

MINNESOTA TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

AGREEMENT NO. 94607M

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF ANOKA

AND

THE CITY OF LINO LAKES

AND

THE CITY OF CENTERVILLE

TO

Provide Maintenance and Electrical Energy for the New Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, and Signing on County State Aid Highway No. 14 at 21st Avenue; and on Trunk Highway No. 35E at County State Aid Highway No. 14, West Ramps and East Ramps; and Provide Maintenance and Electrical Energy for the Existing Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, and Signing on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway No. 54 (20th Avenue); and for the New Interconnect on County State Aid Highway No. 14 from County Road No. 84 (Otter Lake Road) to County State Aid Highway No. 54 (20th Avenue) in the Cities of Lino Lakes and Centerville, Anoka County, Minnesota.

S.P. 0282-25 (T.H. 35E=390)

S.A.P. 02-614-28 and 02-614-29

Prepared by Metropolitan District Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

AMOUNT ENCUMBERED

NONE

None

Otherwise Covered

PARTIES

THIS AGREEMENT is entered into by the Minnesota Department of Transportation, (State), and the County of Anoka, (County), the City of Lino Lakes, (Lino Lakes) and the City of Centerville, (Centerville).

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 and signing (Traffic Control Signals), on County State Aid Highway No. 14 at 21st Avenue; and on Trunk Highway No. 35E at County State Aid Highway No. 14, West Ramps and East Ramps; and provide maintenance and electrical energy for the existing traffic control signals including street lights and signing (Traffic Control Signals) on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway No. 54 (20th Avenue); and install traffic signal interconnect (Interconnect) on County State Aid Highway No. 14 from County Road No. 84 (Otter Lake Road) to County State Aid Highway No. 54 (20th Avenue).

Lino Lakes and Centerville request and the State agrees to the installation of Emergency Vehicle Pre-emption Systems, (EVP Systems), as a part of the new Traffic Control Signal installations. The existing Traffic Control Signals have EVP Systems currently fully operational.

The County, Lino Lakes, Centerville and the State will participate in the maintenance, operation, and electrical energy of the new and existing Traffic Control Signals, EVP Systems and Interconnect.

CONTRACT

1. The County, with its own resources or by contract, will install new Traffic Control Signals and EVP Systems on County State Aid Highway No. 14 at 21st Avenue (System "A"); and on Trunk Highway No. 35E at County State Aid Highway No. 14, West Ramps (System "B") and East Ramps (System "C"); and provide maintenance and electrical energy for the existing Traffic Control Signals on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway No. 54 (20th Avenue); and install Interconnect on County State Aid Highway No. 14 from County Road No. 84 (Otter Lake Road) to County State Aid Highway No. 54 (20th Avenue) pursuant to State Project No. 0282-25 (T.H. 35E=390) and State Aid Project No's 02-614-28 and 02-614-29. The Construction Costs and

94607M

State-furnished Materials Cost will be covered in Municipal Agreement No. 94579.

2. Lino Lakes 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 the existing Traffic Control Signal on County State Aid Highway No. 14 at County Road No. 84 (Otter lake Road). Lino Lakes will thereafter pay all monthly electrical service expenses necessary to operate Systems "A", "B", "C" and the existing Traffic Control Signal on County State Aid Highway No. 14 at County Road No. 84 (Otter lake Road).

3. Upon completion of this project (System "A"), It shall be the County's responsibility, at its cost and expense, to: (1) replace the signal system L.E.D. indications; and (2) clean the new traffic control signal; and (3) clean the new controller and service cabinets; b) It shall be Lino Lakes responsibility, at its cost and expense, to: (1) clean the luminaire mast arm extensions; (2) maintain the luminaires and all its components, including replacement of the luminaire if necessary; and (3) relamp the street lights; and (c) It shall be the State's responsibility to maintain the traffic control signal cabinet, control equipment and interconnect, repair knockdowns of the new traffic control signal system, perform all other traffic control signal and street light maintenance, and

be responsible for timing and operation of the new Traffic Control Signal, all on a reimbursable basis with the County.

4. Upon completion of this project (System "B" and "C"), a) It shall be the County's responsibility, at its cost and expense, to: (1) replace the signal system L.E.D. indications; (2) clean the new traffic control signal; and (3) clean the new controller and service cabinets; b) It shall be Lino Lakes responsibility, at its cost and expense, to: (1) clean the luminaire mast arm extensions; (2) maintain the luminaires and all its components, including replacement of the luminaire if necessary; and (3) relamp the street lights; and (c) It shall be the State's responsibility at its cost and expense, to maintain the signing and interconnect and perform all other traffic control signal and street light maintenance.

5. Upon completion of this project (for the existing Traffic Control Signal on County State Aid Highway No. 14. at County Road No. 84 (Otter Lake Road), a) It shall be the County's responsibility, at its cost and expense, to: (1) replace the signal system L.E.D. indications; (2) clean the existing traffic control signal; and (3) clean the existing controller and service cabinets; b) It shall be Lino Lakes responsibility, at its cost and expense, to: (1) clean the luminaire mast arm extensions; (2) maintain the luminaires and all its components, including replacement of the luminaire if necessary; and (3) relamp the street lights; and (c) It shall be

the State's responsibility to maintain the traffic control signal cabinet, control equipment and interconnect, repair knockdowns of the existing traffic control signal system, perform all other traffic control signal and street light maintenance, and be responsible for timing and operation of the existing Traffic Control Signal, all on a reimbursable basis with the County.

6. Centerville will be responsible for the cost and application to secure an adequate power supply to the service pad or pole for the existing Traffic Control Signal on County State Aid Highway No. 14 at County State Aid Highway No. 54 (20th Avenue). Centerville will thereafter pay all monthly electrical service expenses necessary to operate the existing Traffic Control Signal on County State Aid Highway No. 14. at County State Aid Highway No. 54 (20th Avenue).

7. Upon completion of this project (for the existing Traffic Control Signal on County State Aid Highway No. 14 at County State Aid Highway No. 54 (20th Avenue), a) It shall be the County's responsibility, at its cost and expense, to:

(1) replace the signal system L.E.D. indications; and (2) clean the existing traffic control signal; and (3) clean the existing controller and service cabinets; b) It shall be Centerville's responsibility, at its cost and expense, to: (1) clean the luminaire mast arm extensions; (2) maintain the luminaires and all its components, including replacement of the luminaire if

necessary; and (3) relamp the street lights; and (c) It shall be the State's responsibility to maintain the traffic control signal cabinet, control equipment and interconnect, repair knockdowns of the existing traffic control signal system, perform all other traffic control signal and street light maintenance, and be responsible for timing and operation of the existing Traffic Control Signal, all on a reimbursable basis with the County.

8. The EVP Systems will be installed, operated, maintained, or removed in accordance with the following conditions and requirements:

- a) All maintenance of the EVP Systems (System "B" and "C") must be done by State forces.
- b) All maintenance of the new EVP System (System "A") and the existing EVP System on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) will be performed by the State, all on a reimbursable basis with Lino Lakes.
- c) All maintenance of the existing EVP System on County State Aid Highway No. 14 at County State Aid Highway No. 54 (20th Avenue) will be performed by the State, all on a reimbursable basis with Centerville.

- d) 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. Lino Lakes and Centerville will provide the State's Metropolitan District Engineer or his designated representative a list of all vehicles with emitter units, upon request.
- e) Malfunction of the EVP Systems must be reported to the State immediately.
- f) In the event the EVP Systems or its 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 Lino Lakes or Centerville 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.
- g) All timing of the EVP Systems will be determined by the State

9. All timing of the new and existing Traffic Control Signals will be determined by the State, and no changes may be made except with the approval of the State.

10. The State will, for System "A" and for the existing traffic control signals on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway No. 54 (20th Avenue), provide the necessary labor, material and equipment to maintain and keep in repair the traffic control signal cabinets and control equipment, repair knockdowns of the new and existing Traffic Control Signal systems and perform all other traffic control signal and street light maintenance not performed by the County, Lino Lakes or Centerville, and will be responsible for the timing and operation of the new Traffic Control Signal on County State Aid Highway No. 14 at 21st Avenue (System "A") and for the existing Traffic Control Signals and on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway No. 54 (20th Avenue).

11. Upon completion of any Traffic Control Signal work performed under this agreement for System "A" and for the existing Traffic Control Signals on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway No. 54 (20th Avenue), the State will submit to the County a detailed invoice in duplicate listing all labor, equipment and materials used.

Upon completion of any EVP work performed under this agreement for System "A" and for the existing EVP System on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road), the State will submit to Lino Lakes a detailed invoice in duplicate listing all labor, equipment and materials used.

Upon completion of any work performed under this agreement for the existing EVP System on County State Aid Highway No. 14 at County State Aid Highway No. 54 (20th Avenue), the State will submit to Centerville a detailed invoice in duplicate listing all labor, equipment and materials used.

The County, Lino Lakes and Centerville will reimburse the State for services provided hereunder as follows:

- a) Direct labor charges will be reimbursed at the actual hourly rates paid to State forces performing the work.
- b) Fringe benefits will 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 will 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 will be reimbursed at their actual cost to the State.

12. Upon receipt of said invoice, the County, Lino Lakes and Centerville will promptly pay the State the full amount due. If the County, Lino Lakes or Centerville fails to pay any amount due to the State under this agreement, the Commissioner of Transportation may withhold payment of State Aid money to the County, Lino Lakes or Centerville to the extent provided by Minnesota Statutes, Section 161.38, Subdivision 6.

13. Any party may terminate this agreement upon providing 30 days notice to the other party. The County's termination must be accomplished by a resolution of the County Board. Lino Lakes or Centerville's termination must be accomplished by a resolution of each respective City Council. The State's termination must be accomplished by a letter from Mn/DOT's Metropolitan District Engineer or his designated representative. Upon termination it will be the County's responsibility, for System "A" and for the existing Traffic Control Signals on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway

No. 54 (20th Avenue), at its costs and expense, to maintain and keep in repair the new and existing Traffic Control Signals. Upon termination, the timing of System "A" and existing Traffic Control Signals on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway No. 54 (20th Avenue) will be determined by the County's Engineer. Upon termination it will be Lino Lakes responsibility, for System "A" and for the existing EVP System on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road), at its costs and expense, to maintain and keep in repair the new and existing EVP Systems, including timing. Upon termination it will be Centerville's responsibility, for the existing EVP System on County State Aid Highway No. 14 at County State Aid Highway No. 54 (20th Avenue), at its costs and expense, to maintain and keep in repair the existing EVP System, including timing.

14. Each party will be solely responsible for its own acts and omissions, and the results thereof, to the extent authorized by law. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736 and the County's, Lino Lakes and Centerville's liability is governed by Minnesota Statutes Chapter 466. Each party will be solely responsible for its own employees for any Workers Compensation Claims.

15. By signing this agreement, the County, Lino Lakes and Centerville authorize the State to enter upon the County,

Lino Lakes and Centerville public right of way to install and maintain the new and existing Traffic Control Signals and EVP Systems.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. Authorized Agents

- a. The State's Authorized Agent for the purpose of the administration of this Agreement is Allan Espinoza, Mn/DOT Metropolitan District Traffic Engineering, or his successor. His current address and phone number are 1500 West County Road B2, Roseville, MN 55113, (651) 234-7812.
- 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 Boulevard Northwest, Andover, MN. 55304, (763) 862-4213.
- c. Lino Lakes Authorized Agent for the purpose of the administration of this Agreement is Daniel Tesch, Interim City Administrator, or his successor. His current address and phone number are 600 Town Center Parkway, Lino Lakes, MN 55014, (651) 982-2404.
- d. Centerville's Authorized Agent for the purpose of the administration of this Agreement is Dallas Larson, City Administrator, or his successor. His current address and phone number are 1880 Main Street, Centerville, MN 55038, (651) 429-3232.

COUNTY OF ANOKA

ANOKA COUNTY

By:

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

Dated:

8/25/09

APPROVED BY

By:

Douglas W. Fischer
Douglas W. Fischer, PE
County Highway Engineer

Dated:

8/21/09

ATTEST

By:

Terry L. Johnson
Terry L. Johnson
County Administrator

Dated:

8/25/09

APPROVED AS TO FORM

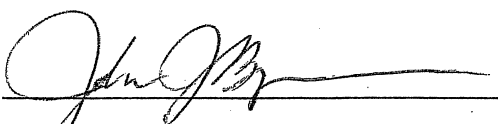
By:

Dan Klint
Dan Klint
Assistant County Attorney

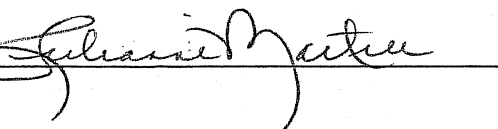
Dated:

8-26-09

CITY OF LINO LAKES

By: 
Mayor

Date: 8/25/2009

By: 

Title: City Clerk

Date: 8/25/2009

CITY OF CENTERVILLE

By: Mary Capra
Mayor

Date: 8/26/09

By: Susan Bender

Title: City Clerk

Date: 9/3/09

By: Debra Lee
City Administrator

Date: 10/7/09

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

for Michael P. Schuly
Metropolitan District
Engineer

DEPARTMENT OF TRANSPORTATION

By: Michael
State Design Engineer

Date: OCT 15 2009

COMMISSIONER OF ADMINISTRATION

As delegated to Materials
Management Division

By: [Signature]

Date: 10-19-09

As to form and execution:

By: [Signature]
Contract Management

Date: 10/19/09

BOARD OF COUNTY COMMISSIONERS

Anoka County, Minnesota

DATE: August 11, 2009

RESOLUTION #2009-78

OFFERED BY COMMISSIONER: Sivarajah

RESOLUTION TO ENTER INTO AGREEMENT NO. 94607M
WITH THE STATE OF MINNESOTA AND CITIES OF
LINO LAKES AND CENTERVILLE
FOR SIGNAL INSTALLATIONS ON THE RECONSTRUCTION PROJECT OF
CSAH 14/I-35E INTERCHANGE
(SAP 02-614-28 AND 02-614-29)

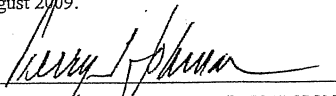
BE IT RESOLVED that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Anoka County to accept federal aid funds which may be made available for the eligible transportation related projects.

BE IT FURTHER RESOLVED that the proper county officers be and hereby are authorized and directed for and on behalf of the county to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 94607M," a copy of which said agreement was before the county board and which is made part hereof by reference.

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS

I, Terry L. Johnson, 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 11, 2009, 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 11th day of August 2009.


TERRY L. JOHNSON
COUNTY ADMINISTRATOR

	<u>YES</u>	<u>NO</u>
DISTRICT #1 - BERG	X	
DISTRICT #2 - LANG	X	
DISTRICT #3 - WEST	X	
DISTRICT #4 - KORDIAK	X	
DISTRICT #5 - LEDOUX	Absent	
DISTRICT #6 - SIVARAJAH	X	
DISTRICT #7 - ERHART	X	

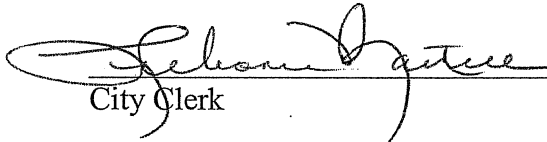


CITY OF LINO LAKES
CERTIFICATION
RESOLUTION NO. 09-56

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. 09-56, approving agreement with the State of Minnesota, Department of Transportation MN/DOT Signal Agreement No. 9460M Main Street (CSAH 14)/I-35W Interchange, approved by the Lino Lakes City Council on August 24, 2009, 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 August 26, 2009.



City Clerk

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

CITY OF LINO LAKES

RESOLUTION NO. 09-56

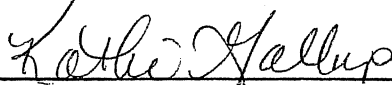
**RESOLUTION APPROVING AGREEMENT
WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION
MN/DOT SIGNAL AGREEMENT NO. 94607M
MAIN STREET (CSAH 14)/I-35E INTERCHANGE**

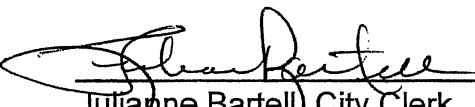
WHEREAS, The Minnesota Department of Transportation, Anoka County, City of Centerville and City of Lino Lakes have determined that there is justification and it is in the public's best interest to install new traffic control signals including street lights and signing (Traffic Control Signals), on County State Aid Highway No. 14 at 21st Avenue; and on Trunk Highway No. 35E at County State Aid Highway No. 14, West Ramps and East Ramps; and provide maintenance and electrical energy for the existing traffic control signals including street lights and signing (Traffic Control Signals) on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway No. 54 (20th Avenue); and install traffic signal interconnect (Interconnect) on County State Aid Highway No. 14 from County Road No. 84 (Otter Lake Road) to County State Aid Highway No. 54 (20th Avenue); and

WHEREAS, approval of MN/DOT Signal Agreement No. 94607M does not commit the City to fund the CSAH 14/I-35E interchange project, and fulfillment of the City's obligations under the Signal Agreement are contingent upon execution of a joint powers agreement with Anoka County.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINO LAKES, MINNESOTA that the City of Lino Lakes enter into Mn/DOT Agreement No. 94607M with the State of Minnesota, Department of Transportation; and

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are authorized to execute the Agreement and any amendments to the Agreement.


Kathi Gallup, Acting Mayor


Julianne Bartell, City Clerk

Adopted by the Lino Lakes City Council this 24th day of August, 2009.

CITY OF CENTERVILLE

RESOLUTION #09-018

IT IS RESOLVED that the City of Centerville enter into Mn/DOT Agreement No. 94607M with the State of Minnesota, Department of Transportation for the following purposes:

To provide Maintenance and Electrical Energy for the New Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, and Signing on County State Aid Highway No. 14 at 21st Avenue; and on Trunk Highway No. 35E at County State Aid Highway No. 14, West Ramps and East Ramps; and Provide Maintenance and Electrical Energy for the Existing Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, and Signing on County State Aid Highway No. 14 at County Road No. 84 (Otter Lake Road) and at County State Aid Highway No. 54 (20th Avenue); and for the New Interconnect on County State Aid Highway No. 14 from County Road No. 84 (Otter Lake Road) to County State Aid Highway No. 54 (20th Avenue), under State Project No. 0282-25 (T.H. 35E=390) and State Aid Project No's 02-614-28 and 02-614-29, within the corporate City limits of Lino Lakes and Centerville.

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

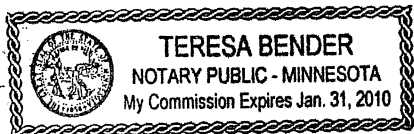
CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of Centerville at an authorized meeting held on the 8th day of July, 2009, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
8th day of July, 2009

Notary Public Teresa Bender

My Commission Expires Jan. 31, 2010



Mary Capra
(Signature)

Mary Capra
(Type or Print Name)

Mayor
(Title)

JOINT POWERS AGREEMENT
FOR THE IMPROVEMENTS OF COUNTY STATE AID HIGHWAY No. 14 (MAIN
STREET) FROM INTERSTATE 35E TO ELMCREST AVENUE
(COUNTY PROJECT NO. ~~02-614-23~~)

This Agreement made and entered into this day of 26 of Jan. 2006, 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 Pkwy, 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. 14 (Main Street) from I-35E to Elmcrest Avenue to improve the level of service and safety of the intersections included therein; and,

WHEREAS, the intersection of County State Aid Highway No. 14 (Main Street) and County Road 84 (Otter Lake Road) has met warrants for a full traffic actuated traffic control signal; and

WHEREAS, Anoka County has entered into a joint powers agreement with Washington County for the construction and contract administration of this project; and,

WHEREAS, the parties agree that Washington County shall cause the construction of County State Aid Highway No. 14 (Main Street) and,

WHEREAS, the Washington County Highway Department has prepared plans and specifications for Project No. S.P. 02-614-23 which plans and specifications are dated _____, and which are on file in the office of the County 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 constructing the roadway, drainage and traffic control system as well as other utilities on portions of County State Aid Highway No. 14 (Main Street) described in the plans and specifications numbered S.P. 02-614-23 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

Washington County shall provide all engineering services and shall cause the construction of Anoka County Project No. S.P. 02-614-23 in conformance with said plans and specifications. Washington County shall do the calling for all bids and the acceptance of all bid proposals with concurrence by Anoka County.

In accordance with the previously executed Joint Powers Agreement, Anoka County shall reimburse Washington County for all construction and engineering costs for both the Anoka County and City shares of this project.

III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projections of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the total project (including County furnished materials) is \$9,459,305.36. Federal funds available for the Project are capped at \$4,044,960.00. The federal funds shall be split based on the ratio of eligible cost incurred by each party to the total eligible project cost. Eligible costs are the costs of items that can participate in federal funding as shown on Exhibit A. Participation in the construction cost is as follows:

1. The City shall provide construction observation for the relocation and reconstruction of their utilities and approve for acceptance the work as it is completed.

2. The City shall pay one hundred percent (100%) of the hydrant and curb box relocation and gate box adjustment as well as water and sewer relocation and construction. The estimated City cost of these items is \$44,445.00.

3. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants, which are being relocated as a part of this project, which they want replaced.

4. The City shall pay one hundred percent (100%) for the non-participating and non-eligible portion of the storm sewer construction plus a percentage of the eligible portion of storm sewer construction. The non-eligible and eligible portions are defined in the State Hydraulics letter.

- 5a The estimated cost of the non-participating storm sewer is \$0.00 of which the estimated cost to the City is \$ 0.00 (100%).

- 5b The cost of the eligible portion will be split between the City, in cities greater than 5,000 population, and County based on the ratio of contributing flow determined by the product of contributing area and runoff coefficient. The estimated percentage of contributing flow from the City is sixteen percent (8%). The total eligible estimated cost of the storm sewer is \$184,102.80 of which the estimated cost to the City is \$14,728.22.

5c. The total non-eligible estimated cost of the storm sewer is \$0.00 of which the estimated cost to the City is \$ 0.00 (100%).

5d. The City shall pay for eight percent (8%) of the cost of detention basins (including ponds and their outlet structures and grit chambers and/or collectors). The City portion of the cost is based on contributing flow to the detention basin determined by the product of contributing area and runoff coefficient. The total estimated cost of the detention basins is included in the cost of the storm sewer construction.

5. The City shall pay fifty percent (50%) of the cost of concrete curb and gutter (less median curb and gutter). The estimated total cost of curb and gutter including medians is \$68,437.50, of which the City's estimated share is \$15,518.00.

6. The City shall pay one hundred percent (100%) of the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$17,244.00

7. The City shall pay one hundred percent (100%) of the cost of median plantings. This cost shall include design by a landscape architect, installation of plantings, design/installation of an underground watering system and median widening costs needed to meet the Anoka County Highway Department Landscape/Streetscape Guidelines. The City shall develop and let a separate project to install median plantings. The City's estimated cost for median plantings preparation with the project (02-614-23) is \$5,791.50. The County shall give a credit of fifty percent (50%) of the cost for standard concrete median that has been replaced that has been replaced with median plantings. The credit shall be \$22,443.40 based on 50% of 16,031 square feet of median at \$280/square foot.

8. The City shall pay one hundred percent (100%) of the cost of new concrete and/or bituminous driveway pavement for all upgraded driveways. The City's estimated cost for driveway pavement is \$ 0.00.

9. Any in place driveway pavement disrupted by the construction will be replaced in-kind by the County at no cost to the City.

10. The City shall pay for one hundred percent (100%) of the cost of new sidewalk installed on the project. The estimated cost to the City is \$1,167.60.

11. In place concrete walk will be replaced by the County at no cost to the City.

12. The City shall pay one hundred percent (100%) of the cost of new bituminous trails. This cost includes the additional embankment and borrow work that is necessary to construct the trail. The City's estimated cost for the trail is \$94,402.00.

13. The City shall pay one hundred percent (100%) of the cost of any street lighting included in the project. The design and installation of ornamental streetlights shall be in accordance with the County's specifications. The City's estimated cost for street lighting is \$ 0.00.

14. The cost split of the signal system at Otter Lake Rd will be based on the future four-legs of which one leg will be the City's. The City shall pay to the County sixty-two point five percent (62.5%) of the cost of construction and installation of the whole traffic actuated signal system at Otter Lake Rd. (including County supplied materials). The City's estimated share of the construction is \$115,625.00.

15. The City shall pay to the County sixty-two point five percent (62.5%) of the cost of all construction necessary to upgrade the signal system to include the future fourth leg at Otter Lake Road. The City shall pay one hundred percent (100%) of all other costs to construct the roadway portion of the future fourth leg.

16. The County shall pay one hundred percent of all interconnect costs.

17. The City shall pay one hundred percent (100%) of Emergency Vehicle Pre-emption (EVP) costs. The City's estimated share of the construction is \$4,500.00.

18. The City shall pay their share of mobilization, computer equipment, field office and mobile telephone as determined by Mn/DOT. The estimated City cost of these items is \$11,520.00.

19. The City shall pay their share of detour signing and traffic control as determined by Mn/DOT. The estimated City cost of these items is \$1,920.00.

21. The total estimated cost to the City for the project is summarized below:

1 Right of Way	\$0.00
2 Construction or Adjustment of Local Utilities	\$44,445.00
3 Grading, Base and Bituminous	\$0.00
4 Storm Sewer	\$14,728.22
5 Detention Basins (included in Storm Sewer)	\$0.00
6 Concrete Curb & Gutter	\$15,518.00
7 Decorative Medians	\$17,244.00
8 Median Plantings	\$5,791.50
9 Driveway Upgrades	\$0.00
10 Concrete Sidewalk	\$1,167.60
11 Trails	\$94,402.00
12 Street Lights	\$0.00
13 Traffic Signals	\$115,625.00
14 EVP	\$4,500.00
15 Mobilization, Field Office	\$11,520.00
16 Traffic Control	\$1,920.00
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Total Estimated Share of Construction Cost To The City	\$326,861.32
Estimated Federal Funds available to the City	\$120,339.67
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Total Cost less Federal Funds	\$206,521.65
Credit for Standard Median replacement	(\$22,443.40)
Total Cost to City	\$184,078.25

The total estimated construction cost to the City (less Federal Funds) for the project is \$206,521.65 as shown on the attached Exhibits A and B. The total estimated cost to the city with a median credit is \$184,078.25. The City participation in construction engineering will be at a rate of eight percent (8%) of their designated share. The estimated cost to the City for construction engineering is \$26,148.91. The grand total estimated cost to the City for the project is \$210,227.16.

Upon award of the contract, the City shall pay to the County, upon written demand by the \$197,715.80. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include administrative expenses incurred by the County.

Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the City's share. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid.

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. 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 intersection of Main Street and Otter Lake Road including any necessary extension of power lines. 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

1. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), detention basins (including ponds and their outlet structures and any grit chambers and/or collectors) shall be the sole obligation of the City.
2. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.
3. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
4. The City shall be responsible to maintain all medians which the City has designated for plantings. Maintenance shall be performed in accordance with the "Anoka County Highway Department landscape/Streetscape Guidelines dated June 2000." If the City does not comply with the guidelines, the County at any time may remove all plantings, landscaping items and replace with hard surfacing in its place. The City shall be billed by the County for all costs incurred.
5. Maintenance of the completed signals and signal equipment shall be the sole obligation of the County.
6. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
7. Painting of the traffic signals shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
8. Timing of the traffic signals shall be determined by the County.
9. Only the County shall have access to the controller cabinets.
10. The traffic control signals shall be the property of the County.
11. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
12. 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.

13. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.01, Subdivision 5, and §169.03. The City shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.
14. Malfunctions of the EVP Systems shall be immediately reported to the County.
15. All timing of said EVP Systems shall be determined by the County.
16. In the event said EVP Systems or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City, written notice thereof from the County, the County shall remove the EVP Systems. Upon removal of the EVP Systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

XI. NOTICE

For purposes of delivery of any notices 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 Pkwy, Lino Lakes, MN 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 to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: Margaret Langfeld
Margaret Langfeld, Chair
Anoka County Board of Commissioners

Dated: 1/24/06

CITY OF LINO LAKES

By: John Bergeson
John Bergeson
City of Lino Lakes Mayor

Dated: _____

ATTEST

By: John Jay McLinden
John "Jay" McLinden
Anoka County Administrator

Dated: 1/24/06

By: Gordon Heitke
Gordon Heitke
City of Lino Lakes Administrator

Dated: _____

RECOMMENDED FOR APPROVAL

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

Dated: 1/6/06

By: Jim Studenski
Jim Studenski, P.E.
City Engineer

Dated: 12-20-2005

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant Anoka County Attorney

Dated: 1-26-06

By: Will [Signature]
City Attorney

Dated: 1/2/06