

21a

**JOINT POWERS AGREEMENT  
FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS  
AT THE INTERSECTION OF COUNTY STATE AID HIGHWAY NO. 18 AND 133<sup>RD</sup> AVENUE  
IN THE CITIES OF ANDOVER AND COON RAPIDS  
Project No. CP 96-19-18**

THIS AGREEMENT is made and entered into this 6th day of October, 1997, 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 the "County" and the City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota, hereinafter referred to as the "City".

**WITNESSETH:**

WHEREAS, the parties to this Agreement desire to jointly cause the construction of traffic-actuated control signals at the intersection of County State Aid Highway No. 18 (Coon Creek Boulevard) and 133<sup>rd</sup> Avenue; and

WHEREAS, the parties to this Agreement agree that it is in their best interest that the costs of said project be shared; and,

WHEREAS, said work will be carried out in accordance with the provision of Minn. Stat. § 471.59.

NOW, THEREFORE, it is mutually stipulated and agreed:

**PURPOSE:**

The County and City have joined together for the purpose of installing a traffic control system at the intersection of County State Aid Highway No. 18 (Coon Creek Boulevard) and 133<sup>rd</sup> Avenue, as described in the plans and specifications numbered 96-19-18 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

**II. METHOD:**

The County shall provide all engineering services and shall cause the construction of Anoka County Project No. 96-19-18, Andover Project Nos. 198-020-13 (18), 198-109-02 (133<sup>rd</sup> Avenue.), Coon Rapids Project Nos. 114-020-13 (18), 14-112-09 (133<sup>rd</sup> Avenue) in conformance with said plans and specifications. The letting of bids and the acceptance of all bid proposals shall be done by the County.

**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. The estimated costs are attached as Exhibit A, and incorporated herein by reference.

B. The City of Coon Rapids shall pay 50% of all EVP costs.

C. The estimated cost to the City is shown in Exhibit "A" and below. The total estimated cost to the City is based on the actual costs of construction and the City's share as provided for in Exhibit B:

Construction	\$34,416.67
<u>Engineering (8%)</u>	<u>2,753.33</u>
Total Estimated City Cost	\$37,170.00

D. The total estimated cost to the City for the project is \$37,170.00 as shown on the attached Exhibits A and B. The City shall pay for engineering services at a rate of eight percent (8%) of its actual construction costs. The City's share of the project shall include only construction and engineering and does not include administrative or other expenses incurred by the County.

E. Upon award of the contract, the City shall pay to the County, upon written demand by the County, 95% of its portion of the construction costs of the project estimated at \$37,170.00.

F. 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 95% charged will be made in the form of a credit or additional charges to the City's share. Also, the remaining 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 District pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

#### CONTRACTS AND PURCHASES:

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to state laws.

#### 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.

#### SIGNALIZATION POWER:

The City, along with the City of Andover, shall, at their sole expense, install or cause the installation of an adequate electrical power source to the service pad or pole for the intersection of County State Aid Highway No. 18 and 133<sup>rd</sup> Avenue, including any necessary extensions of power lines. The Cities shall be the lead agency in this matter. Upon completion of said traffic control signal installation, the ongoing cost of electrical power to the signal shall be the sole cost and expense of the two cities. The City shall draft and enter into an agreement with the City of Andover for the same. The City shall provide a signed copy of this

Agreement to the County.

#### MAINTENANCE:

A. The County Highway Department shall maintain the completed signal and signal equipment will be the sole obligation of the County.

B. The County Highway Department shall maintain the traffic signal controller, traffic signal lamps, loop detectors and associated wiring of the traffic control system at the sole obligation of the County.

C. Painting of the traffic signal system will be the sole obligation of the County

D. All the timing of the traffic control signal shall be determined by the County.

E. Only the County shall have access to the controller cabinet.

F. The traffic control signal shall be the property of the County.

G. The City and the City of Andover will be responsible for any electrical power installation and ongoing power cost, construction costs, luminaire relamping, maintenance, and painting.

#### 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.

#### XI. AFFIRMATIVE ACTION:

In accordance with the County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, marital status, public assistance status, age, disability or national origin.

#### XII. NOTICE:

For purpose of delivery of any notices hereunder, 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 the City Manager of the City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota, 55433, on behalf of the City.

#### 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 activity conducted by either party under this Agreement.

**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 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.

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IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: [Signature]  
Dan Erhart, Chairman  
County Board of Commissioners

Dated: 4-14-98

ATTEST

By: [Signature]  
John "Jay" McLinden  
County Administrator

Dated: 4-14-98

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
Jon G. Olson, PE  
County Engineer

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

APPROVED AS TO FORM

By: [Signature]  
Dan Klint  
Assistant County Attorney

Dated: 4-15-98

CITY OF COON RAPIDS

By: [Signature]

Name: William F. Thompson

Title: Mayor

Dated: March 4, 1998

By: [Signature]

Name: Gerald G. Splinter

Title: City Manager

Dated: March 4, 1998

## **EXHIBIT A**

**Joint Powers Agreement for the Installation of Traffic Control Signals  
At the Intersection of County State Aid Highway No. 18 and 133<sup>rd</sup> Avenue  
in the Cities of Andover and Coon Rapids**

**Estimated costs for County Project No. 96-19-18 are as follows:**

Fully-Actuated Traffic Control System	\$81,250.00
Control Cabinet	\$10,000.00
Engineering	<u>\$ 7,300.00</u>
Sub-Total	\$98,550.00
 EVP	 \$ 8,000.00
<u>Engineering for EVP</u>	<u>\$ 640.00</u>
EVP Sub-Total	\$ 8,640.00
 Total Estimated Cost	 <b>\$107,190.00</b>
  Andover Share (16 2/3% plus 1/4 of 66 2/3%) + 1/2 EVP	  \$37,170.00
Coon Rapids Share (16 2/3% plus 1/4 of 66 2/3%) + 1/2 EVP	\$37,170.00
 <u>County Share (33 1/3%)</u>	 <u>\$32,850.00</u>
 Total Estimated Cost	 <b>\$107,190.00</b>

EXHIBIT B

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**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>
Bikeways	0	100 %
Concrete Curb and Gutter	50 %	50 %
Concrete Sidewalk	0	100 %
Concrete Sidewalk Replacement	100 %	0
Concrete Curb and Gutter for Median Construction	100 %	0
Concrete Median	100 %	0*1
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	0*6	100 %
Traffic Signals (communities larger than 5,000)	1/2 the cost of its legs of the intersection	the cost of its legs of the intersection plus 1/2 the cost of the County legs of the intersection
Traffic Signals (communities less than 5,000)	100 %	0*3
Engineering Services	*4	*4
Right-of-Way	100 %	0*5
et Lights	0	100 %

\*1 The County pays for 100 % of a Standard Median Design such as plain concrete. If a community requests decorative median such as red brick, stamped concrete, or exposed aggregate concrete the City will pay the additional cost above the cost of standard median.

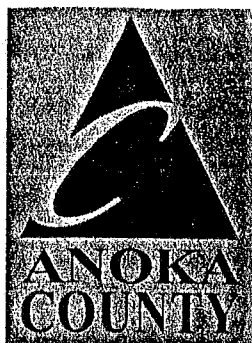
\*2 In the event no State Aid is being used, drainage cost shares will be computed by proportions of total area to County area where the area of the road right-of-way is doubled prior to performance of the calculations.

\*3 In communities less than 5,000 people the County pays for 100% of the cost of the traffic signal effective March 1986. The County collects on behalf of the cities (less than 5,000) "Municipal State Aid Dollars" since they do not themselves qualify for state aid funds. These funds are used to pay the City Share.

\*4 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.

\*5 In the event that the City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the City participates to the extent an agreement can be reached in these properties. For instance, a City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the 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 City requesting the alignment. In addition, any costs including right-of-way costs incurred by the County because a City did not acquire sufficient right-of-way during the platting process or on new alignments shall be paid by the City.

\*6 The County will replace all driveways in-kind. Upgrades in surfacing (i.e. gravel to bituminous; bituminous to concrete) shall be at 100 % expense to the City.



# COUNTY OF ANOKA

DIVISION OF PUBLIC SERVICES

*Accounting & Contracts Administration*

## HIGHWAY DEPARTMENT

1440 Bunker Lake Blvd. NW • Anoka, Minnesota 55304

- GIS
- Highway
- Parks

- Solid Waste
- Surveyor
- Transit

**ALONZO J. FERNANDEZ**

Contracts Administration

Direct # (612) 862-4212

Fax # (612) 862-4201

ajfernand@PUBSERV.CO.ANOKA.MN.US

April 24, 1998

## ORIGINAL AGREEMENT

**CITY OF COON RAPIDS**

11155 Robinson Drive

Coon Rapids, MN 55433

**Attention:** Mr. Steven D. Gatlin, City Engineer

**Subject:** Letter of Invoice and Fully Executed Joint Powers Agreement for the City of Coon Rapids' share of cost for participation in the Installation of Traffic Control Signals at the Intersection of CSAH No. 18 (Coon Creek Blvd.) and 133RD Avenue in the Cities of Coon Rapids and Andover.

**Reference:** (a) Anoka County Project No. 96-19-18  
(b) Anoka County Board of Commissioners Approval on October 6, 1997 to enter in agreement w/the City of Coon Rapids.  
(c) Anoka County Letter dated February 13, 1998 w/JPA No. 980508 for signing by the City of Coon Rapids, MN.  
(d) Anoka County Letter dated February 23, 1998 w/revised JPA.  
(e) Receipt of signed JPAs from City of Coon Rapids on February 23, 1998  
(f) Anoka County Board of Commissioners Award on April 14, 1998 to Killmer Electric Co., Inc.

**Enclosure:** Anoka County Joint Powers Agreement No. 980508 dated October 6, 1997 (Fully Executed Original).

Dear Mr. Gatlin,

Pursuant to References (a) - (f), the Enclosure joint powers agreement, fully executed, is provided for your records and retention. In accordance with the terms of the agreement, the county has awarded the Subject project to Killmer Electric Co., Inc. Therefore, the county requests 95% of the city's portion of costs which amounts to Thirty Five Thousand Three Hundred Eleven Dollars and 50/100s (\$35,311.50). Payment is due by May 25, 1998.

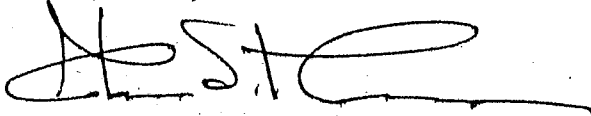
In preparing your remittance to the "County", please refer to Anoka County Joint Powers Agreement No. 980508 and make your payment payable to:

Attention: **Anoka County Highway Department**  
and address to: 1440 Bunker Lake Boulevard NW  
Andover, Minnesota 55304

**Payment of \$35,311.50 is due by May 25, 1998.**

If you have any questions regarding the agreement or the terms therein, please do hesitate to contact the undersigned for assistance.

Respectfully,



Alonzo J. Fernandez  
Contracts Administration

AJF/af/coonrpds.035

**Copy Routed to:**

- ☐ Jon G. Olson, PE, Anoka County Engineer
- ☐ Douglas W. Fischer, PE, Assistant County Engineer
- ☐ Mark Daly, PE, Construction Engineer
- ☐ Jane Pemble, Traffic Engineer
- ☐ Randy Barney, Traffic Services Supervisor - Controls
- ☐ Fred Edstrom, Pubic Services Supervisor
- ☐ Mike Kelly, Chief Right-of-Way Agent
- ☐ Project 96-19-18, JPA No. 980508 w/City of Coon Rapids

**Affirmative Action / Equal Opportunity Employer**

