

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 14
(MAIN STREET) BETWEEN CRANE STREET AND ULYSSES STREET
IN THE CITIES OF COON RAPIDS, MN AND BLAINE, MN
(SP 02-614-34, 114-020-044, 114-114-006)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 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, a municipal corporation under the laws of the State of Minnesota, 11155 Robinson Drive NW, Coon Rapids, Minnesota, hereinafter referred to as the "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 14 (Main Street) from Crane Street to Ulysses Street and,

WHEREAS, said parties mutually agree that County State Aid Highway 14 between Crane Street and Ulysses Street is in need of reconstruction; and,

WHEREAS, the County has contracted for Design-Build services for the design and construction of County State Aid Highway 14 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 14 between Crane Street and Ulysses Street 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, trail, bridge over BNSF, and traffic control signal systems at the intersections of Avocet Street, Foley Boulevard, and University Avenue, as well as other utilities on a portion of County State Aid Highway 14 from Crane Street to the east city limits as described in the layout. The County project number for the reconstruction is SP 02-614-34, the City project numbers are SAP 114-020-044 and SAP 114-114-006. Said layout is filed in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall cause the construction of Anoka County Project SP 02-614-34, City project numbers S.A.P. 114-020-044 and SAP 114-114-006, in conformance with the proposed layout and Mn/DOT specifications.

IMPROVEMENTS

It is agreed by the parties that in 2011 and 2012 CSAH 14 will be reconstructed to a 4-lane divided roadway. The roadway will have a concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: traffic signal installation at Avocet Street, Foley Boulevard, and University Avenue, right and left turn lanes, thru lanes, shoulders, curb & gutter, storm sewer and bituminous trail. The costs of these improvements have been estimated and agreed to by the City, Anoka County and MnDOT.

As this is a MnDOT turnback route with a lump sum bid, and due to the nature of the Design Build process, no price adjustments will be made to the established and agreed upon costs after the execution of this agreement by the City and County.

INTERSECTIONS:

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

Main Street/Avocet Street: Full Access Intersection with traffic signal
Main Street/Olive Street: Right In/Right Out
Main Street/Foley Boulevard: Full Access Intersection with traffic signal
Main Street/Flintwood Street: Right In/Right Out
Main Street/University Avenue: 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 the right of way and easements may not be in legal possession of the County prior to acceptance of bids for the project, but no work will commence on private property until the County establishes ownership. 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 the traffic control signal systems at CSAH 14 and Avocet Street, at CSAH 14 and Foley Boulevard and at CSAH 14 and University Avenue are to be reconstructed and modified with this project. The parties agree that the cost of the reconstruction of these signals will be a lump sum amount per signal agreed upon by the City and Anoka County. This cost share will be based on the standard County Cost share policy on City and County legs, with the exception of CSAH 14. All signal costs on CSAH 14 legs will be the sole responsibility of the County and will be paid for with MnDOT turnback funds.

BITUMINOUS TRAIL:

The parties agree that the construction of the bituminous trail along the south side of the roadway is eligible for State turnback funds. This trail location has been agreed to by the City. No changes in location can be made after the execution of this JPA.

TRAFFIC CONTROL:

The parties understand and agree that segments of CSAH 14 will be closed to thru traffic at various times during the construction, but properties that reside directly adjacent to the project will always have access to their property.

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, are to be the sole responsibility of the City.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City includes landscaping or streetscape features in the project, they shall supply the necessary specifications for inclusion into the design build books. The cost of these improvements shall be negotiated and agreed upon and included in this JPA when executed.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations. Due to the Design Build project delivery method on this project, the contractor/design consultant team (and not 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 City shall approve the design. The City shall provide construction observation at its own expense for the relocation and reconstruction of their utilities and provide approval for their acceptance for the work as it is completed.

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. Due to the Design Build delivery method being utilized on this project, the City cost share will be based on estimated costs, approved by the City.

The estimated construction cost of the total project between Crane St in Coon Rapids and Ulysses St in Blaine, is \$32,000,000.

The total estimated construction cost to the City is \$248,014. This cost includes traffic signals cost share (with MnDOT turn back funds covering 100% of the CSAH 14 legs), and the City requested

concrete sidewalk along the east side of Foley Blvd. The remainder of the project is to be paid for by MnDOT turnback funds, Anoka County and the City of Blaine.

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$248,014. The estimated cost to the City for construction engineering is \$19,841. In summary, the total City share of this project is \$267,855 (includes construction and construction engineering costs).

Upon award of the contract, the City shall pay to the County, upon written demand by the County, one hundred percent (100%) of its portion of the cost of the project estimated at \$267,855.

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 cabinets for the 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), 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 and Anoka County Parks and Recreation Department. The City shall be responsible for general routine maintenance, such as, sweeping, clearing, plowing, trash removal and other incidental items. The County Parks and Recreation Department shall be responsible for long-term maintenance, such as bituminous overlays, crack sealing and replacement. Trail signage will be provided by and maintained by the County Parks and Recreation Department.
- D. Maintenance of crosswalk pavement markings shall be the responsibility of the City and the County. The County will be responsible for maintenance of the crosswalk pavement markings on Main St (CSAH 14) and the crossing at University Avenue (CSAH 51). The City will be responsible for all crosswalk pavement markings for the crossings on all city cross 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 shall be the sole obligation of the County.
- G. The County shall maintain the said traffic signal controllers, traffic signal 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 signals 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 signals shall be determined by the County.
- J. Only the County shall have access to the controller cabinets.
- K. The traffic control signals 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 Systems shall be immediately reported to the County.
- P. All timing of said EVP Systems shall be determined by the County.
- Q. In the event said EVP Systems 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 Systems. Upon removal of the EVP Systems 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 NW, Coon Rapids, MN 55449, 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
Rhonda Sivarajah, Chair
County Board of Commissioners

Dated: 1/27/11

ATTEST:

By: Terry L. Johnson
Terry L. Johnson
Anoka County Administrator

Dated: 1/27/11

RECOMMENDED FOR APPROVAL:

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

Dated: 1/26/11

APPROVED AS TO FORM:

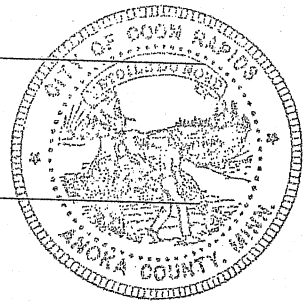
By: Dan Klint
Dan Klint
Assistant Anoka County Attorney

Dated: 2-1-11

CITY OF COON RAPIDS

By: Tim Howe
Tim Howe
Mayor

Dated: 12/7/10



By: Matt Fulton
Matt Fulton
City Manager

Dated: 12/8/10

By: Steve Gatlin
Steve Gatlin
Public Services Director

Dated: 12/9/10

By: Stoney Hiljuls
Stoney Hiljuls
City Attorney

Dated: 12/8/10