NW: Full Access Intersection with traffic signal

Foley Boulevard / 102nd Avenue NW: City street access will be limited to right in/right out

Foley Boulevard / 102nd Lane NW: Full Access Intersection with traffic signal (pending MnDOT approval)

Foley Boulevard / 103rd Avenue NW: City street access will be closed to Foley Blvd.

Foley Boulevard / 104th Avenue NW: City street access will be limited to right in/right out

Foley Boulevard / 104th Lane NW: City street access will be closed to Foley Blvd.

Foley Boulevard / 105th Avenue NW: Full Access Intersection with side street stop control

Foley Boulevard / 105th Lane NW: City street access will be right in/right out on the east leg and closed to Foley Blvd. on the west leg of the intersection.

Foley Boulevard / 106th Avenue NW: City street access will be closed to Foley Blvd.

Foley Boulevard / Egret Boulevard NW: Full Access Intersection with traffic signal

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.

TRAFFIC SIGNALS:

The parties agree that traffic control signal systems at the 101st Avenue NW and Egret Boulevard NW intersections will be modified and a traffic signal at 102nd Lane NW will be constructed with this project. The parties agree that the cost of the construction of these signals, pending the availability of Federal funding, shall be standard County cost share, with 100% of the EVP costs and 75% of the traffic signal costs to the City of Coon Rapids and 25% of the traffic signal cost to the County.

The parties agree that the County is studying the feasibility of constructing a signal system at the CSAH 11 / 102nd Lane NW intersection as part of this project. If the Signal Justification Report (SJR) is approved by MnDOT, then pending the availability of Federal funding, standard County cost share will apply, with 100% of the EVP costs and 75% of the traffic signal costs to the City and 25% of the traffic signal costs to the County. Following the reconstruction, the ongoing traffic signal maintenance at the CSAH 11/102nd Lane NW intersection will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the City reimbursing the County 100% for all ongoing EVP maintenance, the City 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system. If the SJR is not approved by MnDOT, the City may elect to construct the signal at 100% City cost (including design costs). The cost share and ongoing traffic signal maintenance at the CSAH 11/102nd Lane NW intersection will be consistent with Anoka County non-warranted traffic signal installation maintenance practices, with the County responsible for all traffic signal and EVP maintenance on a 100% reimbursable basis with the City (billed quarterly for 100% of all incurred costs), the City 100% responsible for all luminaire maintenance, and the City 100% responsible for the ongoing supply of electrical power for the traffic signal system.

DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, including the detention basins and their outlet structures. The City portion of the cost is based on contributing flow through the storm sewer system to the detention basin determined by the product of contributing area and runoff coefficient.

SIDEWALK:

The parties agree that all proposed sidewalk construction is replacing existing sidewalk except the new sidewalk to be constructed on the west side of CSAH 11 from 101st Ave. NW to 102nd Ln. NW. This work is eligible for Federal Funds with the County contributing the remaining cost since it is for replacement of existing sidewalk per standard County cost share policy. The City will contribute all matching funds for the new sidewalk construction as described.

The parties understand that the cost for the sidewalk includes: concrete surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. The parties agree that the County also pays for the design of the sidewalk, the additional right of way and easements required to construct the sidewalk at the proper location, and any removal items required to construct the sidewalk.

BITUMINOUS TRAIL:

The parties agree that the construction of the bituminous trail along the east side of the roadway is replacing existing sidewalk. This work is eligible for federal funds with the County contributing all matching funds since it is for replacement of an existing pedestrian facility (sidewalk). This trail location has been agreed to by the City. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

The parties understand that the cost for the trail includes: bituminous surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. The parties agree that the County will pay for the design of the trail, wetland mitigation required by impacts caused by the trail, the additional right of way and easements required to construct the trail at the proper location, and any removal items, with the exception of any soil correction, required to construct the trail.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 11 will have two lanes open to thru traffic during construction, and will always be open to emergency vehicles and local traffic. The parties agree and understand the cost share for traffic control 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 sole responsibility of the City.

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 shall supply the signed plan sheets and specifications for the proposed landscape/streetscape. 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 September 9, 2013. Maintenance of any landscaping/streetscaping will be the sole responsibility of the City.

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 and/or relocations due to road reconstruction, which will be incorporated into the project bid documents. The cost of the design of these features shall be the responsibility of the City. The cost of construction of

these features shall be the responsibility of the City. The cost of construction of these features solely due to road reconstruction shall be the responsibility of the City. In areas where relocations are solely due to road reconstruction, federal funds shall be applied. The City's design of the sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities and cost. All construction documents must be submitted to the County by September 9, 2013.

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, City permits, as well as any other permits that may be required. The County also requests that the City inform the County of any ordinances or City regulations that affect construction at the time of the signing of this JPA. (e.g. setbacks, tree clearing ordinances, or any other city ordinances.)

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 is \$3,178,677.13. Federal funds available for the Project are capped at \$2,425,280. The federal funds shall be split based on the ratio of eligible costs 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.

The total estimated construction cost to the City is \$603,306.76 (prior to application of federal funds available). After federal funding percentage is applied, the cost to the City for their share of the construction items of the Project is \$142,991.96 (\$603,306.76 minus \$460,314.80, the federal funds available to the City).

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$603,306.76. The estimated cost to the City for construction engineering is \$48,264.54. In summary, the total City share of this project is \$651,571.30 (includes construction and construction engineering costs). The total cost to the City after federal funds have been applied including construction engineering is *** \$191,256.50 (see summary below)**.

***(\$603,306.76 – \$460,314.80 + \$48,264.54 = \$191,256.50, note: construction engineering costs are not federally eligible)**

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 \$181,693.68. 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 engineering design and 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. Prior to City payment to the County, Anoka County shall provide the City a copy of all cost participation documents submitted to MnDOT State Aid to assist the City in their application for MSA funding.

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 and cause the installation of an adequate electrical power source to the service cabinet for the CSAH 11/101st Ave, CSAH 11/102nd Lane (pending MnDOT approval) and CSAH 11/Egret Blvd. traffic control 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 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 storm sewer (except catch basins and catch basin leads) and detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- 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 general routine maintenance, such as, sweeping, clearing, plowing, trash removal and other incidental items and shall be responsible for long-term maintenance, such as bituminous overlays, crack sealing and replacement.
- D. Maintenance of crosswalk pavement markings on City streets shall be the responsibility of the City. The City will be responsible for all crosswalk pavement markings for the crossings at all city streets.
- E. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- F. Maintenance of the completed traffic control signals and signal equipment at the intersections of CSAH 11/101st Avenue NW, CSAH 11/102nd Lane NW (pending MnDOT approval) and CSAH 11/Egret Boulevard NW shall be the sole obligation of the County.
- G. The County shall maintain the said traffic signal controllers, traffic signals and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- H. 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.
- I. Timing of the traffic signal shall be determined by the County.
- J. Only the County shall have access to the controller cabinet.
- K. The traffic control signal shall be the property of the County.
- L. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- M. 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.
- N. 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.
- O. Malfunctions of the EVP System shall be immediately reported to the County.

P. All timing of said EVP System shall be determined by the County.

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

XII. INDEMNIFICATION

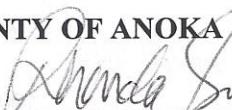
The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

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.

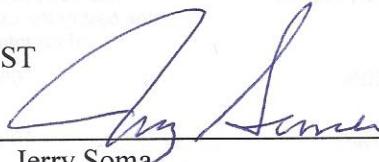
COUNTY OF ANOKA

By: 

Rhonda Sivarajah, Chair
Board of Commissioners

Dated: 6-4-13

ATTEST

By: 

Jerry Soma
County Administrator

Dated: 6-4-13

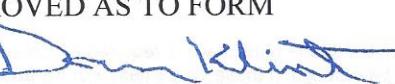
RECOMMENDED FOR APPROVAL

By: 

Douglas W. Fischer, P.E.
County Engineer

Dated: 6/30/13

APPROVED AS TO FORM

By: 

Dan Klint
Assistant County Attorney

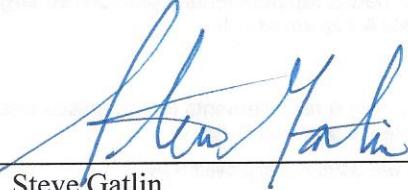
Dated: 6-11-13

CITY OF COON RAPIDS

By: 

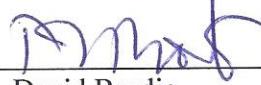
Tim Howe
Mayor

Dated: 3/19/13

By: 

Steve Gatlin
City Manager

Dated: 3/19/13

By: 

David Brodie
City Attorney

Dated: 3/19/13

EXHIBIT "C"

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>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median Construction	100%	0%
Concrete Median	100%	0 ^{*1}
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%, Unless existing trail not placed at edge of R/W	0%
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	100%, in-kind	100%, of up-grades
Traffic Signals, new & replacements (communities larger than 5,000) w/ State Aid approved SJR	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, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	*3	*3
Right-of-Way	100% ^{*4}	0%
Street Lights	0%	100%
Noise Walls	100% ^{*5}	0% ^{*5}

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

^{*2} In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.

^{*3} 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.

^{*4} 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 as requested by the County shall be paid by the Township or City.

^{*5} If previously notified, the City shall be responsible for future noise wall maintenance. Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. The County shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, then the requesting agency will pay the additional cost above the cost of standard noise wall. Furthermore, should an agency request a noise wall to be built where not required by the applicable federal or state standard, the entire cost of the wall shall be borne by the requesting agency.