JOINT POWERS AGREEMENT FOR THE IMPLEMENTATION OF THE LOWER SAND CREEK CORRIDOR RESTORATION PROJECT

This Agreement is made and entered into this ____ day of ______________, 2018, by and between the Coon Creek Watershed District, a metropolitan watershed district and political subdivision of the State of Minnesota, 12301 Central Avenue NE Suite 100, Blaine, Minnesota 55434, hereinafter referred to as the "District", and the City of Coon Rapids, a Minnesota municipal corporation, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, The District and the City share a common interest in improving water quality in Sand Creek located within the City of Coon Rapids and within the Coon Creek Watershed District; and

WHEREAS, The District intends to implement a corridor restoration project in Lower Sand Creek between the BNSF railroad and Xeon BLVD, to reduce erosion and improve aquatic habitat and the City is in agreement to said project; and

WHEREAS, The District has been awarded federal and state grant funding to design and construct this water quality improvement project; and

WHEREAS, Minnesota Statutes section 471.59 authorizes political subdivisions of the State of Minnesota to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED AS FOLLOWS:

I. PURPOSE
The District and City agree that it is mutually beneficial for the District to undertake the implementation of the corridor restoration project ("Project") to reduce erosion and improve aquatic habitat in Sand Creek.

II. METHODS
A. Preliminary Planning/Approval
The District, in consultation with the City, shall provide for the planning, engineering, construction, and construction administration for the Project.

B. Design
The District shall be responsible for all engineering and design services and will prepare plans and specifications for the Project in consultation with the City. The District shall not go out for bids until such time as the City has approved, in writing, the plans and specifications for the Project. 60% Design Plans developed by the District Engineer are attached as Exhibit A.

C. Bidding/Construction
The District shall do the calling for all bids and the accepting of all bid proposals, and shall cause the construction of the Project in conformance with the approved plans and specifications. The award of the bid to the lowest responsible bidder shall be made in consultation with the City prior to the execution of the construction contract. After receipt of all necessary governmental approvals, the District shall cause the commencement of the Project’s construction and shall manage the Project through to completion.

III. COST ALLOCATION

A. The total estimated cost of completing the Project is $464,721.00. The District is responsible for 100% of the Project costs. The District has received a grant from the United States Environmental Protection Agency in the amount of $269,563 and a grant from the Minnesota Board of Water and Soil Resources in the amount of $195,158 and will apply these funds towards the total Project costs incurred.

B. The City shall not be held responsible for any direct Project costs, but may incur minimal costs for City staff time related to Project coordination.

IV. SITE ACCESS

The City agrees to grant the District and its contractors and agents access to the portions of the Project site on City-owned land for Project construction and future maintenance as outlined in the Operations and Maintenance plan attached in Exhibit B. The City agrees that the District may install interpretative signage at the Project site to educate visitors on aquatic ecosystems, water quality, and best management practices.

V. TERM / TERMINATION

This Agreement shall continue in full force and effect for the expected life span of the project, 15 years post-construction, or until terminated as hereinafter provided.

VI. CONTRACTS AND PURCHASES

A. All contracts let and purchases made pursuant to this Agreement shall be made by the District in conformance to State laws. All contracts shall contain the following indemnification paragraph:

i. The Contractor agrees that it will hold harmless, indemnify, and defend Coon Rapids, its council members, officers, agents and employees against any and all claims, expenses, losses, damages or lawsuits for damages arising from or related to the negligent provision, or failure to provide, services hereunder.

B. All contracts shall include the insurance requirements as set forth in Exhibit C, which is attached hereto and incorporated herein.

VII. STRICT ACCOUNTABILITY

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

VIII. MAINTENANCE OF IMPROVEMENTS
The District will assume responsibility of all future maintenance of the Project components as outlined in the Operations and Maintenance plan attached in Exhibit B.

X. **NOTICE**
For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the District Administrator, 12301 Central Avenue NE Suite 100, Blaine, Minnesota 55434, on behalf of the District, and to the City Manager for the city of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, on behalf of the City.

XI. **INDEMNIFICATION**
The District and City 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.

XII. **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.

XIII. **GOVERNMENT DATA PRACTICES**
The District and City will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, as it applies to all data created, collected, received, stored, used, maintained or disseminated by the District or the City under this Agreement.

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

Coon Creek Watershed District:  
By: ___________________________  
Anthony Wilder  
President, Board of Managers  
Dated: _________________________

CITY OF COON RAPIDS:  
By: ___________________________  
Jerry Koch  
Mayor  
Dated: _________________________

By: ___________________________  
Tim Kelly  
District Administrator  
Dated: _________________________

By: ___________________________  
Matt Stemwedel  
City Manager  
Dated: _________________________
CONSTRUCTION PLANS FOR
SAND CREEK STREAM RESTORATION

PREPARED FOR
COON CREEK WATERSHED DISTRICT

FEBRUARY 2017

PROJECT VICINITY MAP

WARNING:

The contractor shall be responsible for calling for locations of all existing utilities. They shall cooperate with all utility companies in maintaining their service and/or restoration of lines.

The contractor shall contact cooperates one call at 800-258-2122 or 608-558-2122 for the location of all underground services. The contractor shall repair or replace any service that damaged during construction at his cost to the owner.

Responsible partner: Exceptional site inc.
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WILL BE COMPLETED WITH FINAL DESIGN
FY17 CWF Lower Sand Creek Corridor Restoration

Operations and Maintenance Plan

Project location:
2900 feet of Lower Sand Creek between Xeon Blvd and BNSF Railroad in Coon Rapids, MN.

Project description:
A combination of bioengineering and hard-armoring practices will be implemented to stabilize 4200 linear feet of eroding stream bank along a ½-mile section of Lower Sand Creek. Root wads, log toes, and cedar revetments will be used to direct flow and create habitat features. Vegetated riprap will be used in areas of high shear stress and adjacent to trail infrastructure. Six grade stabilization cross vanes will be installed to reduce channel incision and create riffle-pool sequences. The stream will also be reconnected to up to three former oxbows to create backwater habitats. Additionally, tree thinning and buckthorn removal along the project reach will allow sunlight to penetrate the overgrown canopy and promote the growth of low-lying, deep-rooted vegetation along bare streambanks and riparian areas. These efforts will be complemented by seeding unvegetated areas with a pollinator-friendly native seed mix following BWSR guidelines for native vegetation establishment.

Owner/responsible party:
Portions of the project area are privately owned, however the entire project is within city park and/or Coon Creek Watershed District (CCWD) drainage easement. CCWD is responsible for inspection and maintenance. A Joint Powers Agreement between the CCWD and City and Coon Rapids allows the District access to the project site for construction and maintenance for the expected lifespan of the project (15 years).

The CCWD maintains a full-time staff and District Engineer (Wenck) with expertise in multiple-use resource management, hydrology, aquatic biology, outreach/education, and environmental regulations. CCWD staff has extensive experience working on stream restoration projects. Beyond the term of this grant, for the entire expected life of the project, the CCWD is committed to ongoing maintenance of all proposed BMPs as part of its operations and maintenance program.

O&M activities that are likely to be required for the project
Vegetation management (weeding, reseeding, down/hazardous tree removal, storm clean up)
Structure repairs (reposition riprap, better anchor logs/root wads, reconstruct cross vanes, etc.)
Erosion repairs (reinstall silt fence, grading, armoring, vegetating, etc.)
Signage (repair/replace damaged/lost signs, update message, etc.)

O&M needed for the watershed contributing to the project
Active park/trail system maintenance
Street sweeping
City stormwater inspection program
**Inspection schedule required**
Weekly during construction
Monthly/as-needed for the first year
Annually for first 5 years
Every 5 years thereafter for a minimum of 15 years (anticipated lifespan of practices)

**How and when to accomplish all activities**
CCWD staff inspect per schedule above using established protocols (Attachment A)
Inspect project area
Identify and prioritize maintenance needs
Annually budget for required maintenance
Follow project management procedures (Attachment B)

**Contact information should questions or issues arise**
Jon Janke
Operations and Maintenance Coordinator
12301 Central Ave NE Suite 100
Blaine MN, 55434
(763) 755-0975
jjanke@cooncreekwd.org

**Additional inspection and maintenance resources:**
CCWD Comprehensive Management Plan [www.cooncreekwd.org](http://www.cooncreekwd.org)
Plants for stormwater design [https://www.pca.state.mn.us/water/plants-stormwater-design](https://www.pca.state.mn.us/water/plants-stormwater-design)
BWSR Pollinator Toolbox [http://www.bwsr.state.mn.us/practices/pollinator/](http://www.bwsr.state.mn.us/practices/pollinator/)
**Attachment A-Inspection procedures**

During construction, establish photographic points looking upstream and downstream so each segment has two photos. Have the photo record prior to, during, and immediately post-construction. GPS the points or establish landmarks.

Annually, for five years following construction, inspect the Project reach for repair needs and take photos at the photo points. After five years, inspect once every 5 years on the same schedule as the required ditch maintenance inspection rotation. The first year after construction completion, the work will be in the construction warranty phase unless an additional maintenance period is in the bid.

Note the following:

1. **Bare ground**
2. **Revegetation Composition.** Note invasive species outbreaks that are undesired and/or threaten the ground vegetation, also watch for seedling/sapling growth and determine if it’s desired or not.
3. **Fallen trees, limbs or other material causing erosion and needing removal.**
4. **Exposed or failing bank stabilization practices such as vegetated riprap, riprap, boulders, log vanes, revetments.**
5. **Pipe entrances into the creek, sediment deposition, and scour.**

Prepare an inspection report and if repair work is needed, prepare a work order and contract with the annual ditch maintenance contractor.
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<th>Status</th>
<th>Task</th>
<th>Detail</th>
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<td>Project identification</td>
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<td>Preliminary estimate</td>
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<td>Design</td>
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<td>Work plan</td>
<td>Public involvement plan</td>
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<td>Inform Board</td>
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<td>Neighborhood meeting</td>
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<td>Inspect/survey site</td>
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<td>Determine BMP, significance and alternatives</td>
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<td>Review plans and specifications</td>
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<td>Stakeholder communication</td>
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<td>Final Plans and Specifications</td>
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<td>Contract</td>
<td>Stakeholder agreement</td>
<td>Permitting</td>
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<td>Prepare quote/bid documents</td>
<td>Public hearing</td>
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<td>Present proposal to Board</td>
<td>Publish request for quotes/bids</td>
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<td>Prequote/bid meeting</td>
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<td>Addenda</td>
<td>Return bid securities (except three lowest)</td>
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<td>Receive quotes/bid opening</td>
<td>Request qualification of bidder</td>
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<td>Review quotes/bids</td>
<td>Return bid securities (second and third lowest)</td>
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<td>Award bid and contract</td>
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<td>Award contractor</td>
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<td>Partial payment(s), receipts, IC134 and payroll certificates</td>
<td>Contractor submittals</td>
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<td>Ongoing monitoring</td>
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EXHIBIT C
CONSTRUCTION/MAINTENANCE
INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain in full force for the duration of the contract the insurance designated as follows.

Worker's Compensation: The Contractor shall take out and maintain during the life of the contract, Worker's Compensation Insurance for all of his employees employed at the work site. If any employees are engaged in hazardous work not covered by Worker's Compensation Insurance, the Contractor shall provide adequate protection from Employer's Liability Insurance for protection of employees not otherwise protected.

Liability Insurance Requirements (Liability and Auto): Contractor shall maintain commercial general liability (CGL), and if necessary commercial umbrella insurance, with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, the general aggregate limit shall be not less than $2,000,000 and the aggregate limit shall apply on a per-project basis. The CGL insurance shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and Contractually-assumed liability. The City of Coon Rapids shall be named as an additional insured under the CGL.

Contractor shall maintain automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than $1,000,000 each accident. If such insurance contains a general aggregate limit, the general aggregate limit shall be not less than $2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

A certificate of insurance acceptable to Coon Rapids shall be filed prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the Contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given.

Fire Insurance: The Contractor shall carry full insurance against loss by fire and wind damage upon all material in place or stored at the site for installation. This provision does not exclude material partially paid for by the Owner. This insurance shall be for the full insurable value of the material and shall be kept in full force until final acceptance and payment of the work by the Owner.

If any section of the work entails special hazards the Contractor shall provide riders to the Public Liability and Property Damage Insurance to provide protection from these special hazards.