

# ORIGINAL AGREEMENT

Anoka County Contract No. 2002-0506

**JOINT POWERS AGREEMENT  
FOR THE IMPROVEMENTS OF COUNTY STATE AID HIGHWAY 23 (LAKE DRIVE)  
FROM I-35W NORTH RAMPS TO 77<sup>th</sup> STREET.  
(COUNTY PROJECT NO. 02-10-23)**

This Agreement made and entered into this day of May 14, 2002, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Lino Lakes, 600 Town Center Parkway, Lino Lakes, Minnesota 55014, hereinafter referred to as the "City".

**WITNESSETH**

**WHEREAS**, the parties of this agreement consider it mutually desirable to reconstruct County State Aid Highway No. 23 (Lake Drive) from the I-35W North Ramps to 77<sup>th</sup> Street for the purpose of improving the level of service and safety of the intersections included therein; and,

**WHEREAS**, the intersection of County State Aid Highway No. 23 (Lake Drive) and County State Aid Highway No. 12 (Apollo Drive) has met warrants for a full traffic actuated traffic control signal; and

**WHEREAS**, the intersection of County State Aid Highway No. 23 (Lake Drive) and Marketplace Drive has not met warrants for a full traffic actuated traffic control signal; and

**WHEREAS**, the parties agree that the City shall cause the reconstruction of County State Aid Highway No. 23 (Lake Drive) from the I-35W North Ramps to 77<sup>th</sup> Street; and,

**WHEREAS**, Toltz, King, Duvall, Anderson And Associates Inc. has prepared plans and specifications for Commission No. 12426-01 which plans and specifications are dated January 28, 2002, and which are on file in the office of the City Engineer; and,

**WHEREAS**, the parties agree that it is in their best interest that the cost of said project be shared; and,

**WHEREAS**, Minnesota Statute 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, sidewalk, traffic control systems, as well as other utilities on a portion of County State Aid Highway No. 23 (Lake Drive); as described in the plans and specifications numbered 12426-01 on file in the office of the City of Lino Lakes and incorporated herein by reference.

## **II. METHOD**

The City shall provide all engineering services and shall cause the construction of Commission No. 12426-01 in conformance with said plans and specifications. The City shall do the calling for all bids and the acceptance of all bid proposals.

## **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 projects of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

B. The estimated cost of the total project is \$1,509,275.30 (as shown on the Tabulation of Bids). Participation in the construction cost is as follows:

1. The County shall pay to the City for the County's share of cost relative to the construction of Traffic Actuated Signal Systems "A" and "B" as follows:
  - a. Thirty Seven and One Half Percent (37.5%) of the estimated cost of \$151,000.00 for construction and installation of Traffic Actuated Signal System "A" at Apollo Drive of which the County's estimated cost for the signal construction is \$56,625.00.
  - b. Zero Percent (0%) of the cost of the estimated cost of \$122,000.00 for construction and installation of Traffic Actuated Signal System "B" at Marketplace Drive of which the County's estimated cost for the signal construction is \$0.00.
2. The County shall provide construction observation for the construction of Signal System A and Signal System B at a rate of Six Percent (6%) of the construction costs. The estimated cost to the City for construction observation is \$17,028.00 (as itemized below):

Traffic Actuated Signal Systems "A" estimated at	\$ 9,060.00.
Traffic Actuated Signal Systems "B," estimated at	\$ 7,320.00.
EVP System "A" estimated at	\$ 222.00.
EVP System "B" estimated at	\$ 192.00.
Traffic Control Interconnection estimated at	\$ 234.00.

3. The County's participation in construction administration provided by the City on this project will be at a rate of 2% of the County's designated share of Signal System "A" that is estimated at \$56,625.00 (8% Construction Engineering less 6% Construction Observation). The County's estimated cost for construction administration is \$1,132.50.
4. The City shall be responsible for all remaining construction and engineering costs.
5. The total estimated cost to the County for the project is summarized below:

a.	Traffic Signals System A	\$56,625.00
b.	Credit for County construction observation	(\$17,028.00)
c.	Construction Administration Services	<u>\$1,132.50</u>
	Grand Total Estimated Cost To The County	\$ 40,729.50

C. The total estimated cost to the County for the project is \$40,729.50.

D. Upon award of the contract, the County shall pay to the City, upon written demand by the City, 95% of its portion of the estimated cost of the project (\$38,693.03). The County's share of the cost of the project shall include only construction and construction administration expense and does not include administrative expenses incurred by the City.

E. 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 95% charged will be made in the form of credit or additional charges to the County's share. The remaining Five Percent (5%) of the County's portion of the construction costs shall be paid to the City upon written demand by the City.

#### 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 report of all receipts and disbursements shall be made upon request by either party.

## **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 (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. 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 or cause the installation of an adequate electrical power source to the service cabinet for the intersections of Apollo Drive and Marketplace Drive, including any necessary extension of power lines (for Traffic Actuated Signal Systems "A" and "B"). The City shall be the lead agency in this matter. Upon completion of said traffic controls 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 watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads) and detention basins, (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.

B. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

D. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signal located at County State Aid Highway No. 23 and County State Aid Highway No. 12 (System A) at the sole obligation of the County.



E. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signal located at County State Aid Highway No. 23 and Marketplace Drive (System B) at the sole obligation of the City. The City shall be billed by the County on a quarterly basis for all costs incurred.

F. Painting of Traffic Signal System "A" shall be the sole obligation of the County. Painting of Traffic Signal System "B" shall be the sole obligation of the City. The County will execute necessary contracts for signal painting as needed, and will bill the city for actual costs incurred in signal painting.

G. Timing of the traffic signals shall be determined by the County.

H. Only the County shall have access to the controller cabinets.

I. The traffic control signals shall be the property of the County.

J. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.

K. 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.

L. 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 Traffic Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.

M. Malfunctions of the EVP System shall be immediately reported to the County.

N. All timing of said EVP System shall be determined by the County.

O. 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 hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County 2100 Third Avenue North, Anoka,

Minnesota 55303, on behalf of the County, and the City Administrator of Lino Lakes, 600 Town Center Parkway, Lino Lakes, Minnesota 55014, on behalf of the City.

## **XII. 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 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 of 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: 5/13/03

CITY OF LINO LAKES

By: 

Name John Bergeson

Title Mayor.

Dated: 11/8/02

ATTEST:

By: 

John "Jay" McLinden  
Anoka County Administrator

Dated: 5/13/02

By: 

Name Ann Blair.

Title City Clerk.

Dated: 11/8/02.

RECOMMENDED FOR APPROVAL:

By: 

Douglas W. Fischer, P.E.  
Anoka County Director of Highways

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: 

Dan Klint  
Assistant Anoka County Attorney

By: \_\_\_\_\_

Name \_\_\_\_\_

dk\contract 2002\lino lakes-jpa (based on Highway Department format)







Minnesota Department of Transportation

Transportation Building

395 John Ireland Boulevard  
Saint Paul, Minnesota 55155-1899

(651)366-4634  
M.S. 682

May 9, 2007

Doug Fischer  
Anoka County Engineer  
Anoka county Highway Department  
1440 Bunker Lake Blvd. NW  
Andover, MN 55304

RE: Coop. Const. Agree. No. 90500  
County of Anoka, and City of Lino Lakes  
S.P. 0280-55 (T.H. 35W=394)  
S.A.P. 02-623-13 and 210-020-04  
CSAH 23 (Lake Dr.) at Town Center Pkwy. At  
T.H. 35W & N. Ramps and at Apollo Drive

*SYSTEM  
38509 SOUTH RAMP  
38510 NORTH RAMP*

Dear Mr. Fischer:

Enclosed is a fully executed copy of the referenced agreement between the State of Minnesota, Department of Transportation, County of Anoka, and the City of Lino Lakes, covering the cost, maintenance and operation of the new and revised Traffic control Signals and EVP Systems.

Your cooperation in this matter is greatly appreciated.

Sincerely,

Maryanne Kelly-Sonnek  
Municipal Agreements Engineer

Enc.

cc: Mike Gerbensky  
Al Espinoza  
Connie Williams  
Jim Deans  
File

MKS:ms  
Al Espinoza



Minnesota Department of Transportation

Transportation Building

395 John Ireland Boulevard

Saint Paul, Minnesota 55155-1899

(651)366-4634  
M.S. 682

May 9, 2007

Daniel Tesch  
Lino Lake City Administrator  
600 Town Center Parkway  
Lino Lakes, MN 55014

RE: Coop. Const. Agree. No. 90500  
County of Anoka, and City of Lino Lakes  
S.P. 0280-55 (T.H. 35W=394)  
S.A.P. 02-623-13 and 210-020-04  
CSAH 23 (Lake Dr.) at Town Center Pkwy. At  
T.H. 35W & N. Ramps and at Apollo Drive

Dear Mr. Tesch:

Enclosed is a fully executed copy of the referenced agreement between the State of Minnesota, Department of Transportation, County of Anoka, and the City of Lino Lakes, covering the cost, maintenance and operation of the new and revised Traffic control Signals and EVP Systems.

Your cooperation in this matter is greatly appreciated.

Sincerely,

Maryanne Kelly-Sonnek  
Municipal Agreements Engineer

Enc.

cc: Mike Gerbensky  
Al Espinoza  
Connie Williams  
Jim Deans  
File

MKS:ms  
Al Espinoza



MINNESOTA TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

AGREEMENT NO. 90500M

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF ANOKA

AND

THE CITY OF LINO LAKES

TO

Provide Maintenance and Electrical Energy for the new Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on County State Aid Highway No. 23 (Lake Drive) at Town Center Parkway, and on Trunk Highway 35W South and North Ramps at County State Aid Highway No. 23 (Lake Drive), and for the revised Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on County State Aid Highway No. 23 (Lake Drive) at Apollo Drive in Lino Lakes, Anoka County, Minnesota.

S.P. 0280-55 (T.H. 35W=394)

S.A.P. 02-623-13 and 210-020-04

Prepared by Metropolitan Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

None

Otherwise Covered

AMOUNT ENCUMBERED

None

Otherwise Covered

PARTIES

This Agreement is entered into by the State of Minnesota acting through its Commissioner of Transportation, (State), and the County of Anoka, (County), and the City of Lino Lakes, (City).

RECITALS

Minnesota Statutes Section 161.20 authorizes the Commissioner of Transportation to enter into agreements with any governmental authority for the purposes of constructing, maintaining and improving the Trunk Highway system.

The Parties have determined that there is justification and it is in the public's best interest to install new traffic control signals including street lights, interconnect and signing (Traffic Control Signal(s)) on County State Aid Highway No. 23 (Lake Drive) at Town Center Parkway, and on Trunk Highway 35W South and North Ramps at County State Aid Highway No. 23 (Lake Drive), and revise an existing traffic control signal including street lights, interconnect and signing (Traffic Control Signal(s)) on County State Aid Highway No. 23 (Lake Drive) at Apollo Drive, in accordance with State plans, specifications and special provisions designated as State Project No. 0280-55 (T.H. 35W=394) and State Aid Project No.'s 02-623-13 and 210-020-04.

The City requests and the County and State agree to the installation of Emergency Vehicle Pre-emption Systems (EVP System(s)) as a part of the new and revised Traffic Control Signal installations.

The County, the City and the State will participate in the cost, maintenance and operation of the new and revised Traffic Control Signals and EVP Systems.

CONTRACT

1. The City will prepare the necessary plan, specifications and proposal (Preliminary Engineering). The City will also perform all necessary construction inspection, (Construction Engineering).

2. The City, with its own resources or by contract, will install new Traffic Control Signals and EVP Systems on County State Aid Highway No. 23 (Lake Drive) at Town Center Parkway (System "A"), and on Trunk Highway 35W South Ramps at County State Aid Highway No. 23 (Lake Drive) (System "B"), and on Trunk Highway 35W North Ramps at County State Aid Highway No. 23 (Lake Drive) (System "C"), and revise an existing Traffic Control Signal and EVP System on County State Aid Highway No. 23 (Lake Drive) at Apollo Drive (System "D"), in accordance with State plans, specifications and special provisions designated as State



Project No. 0280-55 (T.H.35W=394) and State Aid Project No.'s 02-623-13 and 210-020-04. All State costs associated with the construction project are in accordance with Agreement No. 90794 between the State and the City.

3. The construction work will be under the direction and supervision of the City. The State will have the right to periodically inspect the construction work.

4. The City will be responsible for the cost and application to secure an adequate power supply to the service pads or poles for Systems "A", "B", "C", and "D". Upon completion of this project (Systems "A", "B", "C", and "D"), the City will thereafter pay all monthly electrical service expenses necessary to operate the new and revised Traffic Control Signals and EVP Systems.

5. Upon completion of this project, the maintenance responsibilities for the new Traffic Control Signals (Systems "B" and "C") are as follows: a) The County will, at its cost and expense: (1) relamp the new traffic control signals, (2) paint the new traffic control signals, and (3) clean the controllers and service cabinets; b) The City will, at its cost and expense: (1) maintain the new luminaires and all their components, including replacement of the luminaire if necessary;

(2) relamp the new street lights; and (3) clean and paint the new luminaire mast arm extensions; and c) The County will, at its cost and expense, maintain the traffic signal cabinets and control equipment, repair knockdowns of the new Traffic Control Signal Systems, perform all other traffic control signal and street light maintenance, and be responsible for the timing and operation of the new Traffic Control Signals, all on a reimbursable basis with the State. The timing will be determined by the County's Traffic Engineer. Painting will be in accordance with Mn/DOT Standard Specification 2565.3T, unless approved by the State's District Traffic Engineer.

6. Upon completion of this project, the maintenance responsibilities for the new Traffic Control Signal and EVP System (System "A") and the revised Traffic Control Signal and EVP System (System "D") will be covered in a separate agreement between the County and the City.

7. The new EVP Systems (Systems "B" and "C") will be installed, operated, maintained, or removed in accordance with the following conditions and requirements:

- a) The County will maintain the EVP Systems, including timing, on a reimbursable basis with the State.
- b) Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes Section 169.01,

Subdivision 5. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's Metropolitan District Engineer or his/her designated representative a list of all vehicles with emitter units, upon request.

- c) Malfunction of the EVP Systems must be reported to the County immediately.
- d) In the event the EVP Systems or their components are, in the opinion of the State, being misused or the conditions set forth in Paragraph c above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
- e) All timing of the EVP Systems will be determined by the County's Traffic Engineer.



8. The County will maintain and keep in repair the new Traffic Control Signals and EVP Systems (System "B" and "C"). The County will operate the Traffic Control Signals and EVP Systems, including timing, as specified in Paragraphs 5 and 7. The County will defend and indemnify the State from any claims arising out of the performance or non-performance of the County's obligations under this paragraph.

9. The County will invoice the State annually for the actual costs it incurs in maintaining and keeping in good repair the new Traffic Control Signals and EVP Systems (Systems "B" and "C"), as specified in Paragraphs 5 and 7 excluding the following: Maintenance of the luminaires and all its components, including replacement of the luminaire if necessary; relamping the new traffic control signals and street lights; cleaning and painting the new traffic control signals and luminaire mast arm extensions; and cleaning the controllers and service cabinets, assigned to the County and the City by this Agreement. The invoice must be submitted to the State's Metropolitan Electrical Service Unit. The invoice must include a detailed itemization of costs and be signed by a responsible County official, attesting to the validity of the expenses. Subject to State's approval of the expenses and encumbrance of funds, the State will promptly pay the invoice. The invoice, and any supporting documents are subject to audit by proper State officials, for a minimum of six years.

10. The County or the State may terminate the terms and conditions covering maintenance and operation contained in Paragraphs 5, 7, 8, and 9 upon providing 30 days notice to the other party. The County's termination must be accomplished by a resolution of its County Board. The State's termination must be accomplished by a letter from Mn/DOT's Metropolitan District Engineer or his/her duly authorized representative. Upon termination, responsibility for the new Traffic Control Signals and EVP Systems (Systems "B" and "C") will be as follows:

a) The County will, at its cost and expense: (1) relamp the traffic control signals; (2) paint the traffic control signals; and (3) clean the service cabinets and controllers; b) The City will, at its cost and expense: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp the street lights; and (3) clean and paint the luminaire mast arm extensions; and c) The State will, at its cost and expense, maintain the EVP systems, maintain the interconnect and signing and perform all other traffic control signal and street light maintenance. In addition, all timing of the new Traffic Control Signals and EVP Systems (System "B" and "C") will be determined by the State, and no changes may be made except with the approval of the State.

11. Each party will be solely responsible for its own acts and omissions and the results thereof, to the extent authorized by law. Minnesota Tort Claims Act, Minnesota Statutes

Section 3.736, governs the State's liability. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and the City. Each party will be solely responsible for its own employees for any Workers' Compensation claims.

12. By signing this agreement, the County, the City and the State authorize each party to enter upon County, City and/or State public right of way to install and maintain the new. (Systems "A", "B, and "C") and revised (System "D") Traffic Control Signals and EVP Systems.

13. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

14. If any party fails to enforce any provisions of this Agreement, that failure does not waive the provision or its right to enforce it.

15. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

16. Minnesota law governs this contract. Venue for all legal proceedings arising out of this Agreement, or its breach,

must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. This Agreement is effective on the date the State obtains all required signatures under Minnesota Statutes 16C.05, Subdivision 2, and will remain in effect until terminated by written agreement of the parties.

18. The State's obligation to perform any work, or to let a Contract for the performance of the work, on the State Project or State Aid Projects referenced above, is subject to the availability of funding from the Minnesota Legislature or other funding source.

19. Authorized Agents

- a. The State's Authorized Agent for the purpose of the administration of this Agreement is Allan Espinoza, Design Specialist, or his successor. His current address and phone number are 1500 County Road B2 West, Roseville, MN. 55113, (651)654-2127.

- b. The County's Authorized Agent for the purpose of the administration of this Agreement is Doug Fischer, Anoka County Engineer, or his successor. His current address and phone number are Anoka County Highway Department, 1440 Bunker Lake Blvd. NW, Andover, MN. 55304, (763)862-4213.
- c. The City's Authorized Agent for the purpose of the administration of this Agreement is Daniel Tesch, City Administrator or his successor. His current address and phone number are 600 Town Center Parkway, Lino Lakes, MN. 55014, (651) 982-2404.



COUNTY OF ANOKA

By: Dennis D. Berg  
Dennis D. Berg, Chair  
Board of Commissioners

Dated: 4-24-07

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

Dated: 4-24-07

APPROVED BY  
By: Douglas W. Fischer, PE  
Douglas W. Fischer, PE  
County Highway Engineer

Dated: 4/11/07

APPROVED AS TO FORM  
By: Dan Klint  
Dan Klint  
Assistant County Attorney

Dated: 4/27/07

CITY OF LINO LAKES

By:   
Mayor

Date: 3/26/2007

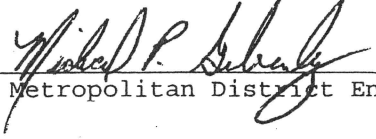
By: 

Title: City Clerk

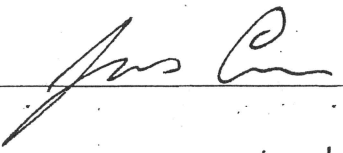
Date: 3/26/2007

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

for   
Metropolitan District Engineer

COMMISSIONER OF ADMINISTRATION

By:   
Date: May 4, '07

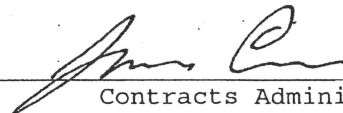
DEPARTMENT OF TRANSPORTATION

By:   
State Design Engineer

Date: May 4 2007

DEPARTMENT OF TRANSPORTATION  
OFFICE OF CONTRACT MANAGEMENT

As to form and execution:

By:   
Contracts Administrator

Date: May 4, '07

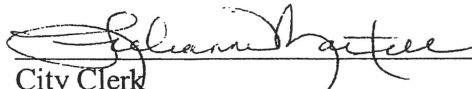


CITY OF LINO LAKES  
CERTIFICATION  
RESOLUTION 07-48

STATE OF MINNESOTA)  
COUNTY OF ANOKA) SS  
CITY OF LINO LAKES)

I, Julianne Bartell, City Clerk of the City of Lino Lakes, in the County of Anoka and State of Minnesota, certify that I have examined the attached copy of Resolution No. 07-48 approving an agreement with the State of Minnesota Department of Transportation (MnDOT) and the County of Anoka (MnDOT Signal Agreement No. 90500M) for the Lake Drive (CSAH 23)/ I-35W Interchange, approved by the Lino Lakes City Council on March 26, 2007, and have carefully compared the same with the original on file in this office, and that the attached copy is a true, correct and complete copy of the original.

IN WITNESS WHEREOF, I have signed and affixed the  
city seal on March 27, 2007.

  
\_\_\_\_\_  
City Clerk

Council Member Reinert introduced the following resolution and moved its adoption:

**CITY OF LINO LAKES**

**RESOLUTION NO. 07-48**

**RESOLUTION APPROVING AGREEMENT  
WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION AND  
THE COUNTY OF ANOKA  
MN/DOT SIGNAL AGREEMENT NO. 90500M  
LAKE DRIVE (CSAH 23)/I-35W INTERCHANGE**

WHEREAS, The City is about to perform roadway construction on the I-35W and CSAH 23 Interchange in Lino Lakes with the limits shown on the City-prepared plans, specifications, and special provisions and designated by the State as State Project No. 0280-55 and State Aid Project Numbers SAP 02-623-13 and 210-020-04 ("Construction"); and

WHEREAS, the Construction includes the installation of new Traffic Control Signals with Street Lights, Emergency Vehicle Preemption (EVP) and revised Traffic Control Signal, EVP and interconnect on CSAH 23 (Lake Drive) at Apollo Drive; and

WHEREAS, The City requests and the County and State agree to the installation of Emergency Vehicle Pre-emption Systems (EVP Systems(s)) as part of the new and revised Traffic Control Signal installations; and

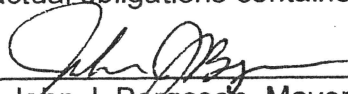
WHEREAS, The County, the City and the State will participate in the cost, maintenance and operation of the new and revised Traffic Control Signals and EVP Systems.

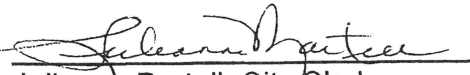
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINO LAKES, MINNESOTA that the City enter into an Agreement (Agreement Number 90500M) with the State of Minnesota, Department of Transportation for the following purposes, to wit:

To provide Maintenance and Electrical Energy for the new Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on County State Aid Highway No. 23 (Lake Drive) at Town Center Parkway, and on Trunk Highway 35W South and North Ramps at county State Aid Highway 23 (Lake Drive), and for the revised Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on County State Aid Highway No. 23 (Lake Drive) at Apollo Drive, in accordance with the terms and conditions set forth and contained in Agreement No. 90500M, a copy of which was before the Council.



BE IT FURTHER RESOLVED that the Mayor and City Clerk be and hereby are authorized to execute such Agreement and any amendments, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

  
\_\_\_\_\_  
John J. Bergeson, Mayor

  
\_\_\_\_\_  
Julianne Bartell, City Clerk

Adopted by the Lino Lakes City Council this 26<sup>th</sup> day of March, 2007.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member Carlson and upon vote being taken thereon, the following voted in favor thereof:

Reinert, Carlson, O'Donnell, Stoltz, Bergeson

The following voted against same:

none  
Whereupon said resolution was declared duly passed and adopted.

