

MINNESOTA TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

MAINTENANCE AGREEMENT NO. 77528-R

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF ANOKA

FOR

Maintenance of the Traffic Control Signal by State Forces on a reimbursable basis at the intersection of County State Aid Highway No. 11 (Foley Boulevard) at 99<sup>th</sup> Avenue Northwest in Coon Rapids, Anoka County, Minnesota.

S.A.P. 114-020-15 and 114-103-03  
C.P. 97-57-11

Prepared by Traffic Engineering

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ESTIMATED AMOUNT RECEIVABLE

None

AMOUNT ENCUMBERED

None  
Otherwise Covered

THIS AGREEMENT made and entered into by and between the State of Minnesota, acting through its Commissioner of Transportation, hereinafter referred to as the "State", and the County of Anoka, hereinafter referred to as the "County",  
WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 161.39, the Commissioner of Transportation may upon request provide technical and engineering advice, assistance and supervision to any county or municipality; and

WHEREAS, the County, the City of Coon Rapids and the State did enter into Agreement No. 75957 to participate in, among other things, the maintenance and operation of traffic control signal on County State Aid Highway No. 11 (Foley Boulevard) at 99<sup>th</sup> Avenue Northwest within the limits of the County; and

WHEREAS, said Agreement provides that the State shall maintain the traffic signal cabinet and control equipment, maintain the emergency vehicle pre-emption, repair knockdowns of the traffic control signal, perform all other traffic control signal and street light maintenance not performed by the City of Coon Rapids in Agreement No. 77518, and be responsible for the timing and operation of said traffic control signal and emergency vehicle pre-emption, all at the cost and expense of the County; and

WHEREAS, said traffic control signal is an integral part of an interconnected traffic control signal system maintained by the State; and

WHEREAS, it is considered mutually desirable that the State shall maintain the traffic signal cabinet and control equipment, maintain the emergency vehicle pre-emption, repair knockdowns of the traffic control signal system and perform all other traffic control signal and street light maintenance not performed by the City of Coon Rapids in Agreement No. 77518, for the County according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The State shall provide labor, material and equipment to maintain and keep in repair the traffic control signal cabinet and control equipment, the emergency vehicle pre-emption, knockdowns of the traffic control signal system and all other traffic control signal and street light maintenance not performed by the City of Coon Rapids in Agreement No. 77518, and shall be responsible for the timing and operation of the traffic control signal and emergency vehicle pre-emption on County State Aid Highway No. 11 (Foley Boulevard) at 99<sup>th</sup> Avenue Northwest.

2. Upon completion of work performed, the State shall submit to the County a detailed invoice in duplicate listing all

labor, equipment and materials used where work on the traffic control signals were performed by State forces in accordance with the terms and conditions of this agreement.

The County agrees to reimburse the State for services provided hereunder as follows:

- a) Direct labor charges shall be reimbursed at the actual hourly rates paid to State forces performing the work.
- b) Fringe benefits shall be reimbursed as a percentage of direct labor charges, such percentage to be determined by the State Accounting and Finance Section at the beginning of each State fiscal year from the current cost accounting data.
- c) Overhead costs shall be reimbursed as a percentage of the total of direct labor charges, fringe benefits and the cost of any materials, equipment and personal expense provided, such percentage to be determined by the State Finance and Accounting Section at the beginning of each State fiscal year from the current cost accounting data.

d) Any material used shall be reimbursed at their actual cost to the State.

3. Upon receipt of said invoice, the County shall promptly pay the State the full amount due. In the event the County fails to fulfill any monetary obligation created by this Agreement, the Commissioner of Transportation may withhold payment of State Aid money to the County to the extent provided by Minnesota Statutes, Section 161.38, Subdivision 6.

4. Either party may terminate the terms and conditions covering maintenance and operation for the traffic control signals covered by this agreement upon providing 30 days notice to other party. The County's termination must be accomplished by a resolution of the County Board. The State's termination must be accomplished by a letter from Mn/DOT's Assistant Commissioner. Upon termination it shall be the County's responsibility, at its costs and expense, to maintain and keep in repair the traffic control signal, excluding the maintenance performed by the City of Coon Rapids in Agreement No. 77518. Upon termination, the timing of the traffic control signal and EVP System shall be determined by the County's Traffic Engineer.

5. Any and all persons engaged in the aforesaid maintenance work to be performed by the State shall not be

considered employees of the County and any and all claims that may or might arise under the Worker's Compensation Act of this State on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of said employees while so engaged on any of the work contemplated herein shall not be the obligation and responsibility of the County.

6. This Agreement shall continue in force for a term of one year, commencing on the date it is signed by the Assistant Commissioner of Transportation. Upon the expiration of such term, this Agreement shall continue in force from year to year provided that in no event shall this Agreement be extended beyond the period for which either party may legally bind itself.

COUNTY OF ANOKA

APPROVED AS TO FORM:

Dan Hunt

Assistant County Attorney

By Dan Erhart

Chairman of the Board

Dan Erhart

Date 5-26-98

RECOMMENDED FOR APPROVAL:

Jon C. Olson

County Highway Engineer  
Jon C. Olson

By John Jay M. McLinden  
John "Jay" McLinden

Title County Administrator

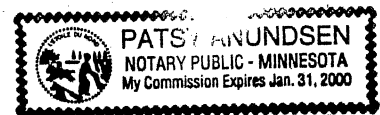
Date 5-26-98

State of Minnesota  
County of Anoka

This Agreement was acknowledged before me this 26th day of May, 1998, by Dan Erhart and John "Jay" McLinden, the Chairman of the Board and County Administrator of the County of Anoka.  
(Name) (Name)  
(Title)

Notary Public Pats J. Annundsen

My Commission Expires 1-31-2000



STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

*Beverly A. Evers*  
Assistant Division Engineer

DEPARTMENT OF TRANSPORTATION

By *Patricia C. Hughes*  
Assistant Commissioner

Dated 7/30/98

APPROVED AS TO FORM AND EXECUTION:

Original signed by:  
Lynn A. Klessig 8/4/98  
Legal Assistant  
Assistant Attorney General  
State of Minnesota

DEPARTMENT OF ADMINISTRATION

ORIGINAL SIGNED BY  
By AUG 10 1998  
Dated HEATHER C. PICKETT

Original Signed By  
JOHN ELLERMAN

8-11-98



**BOARD OF COUNTY COMMISSIONERS**  
**Anoka County, Minnesota**

**DATE: October 14, 1997**

**RESOLUTION #97-162**

**OFFERED BY COMMISSIONER: McCauley**

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE STATE OF  
MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE  
MAINTENANCE OF A SIGNAL SYSTEM AT THE INTERSECTION OF  
COUNTY STATE AID HIGHWAY 11 (FOLEY BOULEVARD) AND  
99TH AVENUE NORTHWEST IN THE CITY OF COON RAPIDS**

BE IT RESOLVED that the County of Anoka enter into an agreement with the State of Minnesota Department of Transportation for the following purposes, to wit:

For the maintenance of a traffic control signal by state forces on a reimbursable basis at the intersection of County State Aid Highway 11 (Foley Boulevard) and 99th Avenue Northwest, within the City of Coon Rapids, in accordance with the terms and conditions set forth and contained in the said agreement.

BE IT FURTHER RESOLVED that the proper county officers be and hereby are authorized to execute said agreement, and thereby assume for and on behalf of the county all of the contractual obligations contained therein.

**STATE OF MINNESOTA)  
COUNTY OF ANOKA ) SS**

I, John "Jay" McLinden, County Administrator, Anoka County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office, Anoka County, Minnesota, as stated in the minutes of the proceedings of said Board at a meeting duly held on October 14, 1997, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said Board at said meeting.

Witness my hand and seal this 14th day of October 1997.

  
JOHN "JAY" McLINDEN  
COUNTY ADMINISTRATOR

	<u>YES</u>	<u>NO</u>
DISTRICT #1 - BERG	X	
DISTRICT #2 - LANG	X	
DISTRICT #3 - LANGFELD	X	
DISTRICT #4 - KORDIAK	X	
DISTRICT #5 - McCAULEY	X	
DISTRICT #6 - McCARRON	X	
DISTRICT #7 - ERHART	X	



MINNESOTA TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

AGREEMENT NO. 77518

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF ANOKA

AND

THE CITY OF COON RAPIDS

TO

Install a new Traffic Control Signal with Street Lights,  
Emergency Vehicle Pre-emption, Interconnect and Signing on County  
State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue  
Northwest in Coon Rapids, Anoka County, Minnesota.

S.A.P. 114-020-15 and 114-103-03  
C.P. 97-57-11

Prepared by Traffic Engineering

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ESTIMATED AMOUNT RECEIVABLE

County of Anoka           \$ 4,999.50  
City of Coon Rapids   \$10,000.50

AMOUNT ENCUMBERED

None  
Otherwise Covered

THIS AGREEMENT made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State", and the County of Anoka, hereinafter referred to as the "County", and the City of Coon Rapids, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, Minnesota Statutes Section 161.20 (1994) authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the Trunk Highway system; and

WHEREAS, it is justified and considered mutually desirable to install a new traffic control signal with street lights, emergency vehicle pre-emption, interconnect and signing on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest; and

WHEREAS, the City requests and the State agrees to the installation of an Emergency Vehicle Pre-emption System, hereinafter referred to as the "EVP System", as a part of the new traffic control signal installation on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest and in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, it is considered in the public's best interest for the State to provide a new cabinet and controller for said new traffic control signal. Such materials as described immediately above shall hereinafter be referred to as "State furnished materials"; and

WHEREAS, the County, City and the State will participate in the cost, maintenance and operation of the new traffic control signal with street lights, EVP System, interconnect and signing as hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall prepare the necessary plan, specifications and proposal which shall constitute "Preliminary Engineering". The County shall also perform the construction inspection required to complete the items of work hereinafter set forth, which shall constitute "Engineering and Inspection".

2. The County with its own forces and equipment or by contract shall install the new traffic control signal with street lights, EVP System, interconnect and signing on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest in accordance with the plan and specifications for State Aid Project No.'s 114-020-15 and 114-103-03 and County Project No. 97-57-11, all at the cost and expense of the City or County.

3. The State will furnish to the County the State furnished materials to be installed with the County work provided in Paragraph 2. Estimated cost for State furnished materials is \$15,000.00. City's share is 66.67 percent. County's share is 33.33 percent.

4. Upon execution and approval of this agreement and a request in writing by the State, the City and County shall each advance to the State an amount equal to their portion of the costs as specified in Paragraph 3. The City's and County's costs shall be based on the estimated costs for State furnished materials.

5. Upon compilation of the actual costs for State furnished materials, the amount of the funds advanced by the City and County in excess of the City's and County's share will be returned to the City and County without interest and the City and County agrees to pay to the State that amount of their share which is in excess of the amount of the funds advanced by the City and County.

6. The construction work provided for herein shall be under the direction and supervision of the County. It is agreed, however, that the State shall have the right to periodically inspect said construction work.

7. The City shall provide an adequate electrical power supply to the service pad or pole, and upon completion of said new traffic control signal with street lights installation shall provide necessary electrical power for its operation at the cost and expense of the City.

8. Upon completion of the work contemplated in Paragraph 2 hereof, it shall be the City's responsibility, at its cost and expense, to: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp the traffic control signal and street lights; and (3) clean and paint the traffic control signal, cabinet and luminaire mast arm extensions. It shall be the State's responsibility, to maintain the traffic signal cabinet and control equipment, repair knockdowns of the traffic control signal system, perform all other traffic control signal and street light maintenance, and be responsible for the timing and operation of the new traffic control signal, all on a reimbursable basis with the County.

9. The EVP System provided for in Paragraph 2 hereof shall be installed, operated, maintained, or removed in accordance with the following conditions and requirements:

- a) All maintenance of the EVP System (including timing) shall be done by State forces on a reimbursable basis with the County.
- b) Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 and 169.03. The City will provide the State's Assistant Division Engineer or his duly appointed representative a list of all such vehicles with emitter units.
- c) Malfunction of the EVP System shall be reported to the State immediately.
- d) In the event said EVP System or components are, in the opinion of the State, being misused or the conditions set forth in Paragraph b above are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the State, the State shall remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, the field wiring, cabinet wiring, detector receivers, infrared



detector heads and indicator lamps and all other components shall become the property of the County.

10. The State and the County shall enter into Traffic Control Signal Maintenance Agreement No. 77528-R for the intersection of County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest covering maintenance of the traffic signal cabinet and control equipment, maintenance of the EVP System, repair of knockdowns of the traffic control signal system, performance of all other traffic control signal and street light maintenance not performed by the City, and the responsibility for the timing and operation of the traffic control signal and EVP System by State Forces and the terms and conditions covering payment therefore by the County.

11. Any and all persons engaged in the aforesaid work to be performed by the County shall not be considered employees of the City or State and any and all claims that may or might arise under the Workers' Compensation Act of this State on behalf of said employees while so engaged, and any and all claims made by any fourth party as a consequence of any act or omission on the part of said employees while so engaged on any of the work contemplated herein shall not be the obligation and responsibility of the City or State. The County shall not be

responsible under the Worker's Compensation Act for any employees of the City or State.

COUNTY OF ANOKA

APPROVED AS TO FORM:

est Dan I. W.  
County Attorney

By [Signature]  
Chairman of the Board

Date 9-22-98

RECOMMENDED FOR APPROVAL:

[Signature]  
County Highway Engineer

By John Jay McLinden

Title COUNTY ADMINISTRATOR

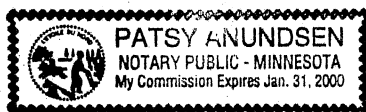
Date 9-22-98

State of Minnesota  
County of Anoka

This Agreement was acknowledged before me this 22<sup>nd</sup> day of  
September, 1998, by Dan Erhart and  
John "Jay" McLinden, the Chairman of the Board and  
County Administrator of the County of Anoka.  
(Name) (Title)

Notary Public [Signature]

My Commission Expires 1-31-2000



CITY OF COON RAPIDS

APPROVED AS TO FORM:

Gordon Hopstad  
City Attorney

By William F. Thompson  
Mayor

Date June 2, 1998

By G. G. Splinter

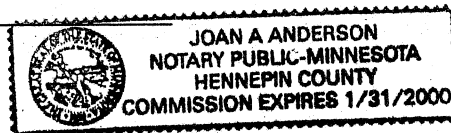
Title City Manager

Date June 2, 1998

State of Minnesota  
County of Anoka

This Agreement was acknowledged before me this 2nd day of  
June, 1998, by William F. Thompson and  
Gerald G. Splinter, the Mayor and City Manager  
(Name) (Title)  
of the City of Coon Rapids.

Notary Public Joan A. Anderson  
My Commission Expires \_\_\_\_\_



STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

*Beverly A. B. Eardley*  
Assistant Division Engineer

DEPARTMENT OF TRANSPORTATION

By *D. S. Egan*  
Assistant Commissioner

Dated *10/2/98*

APPROVED AS TO FORM AND EXECUTION:

Original signed by:  
Lynn A. Klessig  
Legal Assistant *10/7/98*

\_\_\_\_\_  
Assistant Attorney General  
State of Minnesota

DEPARTMENT OF ADMINISTRATION

By \_\_\_\_\_  
ORIGINAL SIGNED BY

Dated \_\_\_\_\_  
OCT 07 1998  
HEATHER C. PICKETT

*10-12-98*

RESOLUTION

BE IT RESOLVED that the City of Coon Rapids enter into an agreement with the State of Minnesota, Department of Transportation for the following purposes, to wit:

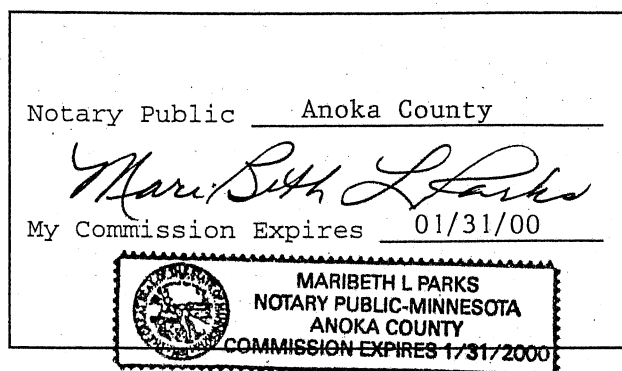
To install a new traffic control signal with street lights, emergency vehicle pre-emption, interconnect and signing on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest in accordance with the terms and conditions set forth and contained in Agreement No. 77518, a copy of which was before the Council.

IT IS FURTHER RESOLVED that the Mayor and the City Manager  
are authorized to execute the Agreement. (Title)

CERTIFICATION

State of Minnesota  
County of Anoka  
City of Coon Rapids

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Coon Rapids at a duly authorized meeting thereof held on the 2nd day of June, 1998, as shown by the minutes of said meeting in my possession.



*Betty Backes*  
(Signature)

City Clerk  
(Title)

**BOARD OF COUNTY COMMISSIONERS**  
**Anoka County, Minnesota**

DATE: August 25, 1998

RESOLUTION #98-123

OFFERED BY COMMISSIONER: McCauley

**RESOLUTION TO ENTER INTO AGREEMENT  
WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION,  
AND THE CITY OF COON RAPIDS  
CP 97-57-11  
SAP 114-020-15 AND 114-103-03**

BE IT RESOLVED that the County of Anoka enter into an agreement with the State of Minnesota, Department of Transportation for the following purposes, to wit:

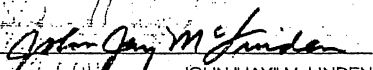
To install a new traffic control signal with street lights, emergency vehicle pre-emption, interconnect and signing on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest in accordance with the terms and conditions set forth and contained in Agreement No. 77518, a copy of which was before the board.

IT IS FURTHER RESOLVED that the chairman of the board and the county administrator are authorized to execute the agreement:

STATE OF MINNESOTA )  
COUNTY OF ANOKA ) SS

I, John "Jay" McLinden, County Administrator, Anoka County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office, Anoka County, Minnesota, as stated in the minutes of the proceedings of said Board at a meeting duly held on August 25, 1998, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said Board at said meeting.

Witness my hand and seal this 25th day of August 1998.

  
JOHN "JAY" McLINDEN  
COUNTY ADMINISTRATOR

	<u>YES</u>	<u>NO</u>
DISTRICT #1 - BERG	X	
DISTRICT #2 - LANG	X	
DISTRICT #3 - LANGFELD	X	
DISTRICT #4 - KORDIAK	X	
DISTRICT #5 - MCCAULEY	X	
DISTRICT #6 - MCCARRON	X	
DISTRICT #7 - ERHART	X	





**JOINT POWERS AGREEMENT  
FOR THE CONSTRUCTION AND MAINTENANCE  
OF A TRAFFIC CONTROL SYSTEM AT THE INTERSECTION  
OF COUNTY STATE AID HIGHWAY 11 (FOLEY BOULEVARD)  
AND 99TH AVENUE  
PROJECT NO. CP 97-57-11**

This Agreement is made and entered into this 14th 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 Northwest, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City."

**WITNESSETH**

WHEREAS, the parties to this Agreement consider it mutually desirable to provide new traffic control signals at the intersection of County State Aid Highway 11 (Foley Boulevard) and 99th Avenue for the safety of the traveling public; and

WHEREAS, the City and County have entered into a traffic control signal agreement with the Minnesota Department of Transportation (Mn/DOT Agreement No. 77518), which agreement is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the County has entered into a traffic control signal maintenance agreement with the Minnesota Department of Transportation (Mn/DOT Agreement No. 77528R), which agreement is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for this Project No. CP 97-57-11, which plans and specifications are dated December 29, 1997, and which are on file in the office of the County Engineer; and

WHEREAS, the parties agree that the signal that is the basis of this Agreement is warranted on the basis of projected traffic and that the City shall bare all costs associated with the construction of said traffic signal; 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 constructing the traffic control system at the intersection of County State Aid Highway 11 (Foley Boulevard) at 99th Avenue as described in the plans and specifications numbered CP 97-57-11, which plans and specifications are 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 Project 97-57-11 in conformance with said plans and specifications. The County 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 City will be responsible.

B. The actual cost of the total project was \$90,137.50. Participation in the construction cost is as follows:

1. The City paid for 67% of the State furnished equipment. The cost of the State furnished equipment was \$15,000.00 of which the cost to the City was \$10,000.50 (see Exhibit A).

2. The County paid 33% of the cost of state furnished equipment. The cost of the State furnished equipment was \$15,000.00 of which the County paid \$4,999.50 (see Exhibit A).

3. The City shall pay to the County 67% of the local cost of construction and installation of the whole traffic actuated signal system at County State Aid Highway 11 (Foley Boulevard) and 99th Avenue. The City's estimated share of the construction is \$60,091.68, of which the City has already paid \$10,000.50.

C. The total construction cost to the City for the project is \$60,091.68 as shown on Exhibits C and D, which exhibits are attached hereto and incorporated herein. The City participation in construction engineering will be at a rate of 8% of their designated share. The

estimated cost to the City for construction engineering is \$4,807.33. The total cost to the City for the project is \$64,899.01, of which the City paid \$10,000.50 directly to Mn/DOT.

D. The City shall pay to the County, upon written demand by the County, its portion of the cost of the project which is \$54,898.51. The City's share of the cost of the project shall include only construction and construction engineering expenses and does not include administrative expenses incurred by the County.

#### 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 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 City shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

#### IX. MAINTENANCE

All maintenance of the system shall be in accordance with Exhibits A and B. The County shall bill to the City any costs it incurs for the maintenance of the EVP system to the City on a quarterly basis. The City shall pay all costs within thirty (30) days of the invoice date.

X. 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, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota, 55433, on behalf of the City.

XI. 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.

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

Dated: 2/8/00

**ATTEST**

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

Dated: 2/8/00

**RECOMMENDED FOR APPROVAL**

By: [Signature]  
Jon G. Olson, P.E.  
County Engineer

Dated: 1/25/00

**APPROVED AS TO FORM**

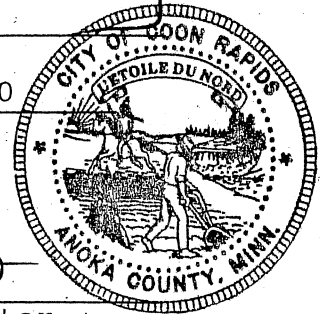
By: [Signature]  
Dan Klint  
Assistant County Attorney

Dated: 2-9-00

**CITY OF COON RAPIDS**

By: [Signature]  
Ilona McCauley  
Its: Mayor

Dated: January 18, 2000



By: [Signature]  
Gerald G. Splinter  
Its: City Manager

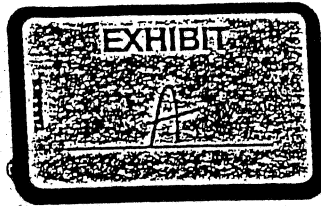
Dated: January 18, 2000

By: [Signature]  
Steven D. Gatlin  
Its: Public Works Director

Dated: January 18, 2000

By: [Signature]  
Alden C. Hofstedt  
Its: City Attorney

Dated: January 18, 2000



MINNESOTA TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

AGREEMENT NO. 77518

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF ANOKA

AND

THE CITY OF COON RAPIDS

TO

Install a new Traffic Control Signal with Street Lights,  
Emergency Vehicle Pre-emption, Interconnect and Signing on County  
State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue  
Northwest in Coon Rapids, Anoka County, Minnesota.

S.A.P. 114-020-15 and 114-103-03  
C.P. 97-57-11

Prepared by Traffic Engineering

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ESTIMATED AMOUNT RECEIVABLE

County of Anoka           \$ 4,999.50  
City of Coon Rapids   \$10,000.50

AMOUNT ENCUMBERED

None  
Otherwise Covered

THIS AGREEMENT made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State", and the County of Anoka, hereinafter referred to as the "County", and the City of Coon Rapids, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, Minnesota Statutes Section 161.20 (1994) authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the Trunk Highway system; and

WHEREAS, it is justified and considered mutually desirable to install a new traffic control signal with street lights, emergency vehicle pre-emption, interconnect and signing on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest; and

WHEREAS, the City requests and the State agrees to the installation of an Emergency Vehicle Pre-emption System, hereinafter referred to as the "EVP System", as a part of the new traffic control signal installation on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest and in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, it is considered in the public's best interest for the State to provide a new cabinet and controller for said new traffic control signal. Such materials as described immediately above shall hereinafter be referred to as "State furnished materials"; and

WHEREAS, the County, City and the State will participate in the cost, maintenance and operation of the new traffic control signal with street lights, EVP System, interconnect and signing as hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall prepare the necessary plan, specifications and proposal which shall constitute "Preliminary Engineering". The County shall also perform the construction inspection required to complete the items of work hereinafter set forth, which shall constitute "Engineering and Inspection".

2. The County with its own forces and equipment or by contract shall install the new traffic control signal with street lights, EVP System, interconnect and signing on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest in accordance with the plan and specifications for State Aid Project No.'s 114-020-15 and 114-103-03 and County Project No. 97-57-11, all at the cost and expense of the City or County.



3. The State will furnish to the County the State furnished materials to be installed with the County work provided in Paragraph 2. Estimated cost for State furnished materials is \$15,000.00. City's share is 66.67 percent. County's share is 33.33 percent.

4. Upon execution and approval of this agreement and a request in writing by the State, the City and County shall each advance to the State an amount equal to their portion of the costs as specified in Paragraph 3. The City's and County's costs shall be based on the estimated costs for State furnished materials.

5. Upon compilation of the actual costs for State furnished materials, the amount of the funds advanced by the City and County in excess of the City's and County's share will be returned to the City and County without interest and the City and County agrees to pay to the State that amount of their share which is in excess of the amount of the funds advanced by the City and County.

6. The construction work provided for herein shall be under the direction and supervision of the County. It is agreed, however, that the State shall have the right to periodically inspect said construction work.

7. The City shall provide an adequate electrical power supply to the service pad or pole, and upon completion of said new traffic control signal with street lights installation shall provide necessary electrical power for its operation at the cost and expense of the City.

8. Upon completion of the work contemplated in Paragraph 2 hereof, it shall be the City's responsibility, at its cost and expense, to: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp the traffic control signal and street lights; and (3) clean and paint the traffic control signal, cabinet and luminaire mast arm extensions. It shall be the State's responsibility, to maintain the traffic signal cabinet and control equipment, repair knockdowns of the traffic control signal system, perform all other traffic control signal and street light maintenance, and be responsible for the timing and operation of the new traffic control signal, all on a reimbursable basis with the County.

9. The EVP System provided for in Paragraph 2 hereof shall be installed, operated, maintained, or removed in accordance with the following conditions and requirements:

- a) All maintenance of the EVP System (including timing) shall be done by State forces on a reimbursable basis with the County.
- b) Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 and 169.03. The City will provide the State's Assistant Division Engineer or his duly appointed representative a list of all such vehicles with emitter units.
- c) Malfunction of the EVP System shall be reported to the State immediately.
- d) In the event said EVP System or components are, in the opinion of the State, being misused or the conditions set forth in Paragraph b above are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the State, the State shall remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, the field wiring, cabinet wiring, detector receivers, infrared

detector heads and indicator lamps and all other components shall become the property of the County.

10. The State and the County shall enter into Traffic Control Signal Maintenance Agreement No. 77528-R for the intersection of County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest covering maintenance of the traffic signal cabinet and control equipment, maintenance of the EVP System, repair of knockdowns of the traffic control signal system, performance of all other traffic control signal and street light maintenance not performed by the City, and the responsibility for the timing and operation of the traffic control signal and EVP System by State Forces and the terms and conditions covering payment therefore by the County.

11. Any and all persons engaged in the aforesaid work to be performed by the County shall not be considered employees of the City or State and any and all claims that may or might arise under the Workers' Compensation Act of this State on behalf of said employees while so engaged, and any and all claims made by any fourth party as a consequence of any act or omission on the part of said employees while so engaged on any of the work contemplated herein shall not be the obligation and responsibility of the City or State. The County shall not be

responsible under the Worker's Compensation Act for any employees  
of the City or State.

COUNTY OF ANOKA

APPROVED AS TO FORM:

[Signature]

County Attorney

[Signature]

By

Chairman of the Board

Date 9-22-98

RECOMMENDED FOR APPROVAL:

[Signature]

County Highway Engineer

By

[Signature]

Title

COUNTY ADMINISTRATOR

Date

9-22-98

State of Minnesota  
County of Anoka

This Agreement was acknowledged before me this 22<sup>nd</sup> day of  
September, 1998, by Dan Erhart and  
John "Jay" McLinden, the Chairman of the Board and  
County Administrator of the County of Anoka.  
(Name) (Title)

Notary Public

[Signature]

My Commission Expires

1-31-2000



CITY OF COON RAPIDS

APPROVED AS TO FORM:

Cedric G. Hofstad  
City Attorney

By William F. Thompson  
Mayor

Date June 2, 1998

By G. G. Splinter

Title City Manager

Date June 2, 1998

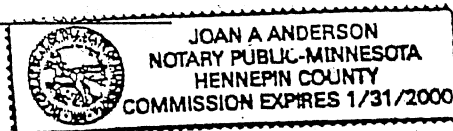
State of Minnesota  
County of Anoka

This Agreement was acknowledged before me this 2nd day of  
June, 1998, by William F. Thompson and  
Gerald G. Splinter, the Mayor and City Manager  
(Name) (Title)

of the City of Coon Rapids.

Notary Public Joan A. Anderson

My Commission Expires \_\_\_\_\_



STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

*Kevan A. B. Eardley*  
Assistant Division Engineer

DEPARTMENT OF TRANSPORTATION

By *D. S. E.*  
Assistant Commissioner

Dated 10/2/98

APPROVED AS TO FORM AND EXECUTION:

Original signed by:  
Lynn A. Klessig 10/7/98  
Legal Assistant

Assistant Attorney General  
State of Minnesota

DEPARTMENT OF ADMINISTRATION

By ORIGINAL SIGNED BY  
OCT 07 1998

Dated HEATHER C. PICKETT

*10-12-98*



RESOLUTION

BE IT RESOLVED that the City of Coon Rapids enter into an agreement with the State of Minnesota, Department of Transportation for the following purposes, to wit:

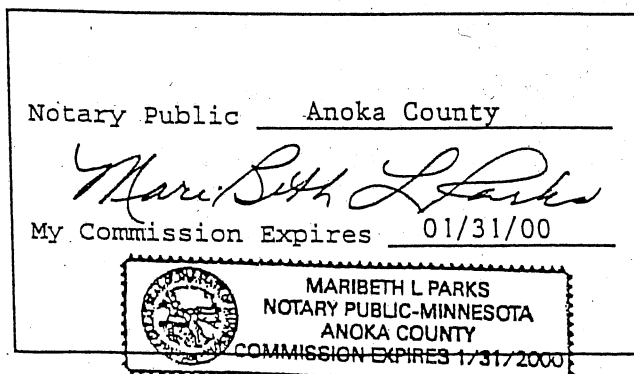
To install a new traffic control signal with street lights, emergency vehicle pre-emption, interconnect and signing on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest in accordance with the terms and conditions set forth and contained in Agreement No. 77518, a copy of which was before the Council.

IT IS FURTHER RESOLVED that the Mayor and the City Manager  
are authorized to execute the Agreement. (Title)

CERTIFICATION

State of Minnesota  
County of Anoka  
City of Coon Rapids

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Coon Rapids at a duly authorized meeting thereof held on the 2nd day of June, 1998, as shown by the minutes of said meeting in my possession.



*Betty Backes*  
(Signature)

City Clerk  
(Title)

BOARD OF COUNTY COMMISSIONERS  
Anoka County, Minnesota

DATE: August 25, 1998

RESOLUTION #98-123

OFFERED BY COMMISSIONER: McCauley

RESOLUTION TO ENTER INTO AGREEMENT  
WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION,  
AND THE CITY OF COON RAPIDS  
CP 97-57-11  
SAP 114-020-15 AND 114-103-03

BE IT RESOLVED that the County of Anoka enter into an agreement with the State of Minnesota, Department of Transportation for the following purposes, to wit:

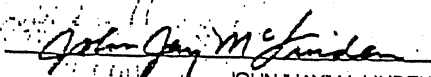
To install a new traffic control signal with street lights, emergency vehicle pre-emption, interconnect and signing on County State Aid Highway No. 11 (Foley Boulevard) at 99th Avenue Northwest in accordance with the terms and conditions set forth and contained in Agreement No. 77518, a copy of which was before the board.

IT IS FURTHER RESOLVED that the chairman of the board and the county administrator are authorized to execute the agreement.

STATE OF MINNESOTA)  
COUNTY OF ANOKA ) SS

I, John "Jay" McLinden, County Administrator, Anoka County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office, Anoka County, Minnesota, as stated in the minutes of the proceedings of said Board at a meeting duly held on August 25, 1998, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said Board at said meeting.

Witness my hand and seal this 25th day of August 1998.

  
JOHN "JAY" McLINDEN  
COUNTY ADMINISTRATOR

	<u>YES</u>	<u>NO</u>
DISTRICT #1 - BERG	X	
DISTRICT #2 - LANG	X	
DISTRICT #3 - LANGFELD	X	
DISTRICT #4 - KORDIAK	X	
DISTRICT #5 - MCCAULEY	X	
DISTRICT #6 - MCCARRON	X	
DISTRICT #7 - ERHART	X	