

**JOINT POWERS AGREEMENT
FOR THE INTERSECTION IMPROVEMENT PROJECT AT THE INTERSECTION
OF CSAH 11(NORTHDALE BLVD NW) AND REDWOOD ST NW
IN THE CITY OF COON RAPIDS, MN
(SAP 002-611-035, SAP 114-020-051 CP 15-15)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 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 improve the intersection of CSAH 11 (Northdale Blvd NW) and Redwood St NW) and,

WHEREAS, said parties mutually agree that the intersection of CSAH 11 and Redwood St NW is in need of improvement; and,

WHEREAS, the City’s consultants, WSB & Associates and SEH, have prepared preliminary design plans for the intersection improvement project at CSAH 11 and Redwood St NW in accordance with Anoka County and the Minnesota Department of Transportation standards; and,

WHEREAS, the County has jurisdiction over County State Aid Highway 11; and,

WHEREAS, the City has jurisdiction over Redwood St 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 adding turn lanes to all four legs of the intersection and installing a signal system as described in the preliminary design plans. The County project number for the reconstruction is SAP 002-611-035 the City project numbers are SAP 114-020-051 and CP 15-15. Said engineering plans are filed in the office of the City Engineer at the Coon Rapids City Hall and incorporated herein by reference.

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of County State Aid Project No. 002-611-035 at the intersection of CSAH 11 (Northdale Blvd NW) and Redwood

St 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 October 20, 2014 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 City shall cause the construction of Anoka County Project SAP 002-611-035 and City project numbers SAP 114-020-051 and CP 15-15 in conformance with proposed engineering plans and specifications.

IMPROVEMENTS

It is agreed by the parties that in 2016 turn lanes will be constructed at the intersection of CSAH 11 and Redwood St NW. Improvements include but are not limited to: roadway widening, traffic signal installation, turn lanes, curb & gutter, storm sewer, sidewalk, mill & overlay, and reclaim and overlay. 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.

RIGHT OF WAY:

The parties agree that the City 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 County street intersections beyond what is defined in the Exhibit “A” Layout will be the responsibility of the County. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the City prior to acceptance of bids for the project. Any City owned property or easements along CSAH 11 that are required for construction will be conveyed to the County at no cost. Any County owned property or easements required for the construction will be incorporated into the project at no cost.

TRAFFIC SIGNALS:

The parties agree that a traffic control signal will be installed with this project. The parties agree that the cost of constructing the signal 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 costs to the County.

Following construction, the ongoing traffic signal maintenance will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the City of Coon Rapids reimbursing the County 100% for all ongoing EVP maintenance, the City of Coon Rapids 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

DRAINAGE:

The City and County agree to share in the cost of the required storm sewer system for the project. The City portion will total 75% of the storm sewer costs, and the County will pay the remaining 25% of the storm sewer costs.

TRAFFIC CONTROL:

The parties understand and agree that the intersection of CSAH 11 and Redwood St NW is currently proposed to be open to thru traffic during construction except for miscellaneous short term closures, 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 75% of a prorated share of total project costs, and the County shall be responsible for the remaining 25%.

DRIVEWAYS:

The parties agree that all driveways affected by the Project will be reconstructed in kind at 100% project cost with the cost of any upgrades requested by the City, 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 will be at the expense of the City. All construction documents must be submitted to the County for review and comment prior to project bidding. 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 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 for review and comment prior to project bidding.

PERMITS:

The parties agree that the City will secure all necessary permits for this Project. The County agrees to coordinate with the City in securing the permits required by the Coon Creek Watershed District, County permits, as well as any other permits that may be required. The City also requests that the County inform the City of any ordinances or County regulations that affect construction at the time of the signing of this JPA (e.g. setbacks, tree clearing ordinances, or any other County 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 \$1,041,143.60.

The total estimated construction cost to the County is \$260,285.90.

The County participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$260,285.90. The estimated cost to the County for construction engineering is \$20,822.87. In summary, the total County share of this project is \$281,108.77 (includes construction and construction engineering costs).

Upon 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 \$267,053.33. Prior to billing, this estimate will be updated by the City to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the County at the time of billing. The County'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 City.

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. Also, the remaining five percent (5%) of the County's portion of the construction costs shall be paid.

The County will also be providing traffic signal components that will be installed under the contract administered by the City. Such items include a controller and cabinet, and EVP components, which are estimated at \$35,000. The actual cost of County supplied items will be deducted from their cost participation.

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 a report of all receipts shall be made upon request by either party. Prior to County payment to the City, Coon Rapids shall provide the County a copy of all cost participation documents to assist the County in their application for County State Aid 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 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 and cause the installation of an adequate electrical power source to the service cabinet for the previously mentioned CSAH 11 at Redwood Street NW 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 installations, the ongoing cost of the electrical power to the signals 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 on CSAH 11), 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 crosswalk pavement markings on City streets shall be the responsibility of the City. The County will be responsible for all crosswalk pavement markings for the crossings at all County streets.
- D. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- E. Maintenance of the completed traffic control signals and signal equipment at the intersection of CSAH 11/Redwood Street NW shall be the sole obligation of the County.
- F. The County shall maintain the said traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- G. 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.

- H. Timing of the traffic signal shall be determined by the County.
- I. Only the County shall have access to the controller cabinet.
- J. The traffic control signal shall be the property of the County.
- K. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- L. 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.
- M. 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.
- N. Malfunctions of the EVP System shall be immediately reported to the County.
- O. All timing of said EVP System shall be determined by the County.
- P. 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 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: _____

CITY OF COON RAPIDS

By: _____
Jerry Koch
Mayor

Dated: _____

ATTEST

By: _____
Jerry Soma
County Administrator

Dated: _____
RECOMMENDED FOR APPROVAL

By: _____
Matt Stemwedel
City Manager

Dated: _____

By: _____
Douglas W. Fischer, P.E.
County Engineer

Dated: _____

By: _____
David Brodie
City Attorney

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

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%,	0%
	Unless existing trail not placed at edge of R/W	
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.