

COUNTY OF ANOKA

DIVISION OF PUBLIC SERVICES

Accounting & Contracts Administration

HIGHWAY DEPARTMENT

1440 Bunker Lake Blvd. NW • Andover, Minnesota 55304

- GIS
- Highway
- Parks

- Solid Waste
- Surveyor
- Transit

ALONZO J. FERNANDEZ

Contracts Administration
Direct # (612) 754-3520
Fax # (612) 754-3532

June 26, 1997

CITY OF LINO LAKES

1189 Main Street
Lino Lakes, MN 55014

ORIGINAL AGREEMENT

Attention: Mr. Dave Ahrens

Subject: **Fully Executed Joint Powers Agreement** for the maintenance of a traffic control signal at CSAH No. 23 (Lake Drive), CSAH No. 49 (Hodgson Road) and CR No. 10 (North Road) in the City of Lino Lakes.

Reference: (a) State Aid Project 02-623-07
(b) Anoka County Board of Commissioner's Approval to Enter into a Maintenance Agreement w/City of Lino Lakes November 26, 1996.
(c) Anoka County Letter dated February 5, 1997 w/Joint Power Agreement for execution by the City of Lino Lakes.
(d) Receipt of signed of Joint Power Agreement from the City of Lino Lakes on May 27, 1997.

Enclosure: Anoka County Joint Powers Agreement No. 970502 dated November 26, 1996 (Original).

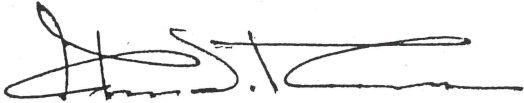
Dear Mr. Ahrens,

Pursuant to References (a) - (d), the Enclosure maintenance agreement, fully executed, is provided for your records and retention. As you are aware, this signal system was previously under the jurisdiction of the state prior its turnback to Anoka County. Anoka County now assumes jurisdiction and under this joint powers agreement will perform all necessary maintenance as described therein of this system which is located in the City of Lino Lakes.

The only costs that may be incurred by the city relative to the maintenance of this particular system are those associated with the repair and/or replacement costs and labor associated with any wiring connected with the EVP and luminaire that utilizes the county's conduit. Otherwise, all maintenance costs will be borne by the county.

If you have any questions regarding the terms of this agreement, please do not hesitate to contact the undersigned for assistance.

Respectfully,



Alonzo J. Fernandez
Contracts Administrator

JO/af/linolake.016

Copy Routed to:

- ☐ Jon G. Olson, P.E., Anoka County Engineer
- ☐ Douglas W. Fischer, P.E., Assistant County Engineer
- ☐ Jane Pemble, Traffic Engineer
- ☐ Roger Butler, Traffic Engineering Coordinator
- ☐ Randy Barney, Traffic Services Supervisor-Signals
- ☐ Mark Daly, P.E., Construction Engineer
- ☐ Fred Edstrom, Administrative Services Supervisor
- ☐ Mike Kelly, Chief Right-of-Way Agent
- ☐ Maintenance Agreement No. 970502 w/City of Lino Lakes File

Affirmative Action / Equal Opportunity Employer

**JOINT POWERS AGREEMENT
FOR THE MAINTENANCE OF TRAFFIC CONTROL SIGNALS
AT CSAH NO. 23 (LAKE DRIVE),
CSAH NO. 49 (HODGSON ROAD) AND CR NO. 10 (NORTH ROAD)
IN THE CITY OF LINO LAKES**

THIS AGREEMENT is made and entered into this day 26th day of November, 1996, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereafter referred to as the "County," and the City of Lino Lakes, 1189 Main Street, Lino Lakes, MN 55014, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the parties to this Agreement desire to provide for the maintenance of a traffic control signal at CSAH No. 23 (Lake Drive), CSAH No. 49 (Hodgson Road) and CR No. 10 (North Road) in the City of Lino Lakes; and

WHEREAS, The City has installed the traffic control signal system at CSAH No. 23 (Lake Drive), CSAH No. 49 (Hodgson Road) and CR No. 10 (North Road) in the City of Lino Lakes; and

WHEREAS, the parties agree that it is in their best interest that the maintenance of said signal be undertaken by both the City and the County; 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 as follows:

I. PURPOSE:

The parties have joined together for the purpose of providing for the maintenance of a traffic control signal at CSAH No. 23 (Lake Drive), CSAH No. 49 (Hodgson Road) and CR No. 10 (North Road) in the City of Lino Lakes.

II. METHOD:

A. The County Highway Department shall maintain the traffic signal controller, traffic signal lamps, loop detectors and associated wiring of the traffic control system,

traffic signal painting, sign maintenance at the sole cost of the County.

B. The City will be responsible for any electrical power installation and ongoing power cost, painting/maintenance of luminaire hardware attached to the traffic control signal system.

C. All timing of the traffic control signal shall be determined by the County.

D. Only the County shall have access to the controller cabinet.

E. The traffic control signal shall be the property of the County.

III. COSTS:

A. The City shall be responsible for all costs associated with the ongoing power costs and all maintenance costs as described herein.

IV. TERM:

This agreement shall continue until (1) 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. CONTACTS AND PURCHASES:

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformance to 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. In the case where the City terminates said Agreement, the signal system shall be removed at the City's sole expense prior to termination. Such termination shall not be effective

prior to such notice of termination. The City shall pay all costs incurred by the County prior to such notice of Termination.

IX. AFFIRMATIVE ACTION:

In accordance with the County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color sex, sexual orientation, marital status, public assistance status, age, disability or national origin.

X. NOTICE:

For the purpose 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 the City of Lino Lakes, 1189 Main Street, Lino Lakes, MN 55014, 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, agent or employees relating to activity 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 hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter thereof. Any alterations or modification of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties herein.

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

COUNTY OF ANOKA

By: [Signature]
Dan Erhart, Chairman
County Board of Commissioner

Dated: 6-10-97

CITY OF LINO LAKES

By: [Signature]
Its: Mayor

Dated: 5-1-97

ATTEST

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

Dated: 6-10-97

By: [Signature]
Its: Clerk - Treasurer

Dated: 5-1-97

RECOMMENDED FOR APPROVAL

By: [Signature]
Jon G. Olson
County Engineer

Dated: 5/28/97

By: [Signature]
Its: Public Works Director/City Eng.

Dated: April 29, 1997

APPROVED AS TO FORM

By: [Signature]
Dan Klint
Assistant County Attorney

Dated: 6-17-97

By: [Signature]
Its: City Attorney

Dated: May 7, 1997

MINNESOTA TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

AGREEMENT NO. 73845

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF ANOKA

AND

THE CITY OF LINO LAKES

TO

Install a new Traffic Control Signal with Street Lights,
Emergency Vehicle Pre-emption and Signing on Trunk Highway No. 49
(Hodgson Road) - County State Aid Highway No. 10 (North Road) at
Trunk Highway No. 49 (Lake Drive) - County State Aid Highway
No. 23 (Lake Drive) in Lino Lakes, Anoka County, Minnesota.

S.P. 0204-12

S.A.P. 02-610-09 and 02-623-07

Prepared by Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

AMOUNT ENCUMBERED

Anoka County \$5,000.00
City of Lino Lakes \$5,000.00

\$68,580.00

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 Lino Lakes, 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 and signing on Trunk Highway No. 49 (Hodgson Road) - County State Aid Highway No. 10 (North Road) at Trunk Highway No. 49 (Lake Drive) - County State Aid Highway No. 23 (Lake Drive); 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 Trunk Highway No. 49 (Hodgson Road) - County State Aid Highway No. 10 (North Road) at Trunk Highway No. 49 (Lake Drive) - County State Aid Highway No. 23 (Lake Drive) 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 State will participate in the cost, maintenance and operation of the traffic control signal with street lights, EVP System and 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" and shall be so referred to hereinafter.

2. The contract cost of the work or, if the work is not contracted, the cost of all labor, materials, and equipment rental required to complete the work, except the cost of providing the power supply to the service pole or pad, shall constitute the actual "Construction Cost" and shall be so referred to hereinafter.

3. The City with its own forces and equipment or by contract shall install a new traffic control signal with street lights, EVP System and signing on Trunk Highway No. 49 (Hodgson

Road) - County State Aid Highway No. 10 (North Road) at Trunk Highway No. 49 (Lake Drive) - County State Aid Highway No. 23 (Lake Drive) in accordance with State Project No. 0204-12 and State Aid Project No.'s 02-610-09 and 02-623-07. Estimated Construction Cost is \$127,000.00. State's share is 50 percent. County's share is 25 percent. City's share is 25 percent.

4. The State will furnish to the City the State furnished materials to be installed with the City work provided in Paragraph 3. Estimated cost for State furnished materials is \$20,000.00. State's share is 50 percent. County's share is 25 percent. City's share is 25 percent.

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

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

7. Upon completion of the work provided for in Paragraph 3 hereof to the satisfaction of the State's Assistant Division Engineer at Roseville or his duly authorized representative, the State shall pay to the City the State's share of the actual Construction Costs (which cost excludes the aforementioned State furnished materials) plus eight (8) percent of its share for the cost of Engineering and Inspection.

8. The amount to be encumbered for payment to the City from Trunk Highway Funds for the construction work performed under this Agreement is \$68,580.00, which is the State's share of the Construction and Engineering and Inspection Costs. In the event that at any time it appears that such reimbursement will exceed said sum, the City shall promptly notify the State's Assistant Division Engineer at Roseville or his duly authorized representative of the reason for the increase in cost and the amount of additional funds necessary to complete the project. If approved by the State's Assistant Division Engineer at Roseville or his duly authorized representative, additional funds shall be encumbered by the State and notice by the State's Assistant Division Engineer at Roseville or his duly authorized representative to the City of that additional encumbrance will permit the City to complete this project.

9. Payment to the City will be made by the State for such work which is complete and approved and upon submission by the City of an invoice in quintuplicate itemizing the actual

Construction Cost and certified by a responsible City official that said work has been completed under the terms of this Agreement. The invoice and supporting records are subject to audit by the State's representative at the direction of the State.

10. In the event the City advertises for bids for all or a portion of the work in Paragraph 3 hereof, the City shall submit to the State a certified copy of the low bid received and an abstract of all bids received by the City, together with the City's request for concurrence by the State in the award of a construction contract. Award of the contract shall not be made until the State advises the City in writing of its concurrence.

11. 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.

12. 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.

13. Upon completion of the work contemplated in Paragraph 3 hereof, the responsibility for the traffic control signal is as follows: a) It shall be the County's responsibility, at its cost and expense, to relamp the traffic

control signal; b) 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 street lights; and (3) clean and paint the traffic control signal, cabinet and luminaire mast arm extensions; and c) It shall be the State's responsibility, at its cost and expense, to maintain the signing and perform all other traffic control signal and street light maintenance.

14. The EVP System provided for in Paragraph 3 hereof shall be installed, operated, maintained or removed in accordance with the following conditions and requirements:

- a) All maintenance of the EVP System shall be done by State forces.
- 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 receiver, infrared detector heads and indicator lamps and all other components shall become the property of the State.

- e) All timing of said EVP System shall be determined by the State through its Commissioner of Transportation.

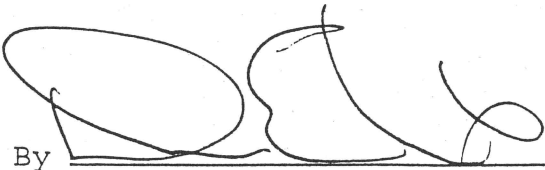
15. Any and all persons engaged in the aforesaid work to be performed by the City shall not be considered employees of the State or County and any and all claims that may or might arise under the Worker's Compensation Act of this State on behalf of said employees while so engaged, and any and all claims made by any 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 State or County. The City shall not be responsible under the Worker's Compensation Act for any employees of the State or County.

16. Timing of the traffic control signal 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.

COUNTY OF ANOKA

APPROVED AS TO FORM:

County Attorney

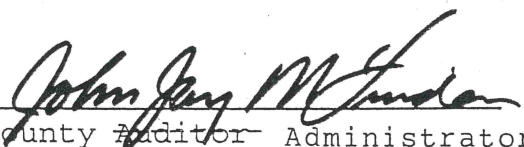
By _____
Chairman of the Board

Dated 1-9-96

(County Seal)

RECOMMENDED FOR APPROVAL:

County Highway Engineer

By _____
County Auditor Administrator

CITY OF LINO LAKES

APPROVED AS TO FORM:

William J. Gies
City Attorney

By [Signature]

Mayor

(City Seal)

By Randall Schumacher

City Administrator

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

[Signature]
Assistant Division Engineer
Operations Division

DEPARTMENT OF TRANSPORTATION

By Patrick C. Hughes

Assistant Commissioner

Dated 1-30-96

APPROVED AS TO FORM AND EXECUTION:

15/ D.J. Mueeting
Assistant Attorney General
State of Minnesota

DEPARTMENT OF ADMINISTRATION

ORIGINAL SIGNED BY

By FEB 05 1996

LAURIE L. ANDERSON

Dated _____

DEPARTMENT OF FINANCE

By [Signature]

Dated 2/6/96

BOARD OF COUNTY COMMISSIONERS
Anoka County, Minnesota

DATE: January 2, 1996

RESOLUTION #96-9

OFFERED BY COMMISSIONER: Langfeld

**RESOLUTION TO ENTER INTO AGREEMENT WITH THE
STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION
AND THE CITY OF LINO LAKES
S.A.P. 02-623-07/S.A.P. 02-610-09
STATE PROJECT NO. S.P. 0204-12**

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 and signing on Trunk Highway No. 49 (Hodgson Road) - County State-Aid Highway No. 10 (North Road) at Trunk Highway No. 49 (Lake Drive) - County State-Aid Highway No. 23 (Lake Drive) in accordance with the terms and conditions set forth and contained in Agreement No. 73845, a copy of which was before the county board.

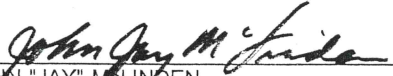
BE IT FURTHER RESOLVED that the proper county officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the county all of the contractual obligations contained therein.

	YES		NO
District #1 - Berg	<u>X</u>	Berg	<u> </u>
District #2 - Lang	<u>X</u>	Lang	<u> </u>
District #3 - Langfeld	<u>X</u>	Langfeld	<u> </u>
District #4 - Kordiak	<u>X</u>	Kordiak	<u> </u>
District #5 - McCauley	<u>X</u>	McCauley	<u> </u>
District #6 - McCarron	<u>X</u>	McCarron	<u> </u>
District #7 - Erhart	<u>X</u>	Erhart	<u> </u>

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 January 9, 1996, 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 9th day of January, 1996.


JOHN "JAY" McLINDEN
COUNTY ADMINISTRATOR

