

SECOND ADDENDUM AGREEMENT
TO
JOINT POWERS AGREEMENT

THIS ADDENDUM AGREEMENT is made and entered into this _____ day of May, 1990, the date of the signatures of the parties notwithstanding, by and between the County of Anoka, a political subdivision of the State of Minnesota, 325 East Main Street, Anoka, Minnesota, 55303, hereinafter referred to as the "County", and the City of Coon Rapids, 1313 Coon Rapids Blvd., Coon Rapids, Minnesota, 55433, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the County and the City entered into a Joint Powers Agreement dated December 20, 1988, for the reconstruction of improvements related to the Riverdale Project, which agreement was subsequently modified by an Addendum Agreement dated August 8, 1989, which agreements are hereinafter jointly referred to as the "Riverdale Agreements"; and

WHEREAS, the City desires to construct certain improvements to C.S.A.H. No. 9 (Round Lake Boulevard) from its intersection with C.S.A.H. No. 14 (Main Street), to a point 1,200 feet north thereof, including the Main Street interchange, prior to the beginning of the construction of the Riverdale Project; and

WHEREAS, the County and City desire to amend the Riverdale Agreements to provide for the early construction by the City of said project and for the suspension of the Riverdale Agreements.

NOW, THEREFORE, it is mutually stipulated and agreed that the Riverdale Agreements between the County and the City are hereby amended as follows:

1. **EARLY CONSTRUCTION OF IMPROVEMENTS**

Notwithstanding that the conditions contained in the Riverdale Agreements which would obligate the County to pay a portion of the construction costs of the Riverdale Projects have not occurred, the County agrees to pay a portion of the construction costs of the project described below:

A. **C.S.A.H. No. 9 (Round Lake Boulevard)**

The City shall cause the construction of improvements to C.S.A.H. No. 9, from its intersection with C.S.A.H. No. 14 (Main Street) to a point 1,200 feet north thereof, including the Main Street interchange, the estimated total construction cost of which is \$600,000, of which the maximum County participation shall be \$252,000. The roadway improvements to C.S.A.H. No. 9 shall be completed and the roadway opened to traffic by not later than November 15, 1990. The improvements to C.S.A.H. No. 9 shall be fully completed by not later than July 1, 1991.

2. The City shall, using its Municipal State Aid Funds or other City funds, cause the construction of the Reisling Boulevard Overpass over the Burlington Northern Railroad tracks south of Main Street, which shall be completed by not later than October 1, 1991.

3. The obligations and rights of the parties contained in the Riverdale Agreements shall be suspended and neither party shall be obligated or required to perform under the terms thereof until such time and upon such terms as the City and County mutually agree, provided that the City and the County shall be required to fulfill their respective commitments for the early construction of the Round Lake Boulevard Interchange Project and the part of the Main Street Project as provided in the Addendum Agreement dated August 9, 1989 and the improvements to Round Lake Boulevard as provided herein, all in accordance with the terms of the Riverdale Agreements.

IN WITNESS WHEREOF, the parties to this Agreement have set their hand on the date so indicated.

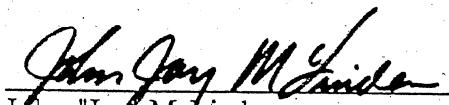
COUNTY OF ANOKA

By: 

Dan Erhart, Chairman
Anoka County Board of
Commissioners

Dated: 6-26, 1990.

ATTEST:

By: 

John "Jay" McLinden
Anoka County Administrator

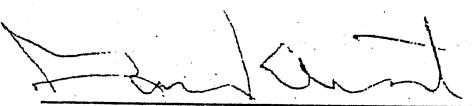
Dated: 6-26, 1990.

RECOMMENDED FOR APPROVAL:

By: 

Paul K. Ruud, County Engineer

APPROVED AS TO FORM:

By: 

Dan Klint
Assistant Anoka County Attorney

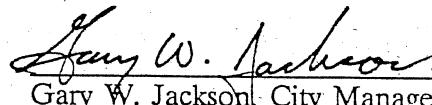
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CITY OF COON RAPIDS

By: 

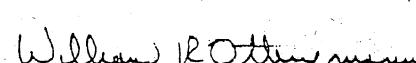
Rick Reiter, Mayor

Dated: May 22, 1990.

By: 

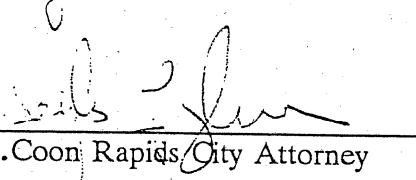
Gary W. Jackson, City Manager

Dated: May 22, 1990.

By: 

William R. Ottensman, City Engineer

Dated: June 6, 1990.

By: 

Asst. Coon Rapids City Attorney

Dated: 13 June, 1990.

38a

**ADDENDUM TO JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF IMPROVEMENTS
RELATED TO THE RIVERDALE PROJECT**

THIS ADDENDUM AGREEMENT is made and entered into this 8th day of August, 1989, by and between the County of Anoka, a political subdivision of the State of Minnesota, 325 East Main Street, Anoka, Minnesota 55303, hereinafter referred to as the "County", and the City of Coon Rapids, 1313 Coon Rapids Boulevard, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County and the City entered into a Joint Powers Agreement for the reconstruction for improvements related to the Riverdale Project, dated December 20, 1988, hereinafter referred to as the Joint Powers Agreement; and

WHEREAS, the City desires to construct certain improvements to C.S.A.H. No. 9 (Round Lake Boulevard Interchange) and C.S.A.H. No. 14 (Main Street) prior to the beginning of construction of the Riverdale Project; and

WHEREAS, the County and the City desire to amend said Joint Powers Agreement to provide for the early construction and sharing of the construction cost of said projects.

NOW, THEREFORE, it is mutually stipulated and agreed that the Joint Powers Agreement for the reconstruction of improvements related to the Riverdale Project dated December 20, 1988, between the County of Anoka and the City of Coon Rapids is hereby amended as follows:

1. EARLY CONSTRUCTION OF IMPROVEMENTS

Notwithstanding that the conditions contained in the Joint Powers Agreement dated December 20, 1988, which would obligate the County to pay a portion of the construction costs have not occurred, the County agrees to pay for a portion of the construction costs of the projects described below.

- A. **C.S.A.H. No. 9 (Round Lake Boulevard Interchange)**. The City shall cause the construction of the Round Lake Boulevard Interchange, the estimated total construction cost of which is \$5,241,600.00, of which the maximum County participation shall be \$2,548,000.00.
- B. **C.S.A.H. No. 14 (Main Street)**. The City shall cause the construction of the improvements to Main Street described in Exhibit A, which is attached hereto and incorporated herein by reference, the estimated cost of which is \$330,000.00, of which the maximum County participation shall be \$306,000.00.
- C. **County Share of the Cost**. The County's actual share of the cost of the construction shall be a sum equal to the actual total construction cost of the projects specified in Paragraph 1.A and 1.B, multiplied by a fraction, where the numerator

of the fraction is the maximum total County participation for the project specified in Paragraph 1.A. and 1.B. in the denominator of the fraction is the estimated total construction cost of the project as stated in Paragraph 1.A and 1.B, provided however, that said sum shall not be greater than the amount of the maximum total County participation as indicated in said paragraphs.

D. **Reduction of Estimated Construction Cost and Maximum County Contribution.** The Estimated Total Cost of construction and Maximum County participation for the C.S.A.H. #14 (Main Street) project and the C.S.A.H. #9 (Round Lake Boulevard Interchange) in Paragraph 3.B. of the Joint Powers Agreement shall be reduced by the respective amounts contained in Paragraph 1.A. and 1.B. herein.

2. **DISBURSEMENT OF FUNDS**

Paragraph 9 of the Joint Powers Agreement shall be deleted and replaced with the following:

The County shall reimburse the City for actual construction costs incurred by the City and pay to the City the County's portion of the actual construction costs of each project (1) within 30 days after receipt of the proceeds from the bonds issued for the specified project and/or from other funding sources; (2) within 30 days of receipt of a voucher, containing such information as the County may require, representing that payments have been made by the City on a contract or contracts for the construction of the projects for which the funds are to be used; or (3) in accordance with the Anoka County Riverdale Funding Availability Chart, which is attached hereto and incorporated herein by reference, whichever of (1), (2) or (3) occurs later. The City shall not be entitled to any interest on funding to be provided by the County.

If the County claims a project as provided in paragraph 2.B. herein, the City shall pay to the County the City's portion of the actual construction costs of the claimed project within 30 days of receipt of a voucher, containing such information as the City may require, representing that payments have been made on a contract or contracts for the construction of the projects for which the funds are to be used.

3. **FURTHER COUNTY PARTICIPATION**

Except as provided in this Addendum, the County shall not be obligated to undertake or pay for the cost of any of the improvements specified in the Joint Powers Agreement dated December 20, 1988, unless the following conditions are met:

- (a) The Homart Development Company acquires fee title to the development property and deposits the security deposit with the City, as required by Section 3.1 of the Development Agreement by and among the Housing and Redevelopment Authority in and for the City of Coon Rapids and the City of Coon Rapids and Homart Development Company, dated December 27, 1988.
- (b) The City shall secure anchor tenant commitments required for a Regional Shopping Mall, as defined in Paragraph 11 of the Joint

Powers Agreement, and shall deliver written notice and copies of the commitments to the County, which commitments shall at a minimum state the name of each anchor tenant, the size of building to be built for the anchor tenant, and the estimated developer improvement cost and completion date of each building.

The conditions contained in this paragraph are in addition to conditions contained in the Joint Powers Agreement.

4. TIF COMMITMENT BY CITY

If the Riverdale Project is not built and an alternative project is built on the site using tax increment financing and the alternative project requires all or some of the improvements provided for in Exhibit D of the Joint Powers Agreement, the nature and extent of such improvements to be mutually agreed upon by the County and the City, the City agrees that it will provide TIF funds from TIF District 2-1, to the extent such funds are available, in an amount equal to 61.7 percent of the net cost and the County agrees to provide 38.3 percent of the net cost of said improvements, net cost being defined as the actual cost of such improvements less revenues from other sources, such as State contributions or special assessments.

38a

IN WITNESS WHEREOF the parties to this Addendum Agreement have hereunto set their hands on the dates so indicated.

COUNTY OF ANOKA

By:

Dan Erhart, Chairman
Anoka County Board of
Commissioners

Dated: 8-22, 1989.

CITY OF COON RAPIDS

By:

Carolyn Voss
Robert D. Lewis, Mayor
Carolyn Voss
President Pro Tem

Dated: August 8, 1989.

ATTEST:

By:

John Jay McLinden
John "Jay" McLinden
Anoka County Administrator

Dated: 8-22, 1989.

By:

Gary W. Jackson
Gary W. Jackson, City Manager

Dated: August 8, 1989.

RECOMMENDED FOR APPROVAL:

By:

Paul K. Ruud
Paul K. Ruud, County Engineer

By:

William R. Ottensman
William R. Ottensman, City Engineer

APPROVED AS TO FORM:

By:

Dan K. Clint
Dan Clint
Assistant Anoka County Attorney

By:

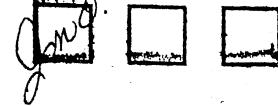
Carolyn Voss
Carolyn Voss
Coon Rapids City Attorney

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RECEIVED

SEP 18 1989

PROPOSAL FORM

IMPROVEMENT PROJECT 89-30
STREET AND STORM SEWER IMPROVEMENTS
MAIN STREET/CSAH 14
(ANOKA TO WEDGEWOOD DRIVE)

ANOKA COUNTY
HIGHWAY DEPT

Bids due on or before 10:00 AM, August 25, 1989

BIDS TO BE SUBMITTED IN DUPLICATE

City Manager
City of Coon Rapids
1313 Coon Rapids Boulevard
Coon Rapids, Minnesota 55433

Dear Sir:

Having inspected the site, drawings, and specifications as prepared for the purpose by BRW, Inc., 700 Third Street South, Minneapolis, Minnesota 55415.

Valley Paving Inc.
(Bidder Insert Company Name on This Line)

hereby proposes and agrees to furnish all labor, tools, materials and supplies to completely construct Project 89-30 for the City of Coon Rapids, Minnesota. This work is to be performed in strict accordance with the plans and specifications, including addenda number 8, 9, 10, 11, 12, issued thereto, receipt of which is hereby acknowledged for the following lump sum and unit prices.

The bidder hereby agrees to commence work under this contract on or before the date specified in the Notice to Proceed and to fully complete the project including the 30-day sod maintenance period.

Signed By:

Valley Paving Inc.
(Firm Name)

Address 8800 13th Ave. E. Shakopee MN 55379
Barbara A. Wolner (Street) (City) (State) (Zip)

By Barbara A. Wolner Barbara A. Wolner Corp. Secretary
(Name of Officer Signing) (Title)

Date August 25, 1989 Phone 612-445-8615
(Month) (Day) Year

BRW File: 168927
08/07/89

BID PROPOSAL FORM
MAIN STREET (ANOKA TO
WEDGEWOOD DRIVE)

BID SCHEDULE A - STORM SEWER

SEQ. NO./ MnDOT NO.	ITEM	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1/ 2501.515	12" RCP CL 3	LF	142.00	\$ 21.65	* 3074.30
2/ 2501.515	15" RCP CL 3	LF	63.00	\$ 22.65	* 1426.95
3/ 2501.515	18" RCP CL 3	LF	188.00	\$ 24.75	* 4653.00
4/ 0503.602	15" PIPE PLUG	EA	1.00	\$ 465.00	* 465.00
5/ 2506.509	MANHOLE 48" DIA.	EA	4.00	\$ 910.00	* 3640.00
6/ 2506.509	CATCHBASIN 24" X 36"	EA	1.00	\$ 705.60	* 705.00
7/ 2506.509	CATCHBASIN 27" DIA.	EA	1.00	\$ 635.00	* 635.00
8/	BREAK INTO EXISTING MANHOLE	EA	1.00	\$ 225.00	* 225.00
9/	REMOVE EXISTING BULKHEAD— CONNECT TO EXISTING MANHOLE	EA	1.00	\$ 225.00	* 225.00
10/	REMOVE & REPLACE EXISTING FLARED END SECTION	EA	2.00	\$ 225.00	* 450.00
11/ 2575.505	SOD. (EROSION CONTROL) INCLUDING TOPSOIL	SY	100.00	\$ 4.00	* 400.00

Subtotal: * 15,899.25

BID SCHEDULE B - STREET

SEQ. NO./ MnDOT NO.	ITEM	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1/ 2105.501	COMMON EXCAVATION	CU YD	5400.00	\$ 2.85	* 15,390.00

BID SCHEDULE B - STREET

SEQ. NO./ MnDOT NO.	ITEM	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
2/ 2105.507	SUBGRADE EXCAVATION	CU YD	1825.00	\$ 3.65	\$ 6,661.25
3/ 2105.522	SELECT GRANULAR BORROW (CV)	CU YD	1000.00	\$ 8.80	\$ 8,800.00
4/ 2104.513	SAWCUT EXISTING BIT.	LF	2300.00	\$ 2.20	\$ 5,060.00
5/ 2104.505	REMOVE BITUMINOUS PAVEMENT	SY	5135.00	\$ 2.20	\$ 11,297.00
6/ 2104.505	REMOVE BITUMINOUS BYPASS	SY	800.00	\$ 3.20	\$ 2,560.00
7/ 2104.501	REMOVE EXISTING CURB AND GUTTER	LF	350.00	\$ 3.00	\$ 1,050.00
8/ 2104.501	REMOVE EXISTING 12" CMP	EA	2.00	\$ 110.00	\$ 220.00
9/ 2211.501	REMOVE & RELOCATE EXISTING 12" CMP	EA	1.00	\$ 445.00	\$ 445.00
10/ 2211.501	AGGREGATE BASE CLASS 5	TON	1150.00	\$ 6.20	\$ 7,130.00
11/ 2211.501	AGGREGATE BASE CLASS 6	TON	2500.00	\$ 6.44	\$ 16,100.00
12/ 2331.501	ASPHALT CONCRETE SURFACE- 2331 MOD.	TON	300.00	\$ 35.00	\$ 10,500.00
13/ 2341.501	BITUMINOUS SURFACE - 2341 MOD. (INCL. OIL)	TON	1265.00	\$ 21.00	\$ 26,565.00
14/ 2331.501	BITUMINOUS PAVEMENT 2331 MOD. (INCL. OIL)	TON	1190.00	\$ 18.75	\$ 22,312.50
15/ 2357.502	BIT TACK COAT	GAL	665.00	\$ 1.35	\$ 897.75
16/ 2331.501	CONCRETE CURB AND GUTTER DESIGN B624	LF	2370.00	\$ 6.43	\$ 15,239.10
17/ 2335.501	BITUMINOUS CURB	LF	770.00	\$ 3.20	\$ 2464.00

BID SCHEDULE B - STREET

SEQ. NO./ MnDOT NO.	ITEM	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
18/	3" CONCRETE WALK	SF	200.00	\$ 2.05	\$ 410.00
19/	4" CONCRETE WALK	SF	4725.00	\$ 1.42	\$ 6709.50
20/	2" BIT. MEDIAN PAVING (2341 - 1/2" MINUS)	SF	3320.00	\$.93	\$ 3087.60
21/	CONCRETE DRIVEWAY APRON 10' RAD	LF	30.00	\$ 29.05	\$ 871.50
22/	CONCRETE DRIVEWAY APRON 15' RAD	LF	24.00	\$ 41.15	\$ 987.60
23/ 0504.602	ADJUST WATER VALVE BOX	EA	1.00	\$ 150.00	\$ 150.00
24/ 2506.522	ADJUST FRAME AND RING CASTING	EA	7.00	\$ 165.00	\$ 1155.00
25/	ADJUST INPLACE ELECTRICAL V рАУЛТ CASTING	EA	3.00	\$ 150.00	\$ 450.00
26/	RELOCATE EXISTING HYDRANT	EA	1.00	\$ 885.00	\$ 885.00
27/	PEDESTRIAN CURB RAMP 5'	EA	3.00	\$ 87.50	\$ 262.50
28/	PEDESTRIAN CURB RAMP 8'	EA	1.00	\$ 135.00	\$ 135.00
29/ 2565.511	TRAFFIC SIGNAL SYSTEM	SIG SY	1.00	\$ 81,000.00	\$ 81,000.00
30/ 0565.601	REMOVE & SALVAGE EXIST SIGNAL SYSTEM	LS	1.00	\$ 3,600.00	\$ 3,600.00
31/	TRAFFIC CONTROL FOR CONSTRUCTION	LS	1.00	\$ 18,000.00	\$ 18,000.00
32/	PAVEMENT MARKING	LS	1.00	\$ 2500.00	\$ 2500.00
33/	TRAFFIC SIGNS	LS	1.00	\$ 2850.00	\$ 2850.00
34/	CLEAR & GRUB TREE	EA	3.00	\$ 145.00	\$ 435.00
35/ 2575.535	WATER	1000GS	100.00	\$ 10.00	\$ 1000.00
36/ 2575.501	ROADSIDE SEEDING INCL. TOPSOIL	ACRE	1.50	\$ 900.00	\$ 1350.00

Subtotal: \$ 278,730.30

BID SUMMARY

BID SCHEDULE A - STORM SEWER

\$ 15,899.25

BID SCHEDULE B - STREET

\$ 278,730.30

TOTAL BID

\$ 294,629.55

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF IMPROVEMENTS
RELATED TO THE RIVERDALE PROJECT**

This Agreement is made and entered into this 20th day of December, 1988, by and between the County of Anoka, a political subdivision of the State of Minnesota, 325 East Main Street, Anoka, Minnesota, hereinafter referred to as the "COUNTY", and the City of Coon Rapids, 1313 Coon Rapids Boulevard, Coon Rapids, Minnesota 55433, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the City is considering entering into a development agreement with Homart, Inc., for the development of a regional shopping center (hereinafter referred to as "Riverdale") at the intersection of County State Aid Highway No. 9 (Round Lake Boulevard) and County State Aid Highway No. 14 (Main Street), which project would require the major reconstruction and expansion of both County and State highways, as well as construction and extension of utilities to serve Riverdale and surrounding areas; and,

WHEREAS, the City does not have sufficient funds available to pay for the cost of the improvements necessary for the development of Riverdale; and,

WHEREAS, the City has proposed to use tax increment funds generated by Riverdale within TIF Districts No. 2-1 and No. 2-2, which are created or will be created to encompass Riverdale and the surrounding properties, which TIF funds, together with funds to be contributed by the County as hereinafter set forth, and other funds of and available to the City, will be used to pay for said improvements; and,

WHEREAS, the parties hereto have agreed in principal as to the nature and extent of the improvements to be made, which improvements are described in Exhibit A, which is attached hereto and incorporated herein by reference and which are hereinafter collectively referred to as the "IMPROVEMENTS"; and,

WHEREAS, the parties hereto agree that the cost of certain of the improvements be shared by the parties; and,

WHEREAS, the parties have agreed that it is in their best interest that the City undertake the construction of the improvements on behalf of both parties, except as provided herein; and,

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise power;

NOW, THEREFORE, it is mutually stipulated and agreed as follows:

1. PURPOSE.

The parties have joined together for the purpose of constructing and/or reconstructing the roadways, bridges, drainage, sidewalk, traffic control systems, as well as other utilities on a portion of County State Aid Highway No. 9 (Round Lake Boulevard) and County State Aid Highway No. 14 (Main Street) and other improvements as described in Exhibit A and to share in the cost of certain of said improvements, as provided hereinafter.

2. METHOD

A. The City shall provide all engineering services and shall cause the construction of the improvements referred to in Exhibit A in conformance with plans and specifications to be prepared by the City and approved by the County as to the improvements to be made to the County highway system, except as hereinafter provided. The letting of bids and acceptance of all bid proposals shall be done by the City, except as hereinafter provided.

B. Notwithstanding the provisions of paragraph 2.A. above, the County shall have the right to undertake the construction engineering of any of the projects described in Exhibit A, which are made to the County highway system. To exercise the right to undertake and to cause the construction engineering of any of said projects, the County shall give the City written notice of its intention to claim a project not later than March 31st of the year of the scheduled construction of the project.

3. COSTS

A. The contract cost of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs, equipment rental required to do the work and right-of-way acquisition costs, shall constitute the actual "construction costs" and shall be so referred to herein. Construction costs shall not include the cost of right-of-way adjacent to and part of the former "Federal Hoffman property". Total Construction Costs shall include construction costs and administrative costs such as bonding expenses, legal expenses and engineering fees, provided however, that said administrative costs shall not exceed twenty six percent of the construction costs. "Estimated total construction costs" are good faith projections of costs which will be incurred for the projects.

B. Total construction costs of the Improvements described in Exhibit A range between \$22,223,000 and \$23,923,000 depending on the final design of grades, etc. The Project costs shall be paid for by special assessments in the estimated amount of \$3,949,000; TIF funds; and County contributions as hereinafter provided. The projects in which the costs are to be shared by the County and the City, the estimated total cost of each project and the maximum County participation in each project, is listed below:

PROJECT	ESTIMATED TOTAL COST	MAXIMUM COUNTY PARTICIPATION
C.S.A.H. #14 (Main Street)	\$4,000,000.00	\$2,700,000.00
C.S.A.H. #9 (Round Lk. Blvd. and Round Lake Blvd Interchange)	\$5,760,000.00	\$2,800,000.00
Burlington Northern Railroad Overpass	\$3,670,000.00	\$1,000,000.00
Maximum Total County Participation (Basic Funds)		\$6,500,000.00

C. The County has included in its Capital Improvement Program funding for part of the cost of the reconstruction and improvement of Foley Blvd. and the Bridge over Highway No. 10 through the anticipated issuance of County bonds in 1992. The estimated cost of said improvements is \$3,200,000.00, of which the County's share is \$1,700,000.00. Pursuant to the City's request, the County agrees to reallocate up to \$1,700,000.00 of its share of the cost of the Foley Blvd. Bridge Project to the Burlington Northern Railroad Overpass Project, said sum to be a part of the Basic Fund as indicated in Paragraph 3.B., and said reallocation to be subject to the terms and conditions hereinafter set forth.

The City and County are currently negotiating with MNDOT to pay for the cost of the County's share of the Foley Bridge Project in conjunction with MNDOT's anticipated improvement to Highway No. 10. If MNDOT does not agree to pay for the County's share of the cost, or agrees to pay for only a portion thereof, of the Foley Blvd. Bridge Project as part of its improvements to Highway No. 10, the City shall pay to the County, by not later than December 31, 1992, the difference between the amount of County funds reallocated from the Foley Blvd. Bridge Project which is paid to the City pursuant to this Agreement and the amount that MNDOT pays for the County's share of said project, as specified in paragraph 3.C. above.

4. LIMITATION ON COUNTY BONDING

The County intends to issue bonds to cover part of its share of the cost of construction of the projects listed in Paragraph 3.B. As of the date of this Agreement, the County cannot issue bonds to cover its portion of the costs of the projects because the County's current outstanding bonds equal or exceed the County's current legal debt limit under Minnesota Law. It is anticipated, however, that the 1989 Minnesota Legislature may enact legislation which could increase the County's legal debt limit. Provided that the Minnesota Legislature enacts legislation in 1989 that would increase the County's legal debt limit to an amount that would be, in the sole discretion of the County, sufficient to meet the County's Capital Improvement Program and/or other needs, the County shall issue bonds and/or use other funds to pay for its portion of the costs described in Paragraph 3.B. herein (hereinafter referred to as "Basic Funds"). If the Minnesota Legislature does not enact legislation in the 1989 Session that increases the County's net legal debt limit to an amount that would be, in the sole discretion of the County, sufficient to meet the County's Capital

Improvement Program and/or other needs, the County's Basic Fund obligation shall be determined as provided in Paragraph 5. below.

5. ALTERNATIVE COUNTY CONTRIBUTION IF NO BONDING

A. If the Minnesota Legislature does not enact legislation in the 1989 Session that increases the County's net legal debt limit to an amount that would be, in the sole discretion of the County, sufficient to meet the County's Capital Improvement Program and/or other needs, the City and County agree that the total costs of the Improvements described in Exhibit A will be reduced approximately \$3,500,000.00 by eliminating the Burlington Northern Railroad Overpass project and that the projects for which the costs would be shared by the County and the City, the estimated total cost of each project and the maximum County participation in each project, shall be as listed below:

PROJECT	ESTIMATED TOTAL COST	MAXIMUM COUNTY PARTICIPATION
C.S.A.H. #14 (Main Street)Funds to be diverted from East River Road Project	\$4,000,000.00	\$1,000,000.00
C.S.A.H. #9 (Round Lk. Blvd. Interchange)Bridge Bonds	\$3,760,000.00	\$2,000,000.00
Maximum Total County Participation (Basic Funds)		\$3,000,000.00

B. The County plans to construct certain improvements on East River Road in the City from Trunk Highway 610 to the Coon Rapids "Y" in 1990, for which the County's portion of the estimated cost is \$1,300,000.00. Pursuant to the City's request, the County may transfer up to \$1,000,000 of the County's estimated cost of the East River Road Project and allocate said sum to

the CSAH No. 14 (Main Street) project, said sum being part of the Basic Funds as indicated in Paragraph 5.A. It is understood and agreed that as a result of the transfer of said County funds the beforementioned improvements to East River Road shall be delayed until other funds can be obtained to replace the County money transferred to the CSAH No. 14 (Main Street) project.

6. ADDITIONAL FUNDS

In addition to the Basic Funds provided for in Paragraphs 3. or 5., the County agrees to pay to the City for the Burlington Northern Railroad Overpass improvements an additional sum (hereinafter referred to as "Additional Funds") equal to the amount that the County receives from the MNDOT program for funding railroad grade separations, provided however, that the additional funds shall be payable only upon the condition that the County receives such additional funds from MNDOT.

7. OTHER FUNDS

The City and County are negotiating with MNDOT to determine if MNDOT would pay for a portion of the costs of the improvement of the Highway No. 10 and Main Street interchange and, Highway No. 10 and Round Lake Blvd. interchange, the estimated cost of which is \$2,837,000.00 and \$3,760,000.00, respectively. Funds directly allocated and received by the County from MNDOT for the improvement of said interchanges shall hereinafter be referred to as "Other Funds".

A. If the County provides Basic Funds pursuant to paragraph 3. and receives other funds from MNDOT, the County agrees to pay to the City one-half of the other funds received from

MNDOT and the remaining one-half shall be used for the Highway No. 10 and Main Street interchange and the Highway No. 10 and Round Lake Blvd. interchange; provided that the County's Basic Fund contribution for the Main Street project shall be reduced by one-half of the other funds received from MNDOT; provided further that as a condition of receiving other funds from the County, the City shall take under its jurisdiction that part of Northdale Blvd. from Hanson Blvd. to Crooked Lake Blvd.

B. If the County provides Basic Funds pursuant to paragraph 5., receives other and additional funds from MNDOT, and the sum of the other funds and additional funds is sufficient to pay for the cost of the Burlington Northern Railroad Overpass improvement, the Burlington Northern Railroad Overpass improvement shall be included in the projects to be constructed and the County shall pay to the City the entire amount of other funds received from MNDOT for said improvement. If the sum of the other funds and additional funds is not sufficient to pay for the cost of the Burlington Northern Railroad Overpass, the other funds that the County receives from MNDOT shall be divided pursuant to paragraph 7.A., provided that as a condition of receiving other funds from the County under either of the conditions of this subparagraph, the City shall take under its jurisdiction that part of Northdale Blvd. from Hanson Blvd. to Crooked Lake Blvd.

8. COUNTY SHARE OF COST

The County's actual share of the costs (Basic Fund) shall be a sum equal to the actual total construction cost of the projects in paragraph 3. or 5., whichever is applicable, multiplied a fraction, where the numerator of the fraction is the maximum total County participation for the projects as specified in paragraph 3. or 5., whichever is applicable, and the denominator of the

fraction is the estimated total construction cost of the projects as stated in paragraph 3. or 5., whichever is applicable, provided however, that said sum shall not be greater than the amount of the maximum total County participation as indicated in said paragraphs.

9. DISBURSEMENT OF FUNDS

The County shall pay to the City the County's portion of the actual construction costs of each project (1) within 30 days after receipt of the proceeds from the bonds issued for the specified project and/or from other funding sources, or (2) within thirty days of receipt of a voucher, containing such information as the County may require, representing that payments have been made by the City on a contract or contracts for the construction of the projects for which the funds are to be used, whichever of (1) or (2) occurs later. The City shall not be entitled to any interest on funding to be provided by the County.

If the County claims a project as provided in paragraph 2.B., the City shall pay to the County the City's portion of the actual construction costs of the claimed project within forty-five days of receipt of a voucher, containing such information as the City may require, representing that payments have been made on a contract or contracts for the construction of the projects for which the funds are to be used.

10. CONTRACTOR INDEMNIFICATION AND INSURANCE

The City shall include in all of its agreements with its contractors for the construction of the improvements described in Exhibit A which involve the County highway system provisions requiring that the contractor indemnify and hold harmless the County to the fullest extent

permissible by law, the wording of said provisions to be approved by the Anoka County Attorney's Office. The City's contracts shall also include a provision requiring the contractor to purchase and maintain during the duration of the contract a policy of comprehensive general liability insurance with the following limits:

A. Limits of Liability: The insurance required under this paragraph shall be written in the following limits of liability as a minimum:

Bodily Injury: \$500,000 each occurrence, \$500,000 aggregate products.

Property Damage: \$500,000 each occurrence

\$500,000 aggregate operations

\$500,000 aggregate protective

\$500,000 aggregate products

\$500,000 aggregate contractual

B. Comprehensive Automobile Liability Insurance Covering:

a. All owned, hired, or non-owned vehicles including the loading or unloading thereof.

b. Special Requirements: The insurance required under this paragraph shall specifically include the following special hazards:

1. "Occurrence" bodily injury in lieu of "caused by accident".

2. "Occurrence" property damage in lieu of "caused by accident".

c. Limits of Liability: The insurance under this paragraph shall be written in the following limits of liability as a minimum:

Automobile Bodily Injury

\$500,000 each person

\$500,000 each occurrence

Automobile Property Damage

\$500,000 each occurrence

C. Umbrella Clause: An umbrella clause shall be written in the amount of \$2,000,000 to implement the above prime coverages and shall specifically state that the policy is written on a "occurrence" basis.

D. All insurance required under this section shall list Anoka County as an additional insured.

11. TERMINATION OF AGREEMENT BY THE COUNTY

A. The County may terminate this Agreement if the City, and the Developer of Riverdale, do not enter into a development agreement on or before December 31, 1988, which agreement provides for the development of a Regional Shopping Mall. Regional Shopping Mall means a unified, enclosed, retail shopping mall initially containing at least the following characteristics, which shall be scheduled to open not later than fall of 1992::

- (1) 600,000 or more gross square feet of heated and air conditioned space; and
- (2) either (i) two Anchor Tenants, one occupying a minimum of 75,000 gross square feet of space and one occupying a minimum of 150,000 gross square feet of space; or (ii) three Anchor Tenants, each occupying a minimum of 75,000 gross square feet of space and together occupying a minimum of 275,000 gross square feet of space; and
- (3) area designated for expansion to include at least a third and fourth or fourth Anchor Tenant, as the case may be.

B. The City shall provide copies of all agreements with the Developer of Riverdale. The County may terminate this Agreement with the City if the City modifies, alters or changes any of the terms or conditions of its agreement with the Developer of Riverdale.

12. TERM

This Agreement shall continue until (1) it is terminated as provided herein, or (2) until the construction provided for herein is completed and payments provided for herein are made, whichever of (1) or (2) shall first occur.

13. 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.

14. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City or the County in conformance with State laws. In addition, all contracts shall incorporate the MNDOT Standard Specifications, 1988 Edition.

15. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and a report of all receipts and disbursements shall be made upon request by either party.

16. SIGNALIZATION POWER

The City shall install or cause the installation of an adequate electrical power source to the service pads or poles, including any necessary extension of power lines, and upon completion of the necessary traffic control signal installations, the ongoing cost of electrical power to the signals shall be at the cost and expense of the City.

17. MAINTENANCE

Maintenance of the completed signals and signal equipment will be the sole obligation of the County. Upon completion of the improvements to the County highway system, the County shall be responsible for future maintenance of the roadways, provided however, that the City shall be responsible for the maintenance and repair of all utilities including, but not limited to, sewer, water and storm sewer.

18. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 325 East Main Street, Anoka, Minnesota, on behalf

of the County and the City Manager of Coon Rapids, 1313 Coon Rapids Boulevard, Coon Rapids, Minnesota 55433, on behalf of the City.

19. INDEMNIFICATION

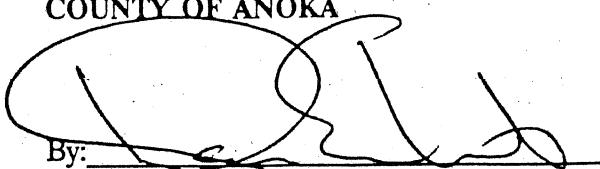
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of their respective officers, agents, or employees relating to the activities conducted by either party under this Agreement.

20. 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 agreements presently in effect between the parties relating 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 herein.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA



By: Dan Erhart, Chairman
Anoka County Board
of Commissioners

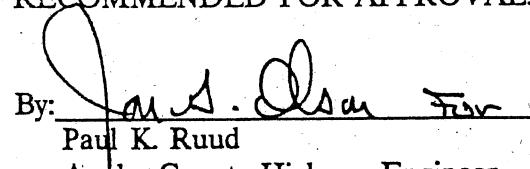
Dated: 12/20/88

ATTEST:

By: John Jay McLinden
John "Jay" McLinden
Anoka County Administrator

Dated: 12/20/88

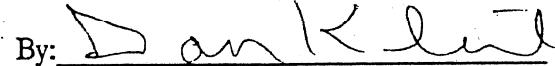
RECOMMENDED FOR APPROVAL:



By: Paul K. Ruud
Anoka County Highway Engineer

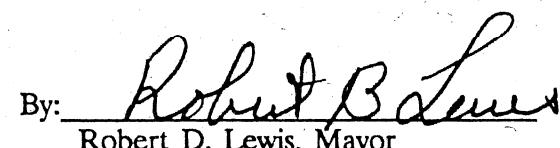
Dated: 12/20/88

APPROVED AS TO FORM:



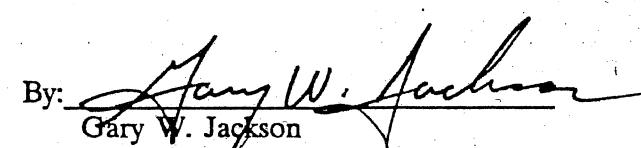
By: Dan K. Clint
Dan Clint
Assistant Anoka County Attorney

CITY OF COON RAPIDS



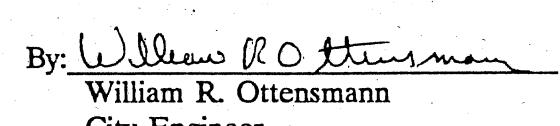
By: Robert D. Lewis
Robert D. Lewis, Mayor

Dated: 12/20/88



By: Gary W. Jackson
Gary W. Jackson
City Manager

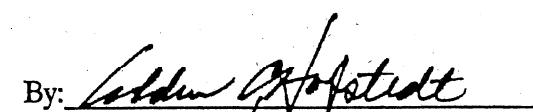
Dated: 12/20/88



By: William R. Ottensmann
William R. Ottensmann
City Engineer

Dated: 12/20/88

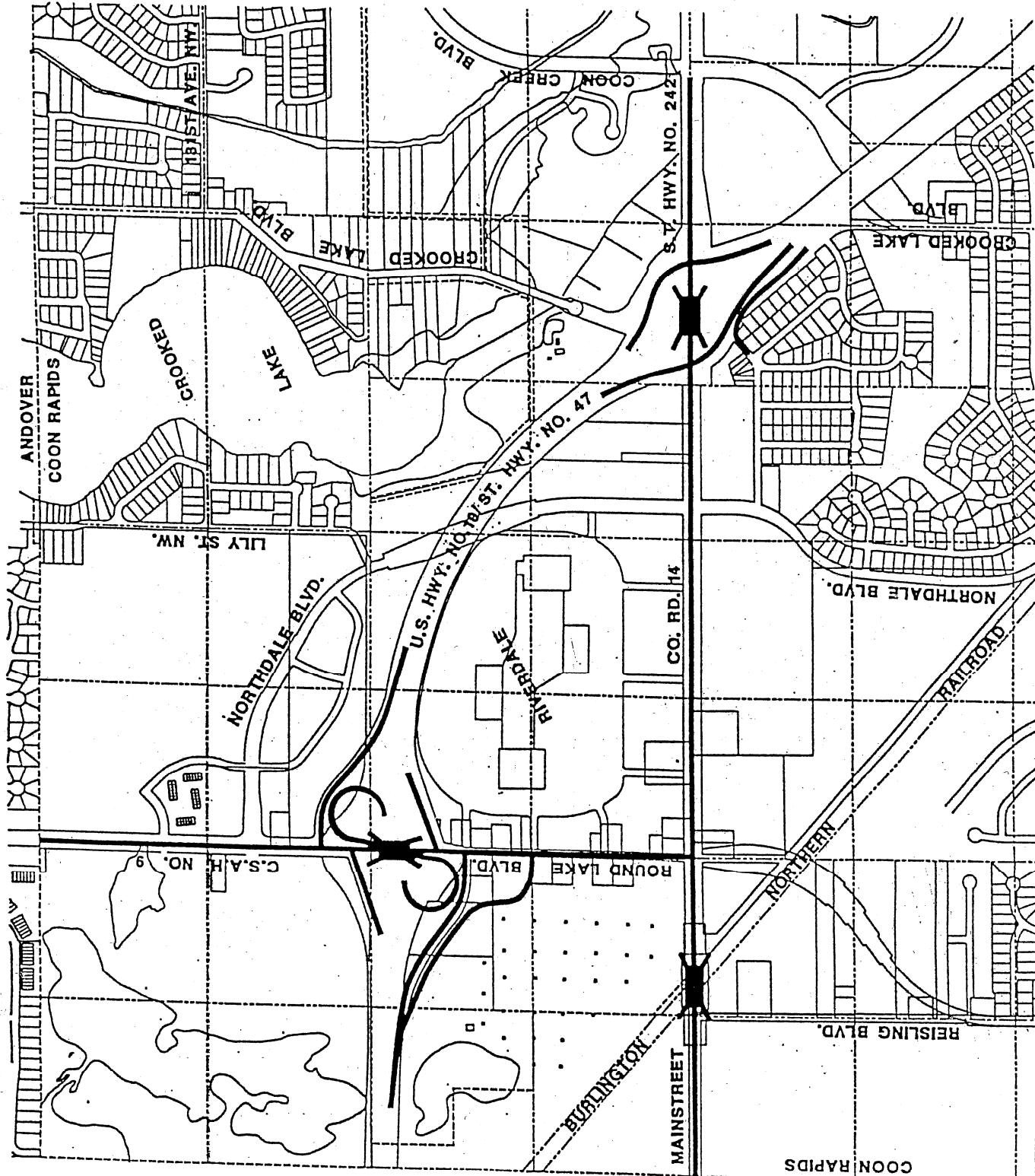
APPROVED AS TO FORM:



By: Laddie M. Hofstetler



JOINT POWERS
ROADWAY IMPROVEMENTS
IMPROVEMENT PROJECT 87-36
RIVERDALE



BIRW
TRANSPORTATION
ENGINEERING
INSTITUTE
STREETS, HIGHWAYS, WATERFRONT, AIRPORTS,
STRUCTURES, PLANTERS, PARKS, GARDENS, ETC.
PROJECTS, BUILDINGS, THEATRES, ETC.
DECEMBER, 1988 16-8728

A
EXHIBIT