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MINNESOTA TRANSPORTATION DEPARTMENT  
TRAFFIC CONTROL SIGNAL  
AGREEMENT NO. 79966M  
BETWEEN  
THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION  
AND  
THE COUNTY OF ANOKA  
AND  
THE CITY OF COON RAPIDS  
TO

Provide Maintenance and Electrical Energy for the new Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Internally Illuminated Signing on Trunk Highway No. 242 (Main Street) - County State Aid Highway No. 14 (Main Street) at Trunk Highway No. 10/Trunk Highway No. 47 East Ramps, on Trunk Highway No. 242 (Main Street) at Trunk Highway No. 10/Trunk Highway No. 47 West Ramps, and at County State Aid Highway No. 18 (Coon Creek Boulevard) in Coon Rapids, Anoka County, Minnesota.

S.P. 0212-40  
S.P. 02-614-19, 02-618-24, 114-010-11, 114-020-19, 114-127-02  
and 114-136-02  
F.P. ACNH 242-1(100)  
C.P. 98-20

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, 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 (1998) 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 remove the existing traffic control signals and install new traffic control signals with street lights, emergency vehicle pre-emption, interconnect and internally illuminated signing on Trunk Highway No. 242 (Main Street) - County State Aid Highway No. 14 (Main Street) at Trunk Highway No. 10/Trunk Highway No. 47 East Ramps, on Trunk Highway No. 242 (Main Street) at Trunk Highway No. 10/Trunk Highway No. 47 West Ramps, and at County State Aid Highway No. 18 (Coon Creek Boulevard); and

WHEREAS, the City requests and the State agrees to the installation of Emergency Vehicle Pre-emption Systems, hereinafter referred to as the "EVP Systems", as a part of the new traffic control signal installations on Trunk Highway No. 242

(Main Street) County State Aid Highway No. 14 (Main Street) at Trunk Highway No. 10/Trunk Highway No. 47 East Ramps, on Trunk Highway No. 242 (Main Street) at Trunk Highway No. 10/Trunk Highway No. 47 West Ramps, and at County State Aid Highway No. 18 (Coon Creek Boulevard) and in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, it is considered in the public's best interest for the County to provide three (3) new cabinets and control equipment to operate said new traffic control signals, all at the cost and expense of the County; and

WHEREAS, the County, the City and the State will participate in the maintenance and operation of the new traffic control signals with street lights, EVP Systems, interconnect and internally illuminated signing as hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

2. The City with its own forces and equipment or by contract shall remove the existing traffic control signals and install new traffic control signals with street lights, EVP

Systems, interconnect and internally illuminated signing on Trunk Highway No. 242 (Main Street) - County State Aid Highway No. 14 (Main Street) at Trunk Highway No. 10/Trunk Highway No. 47 East Ramps, on Trunk Highway No. 242 (Main Street) at Trunk Highway No. 10/Trunk Highway No. 47 West Ramps, and at County State Aid Highway No. 18 (Coon Creek Boulevard) in accordance with the plan and specifications for State Project No. 0212-40, State Project No.'s 02-614-19, 02-618-24, 114-010-11, 114-020-19, 114-127-02 and 114-136-02, Federal-aid Project No. ACNH 242-1(100), and City Project No. 98-20. The cost participation of the traffic control signal pay items for this project shall be covered in Municipal Agreement No. 79714, between the City and the State.

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

4. The City shall be responsible for the cost and application to secure an adequate power supply to the service pads or poles. Upon completion of said new traffic control signals with street lights and internally illuminated signing, the City shall provide payment of the monthly electrical service for operation at the cost and expense of the City.

5. Upon completion of the work contemplated in Paragraph 2 hereof, the responsibility for the new traffic control signals is as follows: a) It shall be the County's responsibility, at its cost and expense, to: (1) relamp the new traffic control signals; and (2) clean and paint the new traffic control signals and cabinets; b) It shall be the City's responsibility, at its cost and expense, to: (1) clean and paint the luminaire mast arm extensions; (2) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (3) relamp the street lights; and (4) maintain and relamp the internally illuminated signing; and c) It shall be the State's responsibility, at its cost and expense, to maintain the interconnect and perform all other traffic control signal and street light maintenance, which is to be performed by the County on a reimbursable basis.

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

- a. It shall be the State's responsibility, at its cost and expense, to maintain the EVP Systems which is to be performed by the County on a reimbursable basis.

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 Systems shall be reported to the State immediately.

d. In the event said EVP Systems 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 Systems. Upon removal of the EVP Systems 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 City.

e. All timing of said EVP Systems shall be determined by the County's Traffic Engineer.

7. Upon execution and approval of this agreement, the County agrees to maintain and keep in repair the new traffic control signals, street lights, EVP Systems and interconnect, and operate said signals and EVP Systems, including timing, as specified in Paragraphs 5 and 6, and to defend, indemnify, save and hold harmless the State and all of its agents and employees of and from any and all claims, demands, actions or causes of action or whatsoever nature or character arising out of or by reason of the performance or non-performance of the County's obligation to maintain, keep in repair and operate, including timing, the new traffic control signals, street lights, EVP Systems and interconnect under this paragraph: provided, however, that said indemnification shall not exceed the maximum liability established by Minnesota Statute Sec. 466.04 (1998) and as that statute may be amended from time to time. If knockdowns of the signal poles occur, the County shall provide standard color replacement poles and the City may paint them dark brown to match existing poles colors, or may reach an agreement with the County to replace with dark brown poles.

8. Upon execution and approval of this agreement, the State shall be billed annually by the County for the actual costs

See new Paragraph 8 on new page 9A.

of labor, material, equipment and overhead in maintaining and keeping in repair the new traffic control signals, street lights, EVP Systems and interconnect, as specified in Paragraphs 5 and 6 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, cabinets, and luminaire mast arm extensions; and maintaining and relamping the internally illuminated signing, assigned to the County or City by this Agreement. Payment to the County will be made by the State for such aforementioned costs upon submission by the County of an invoice in quintuplicate itemizing said costs and certified by a responsible County official. The invoice shall be submitted to the Office of Maintenance - Electrical Services Section. The invoice and supporting records are subject to audit by the State's representatives at their direction.

9. Timing of the new traffic control signals provided for herein, shall be determined by the County's Traffic Engineer.

10. Each party will be responsible for its own acts and omissions, the acts and omissions of its employee(s), and their results to the extent authorized by law. The parties will not be responsible for the acts of any others and the results thereof. Liability of the State will be governed by the

provisions of the Minnesota Tort Claims Act, Minnesota Statute Section 3.736 and other applicable law and the liability of the County and City is governed by Minnesota Statutes Chapter 466 and other applicable law.

11. The State or the County may terminate the terms and conditions covering maintenance and operation contained in Paragraphs 5, 6, 7, 8 and 9, upon providing 30 days notice to the other parties. 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, responsibility for the new traffic control signals shall be as follows: a) It shall be the County's responsibility, at its cost and expense, to: (1) relamp the new traffic control signals; and (2) clean and paint the new traffic control signals and cabinets; b) It shall be the City's responsibility, at its cost and expense, to: (1) clean and paint the luminaire mast arm extensions; (2) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (3) relamp the street lights and (4) maintain and relamp the internally illuminated signing; and c) It shall be the State's responsibility, at its cost and expense, to maintain the interconnect and to perform all other traffic control signal and street light maintenance. In addition, all timing of the new

traffic control signals and EVP Systems provided for herein shall be determined by the State, through its Commissioner of Transportation, and no changes shall be made therein except with the approval of the State.

12. Upon execution and approval by the City and the State and completion of the construction work provided for herein, this agreement shall supersede and terminate Agreement No. 58562 dated June 6, 1977, between the parties.

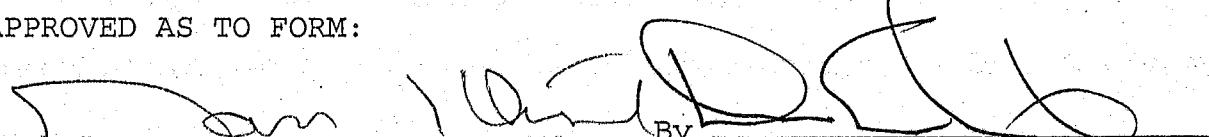
13. Upon execution and approval by the City and the State and completion of the construction work provided for herein, this agreement shall supersede and terminate Agreement No. 67234 dated December 3, 1992, between the City and the State.

8. 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, street lights, EVP Systems and interconnect, as specified in Paragraphs 5 and 6 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, cabinets, and luminaire mast arm extensions; and maintaining and relamping the internally illuminated signing, assigned to the County or City by this Agreement. The invoice must be submitted, in quintuplicate to the State's Office of Maintenance - Electrical Section. 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.

*[Handwritten signatures and initials over the last sentence]*

COUNTY OF ANOKA

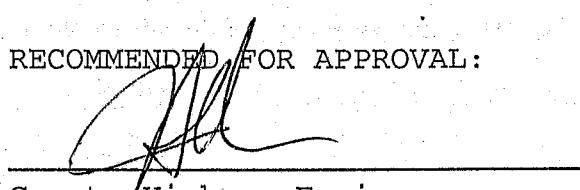
APPROVED AS TO FORM:

  
County Attorney, Assistant  
Dan Klint

Chairman of the Board  
Dan Erhart

Dated 5/9/00

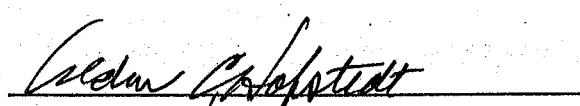
RECOMMENDED FOR APPROVAL:

  
County Highway Engineer  
Jon G. Olson

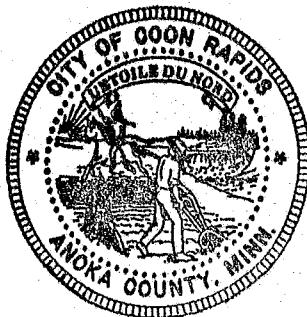
By John Jay McLinden  
County Auditor-Administrator  
John "Jay" McLinden

CITY OF COON RAPIDS

APPROVED AS TO FORM:

  
City Attorney

By Irene McCarthy  
Mayor



By Al Glentzer  
(City Seal)  
City Manager

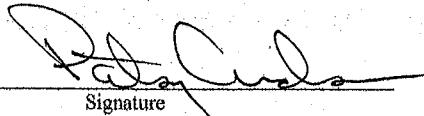
State of Minnesota  
County of Anoka

Agreement No. 79966M

This Agreement was acknowledged before me this 9<sup>th</sup> day of May, 2000,

by Dan Erhart and John "Jay" McLinden, the Chairman of the Board of Commissioners, and the County Administrator of the County of Anoka, as they executed this Agreement on behalf of the municipality intending to be bound thereby.

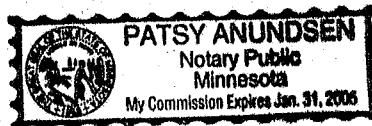
Notary Public



Signature

My Commission Expires 1-31-2005

Date



STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

for Michael P. Galbreath  
Assistant Division Engineer

APPROVED AS TO FORM AND EXECUTION:  
ORIGINAL SIGNER BY:

3/6/61

Assistant Attorney General  
State of Minnesota

DEPARTMENT OF TRANSPORTATION

By Patrick C. O'Byrne  
Assistant Commissioner

Dated 2/27/01

DEPARTMENT OF ADMINISTRATION

By MAR 02 2001