

**JOINT POWERS AGREEMENT  
FOR THE IMPROVEMENTS OF COUNTY STATE AID HIGHWAY No. 11  
(NORTHDALE BOULEVARD) FROM TRUNK HIGHWAY No. 10 TO RAVEN  
STREET AND COUNTY STATE AID HIGHWAY No. 78 AT 115<sup>TH</sup> STREET.  
(COUNTY PROJECT NO. 02-12-11)**

This Agreement made and entered into this day of September 4, 2002, 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, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City".

**WITNESSETH**

WHEREAS, the parties of this agreement consider it mutually desirable to reconstruct County State Aid Highway No. 11 (Northdale Boulevard) from Trunk Highway No. 10 to Raven Street and County State Aid Highway No. 78 (Hanson Boulevard) at 115<sup>th</sup> Street to improve the level of service and safety of the intersections included therein; and,

WHEREAS, the intersection of County State Aid Highway No. 11 (Northdale Boulevard) and Partridge Street has met warrants for a fully actuated traffic control signal; and

WHEREAS, the parties agree that the City shall cause the reconstruction of County State Aid Highway No. 11 (Northdale Boulevard) from County State Aid Highway No. 78 (Hanson Boulevard) to Raven Street; and,

WHEREAS, The City has prepared plans and specifications for SAP 114-020-26 which plans and specifications are dated May 6, 2002, and which are on file in the office of the City 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 systems, as well as other utilities on a portion of County State Aid Highway No. 11 (Northdale Boulevard); as described in the plans and specifications numbered SAP 114-020-26 on file in the office of the City of Coon Rapids and incorporated herein by reference.

II. METHOD

The City shall provide all engineering services and shall cause the construction of SAP 114-020-26 in conformance with said plans and specifications. The City shall do the calling for all bids and the acceptance of all bid proposals.

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 projects 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 cost of the total project is \$1,999,891.24 as shown on Exhibit "A" (Tabulation of Bids). Participation in the construction cost is as follows:

1. The County shall pay Zero Percent (0%) of the cost of reconstruction of the existing Mn/DOT owned whole traffic actuated Signal System "A" at the intersection of County State Aid Highway No. 78 (Hanson Boulevard) and County State Aid Highway No. 11 (Northdale Boulevard). The County's estimated share of the construction is \$0.00.

2. The County shall pay Zero Percent (0%) of the cost of reconstruction and reinstallation of the existing Mn/DOT owned whole traffic actuated Signal System "B" at the intersection of County State Aid Highway No. 78 (Hanson Boulevard) and Trunk Highway No. 10 (South Ramp). The County's estimated share of the construction is \$0.00.

3. The County shall pay to the City Fifty Percent (50%) of the cost of construction and installation of the whole traffic actuated Signal System "C" (including County supplied materials) at Partridge Street. The County's estimated share of the construction is \$62,650.00.

4. The County shall pay Zero Percent (0%) of the cost of reconstruction and reinstallation of the existing County owned whole traffic actuated Signal System "D" at the intersection of County State Aid Highway No. 11 (Northdale Boulevard) and Raven Street. The County's estimated share of the construction is \$0.00.

5. The County shall provide supplemental traffic signal construction inspection services for Signal Systems "C" and "D" and approve for final acceptance the work as it is completed by the contractor. This will be done at no cost to the City.

6. The City shall be responsible for all remaining construction and engineering costs.

7. The City shall enter into a separate agreement with the Minnesota Department of Transportation (Mn/DOT) for any work that is associated with Trunk Highway No. 10 and Signals Systems "A" and "B." A fully executed copy of this agreement shall be made available to the County upon final execution by the parties.

The Cost participation is summarized below:

1. Anoka County	\$62,250.00
2. City of Coon Rapids	ALL REMAINING COSTS

The total estimated cost to the County for the project is \$62,250.00.

C. Upon final execution of the joint power powers and award of the contract, the County shall pay to the City, upon written demand by the City, Ninety Five Percent (95%) of its portion of the cost of the project estimated at \$59,517.50. The County's share of the cost of the project shall include only construction and construction administration expense and shall not include administrative expenses incurred by the City.

D. 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 Ninety Five Percent (95%) charged will be made in the form of credit or additional charges to the County's share. The remaining Five Percent (5%) of the County's portion of the construction costs will be paid to the City upon written demand by the City.

#### 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 City 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 County shall pay its pro rata share of costs, which the City 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 Northdale Boulevard and Partridge Street, including any necessary extension of power lines (for Traffic Actuated Signal Systems "C"). The City shall be the lead agency in this matter. Upon completion of said traffic controls 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 (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 trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

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

D. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of traffic control Signal Systems "C" and "D" at the sole obligation of the County.

E. Painting of the Signal Systems "C" and "D" shall be the sole obligation of the County.

F. Timing of the Signal Systems "C" and "D" shall be determined by the County.

G. Only the County shall have access to the controller cabinets.

H. The traffic Signal Systems "C" and "D" shall be the property of the County.

I. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.

J. All maintenance of the Emergency Vehicle Pre-Emption (EVP) Systems of Signal Systems "C" and "D" shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.

K. 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 on an annual basis a list to the County Engineer, or the County's duly appointed representative of all such vehicles with emitter units.

L. Malfunctions of the EVP System shall be immediately reported to the County.

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

N. 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 Administrator of Coon Rapids, 11155 Robinson Drive, 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:

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:

Dan Erhart, Chairman  
Board of Commissioners

Dated: 11/26/02

**ATTEST**

By:

John Jay McLinden  
John "Jay" McLinden  
County Administrator

Dated: 11/26/02

**RECOMMENDED FOR APPROVAL**

By:

Robert H. Beck  
Jon G. Olson, P.E. Douglas W. Fischer  
Highway Engineer

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

By:

Dan Klint  
Dan Klint  
Assistant County Attorney

Dated: 11-12-02

**CITY OF COON RAPIDS**

By:

Ilona McCauley

Its: Mayor

Dated: 11-6-02

By:

Gerald G. Splinter

Its: City Manager

Dated: 11-6-02

By:

Stan D. Martin

Its: Director of Public Works

Dated: 11-12-02

By:

Its:

Dated: \_\_\_\_\_

**EXHIBIT A**

**Bid Tabulation**

Owner	City of Coon Rapids
Description	Northdale Boulevard Addendum No. 2
Owner's No.	
Job No.	33889-043-0101
Project Manager	Danielson, Paul