

**JOINT POWERS AGREEMENT  
FOR THE INTERSECTION RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 14  
(MAIN STREET) AND COUNTY STATE AID HIGHWAY 23 (LAKE DRIVE)  
IN THE CITY OF LINO LAKES, MN  
(SAP 02-614-38)**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 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 "County", and the City of Lino Lakes, 600 Town Center Parkway, Lino Lakes, MN 55014, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct the intersection of County State Aid Highway 14 (Main Street) and County State Aid Highway 23 (Lake Drive) and,

WHEREAS, said parties mutually agree that the intersection of County State Aid Highway 14 and County State Aid Highway 23 is in need of reconstruction; and,

WHEREAS, the City has prepared preliminary design plans for the reconstruction of the intersection of County State Aid Highway 14 and County State Aid Highway 23 in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over County State Aid Highway 14 and County State Aid Highway 23 and,

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

The parties have joined together for the purpose of reconstructing the roadway, drainage, sidewalk, and constructing a new traffic control system at the intersection of CSAH 14 (Main Street) and CSAH 23 (Lake Drive); as described in the plans and specifications numbered City of Lino Lakes Project SAP 02-614-38 (hereinafter referred to as "Project") on file in the office of the Anoka County Highway Department. As part of the approval of the Project, the City and County have reached an agreement with regards to other matters which are described below:

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of County State Aid Project No. 02-614-38 at the intersection of CSAH 14 and CSAH 23 is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated February 2, 2012 has been reviewed and accepted by the parties and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design as presented in the Exhibit "A" Layout will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

#### IMPROVEMENTS:

It is agreed by the parties that in 2012, the intersection of CSAH 14 and CSAH 23 will be reconstructed to a two-lane section with left and right turn lanes to the extent shown in "Exhibit A". Improvements include, but are not limited to: new traffic signal construction, right and left-turn lanes, through lanes, shoulders, concrete curb and gutter, storm sewer with associated ponding, sidewalk, mill and overlay within the project limits, Crack and seat on CSAH 23 from Marketplace Drive to Main Street, and Marketplace crosswalk improvements.

#### INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the Exhibit "A" Layout design:

CSAH 14 / CSAH 23: Full Access Intersection with Traffic Signal

#### RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project, and be reimbursed by the City up to \$25,000. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street intersections beyond what is defined in the Exhibit "A" Layout will be the responsibility of the City. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to acceptance of bids for the project. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

#### TRAFFIC SIGNALS:

CSAH 14 and CSAH 23 Intersection:

The traffic analysis has determined that a traffic signal is warranted at the CSAH 14 and CSAH 23 intersection. The parties agree that a traffic control signal system will be constructed at this intersection with this project pending the appropriate approvals.

BITUMINOUS TRAIL/CONCRETE SIDEWALK:

Southeast Corner CSAH 14/CSAH 23 Bituminous Trail.

Northwest Corner of CSAH 14/CSAH 23 Concrete Sidewalk.

TRAFFIC CONTROL:

The parties understand and agree that the intersection of CSAH 14 and CSAH 23 will remain open to thru traffic during construction, with access maintained to all properties.

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) by the Project will be reconstructed in kind with the cost of any upgrades requested by the City, including concrete aprons, to be the sole responsibility of the City.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project, they shall be designed in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City shall supply the signed plan sheets and specifications for the proposed landscape/streetscape. The total cost of the design as well as the construction cost above standard median cost will be at the expense of the requesting City. All construction documents must be submitted to the County by May 15, 2012. Future maintenance of any landscaping/streetscaping will be the sole responsibility of the city.

PERMITS:

The parties agree that the City will secure all necessary permits for this Project. The County requests that the City inform the County of any ordinances or city regulations that affect construction at the time of the signing of this JPA. (e.g. setbacks, tree clearing ordinances, or any other city ordinances.)

II. METHOD

The City shall cause the construction of Anoka County Project SP 02-614-38, in conformance with proposed engineering plans and specifications.

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 construction costs" are good

faith projections of the costs, which will be incurred for this project. Actual costs will vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the intersection project is \$762,891 and the estimated construction cost for the County Crack and Seat on CSAH 23 is \$180,017 and the Marketplace crosswalk improvements is \$19,332.

The parties agree that the cost of the intersection project shall be split 50% of the construction cost to the City and 50% of the construction cost to the County, similar to the standard County cost share for a new traffic signal.

The total estimated construction cost to the City is \$381,445 for the intersection project. The total estimated construction cost to the County is \$381,445 for the intersection project, \$180,017 for the CSAH 23 Crack and Seat, and \$19,332 for the Marketplace crosswalk improvements, for a total of \$580,794.

The County shall be performing the construction inspections and administration for this construction project.

Upon award of the contract, the County shall pay to the City, upon written demand by the City, ninety five percent (95%) of its portion of the cost of the project estimated at \$551,754. Prior to billing, this estimate will be updated by the City to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the County at the time of billing. The City share of the cost of the project shall also include all roadway design costs for the intersection project; and the County share of the cost of the project shall also include all roadway design costs for the Crack and Seat and for the Marketplace crosswalk improvements.

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

request by either party. Prior to City payment to the County, Anoka County shall provide the City a copy of all cost participation documents submitted to MnDOT State Aid to assist the city in their application for MSA funding.

#### 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 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 and cause the installation of an adequate electrical power source to the service cabinet for the CSAH 14/CSAH 23 traffic control signal system including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installation, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City.

#### X. MAINTENANCE

- A. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- B. Maintenance of the bituminous trail and concrete sidewalk shall be the responsibility of the City. The City shall be responsible for general routine maintenance such as, sweeping, clearing, plowing, trash removal and other incidental items.
- C. Maintenance of crosswalk pavement markings shall be the responsibility of the City and the County. The County will be responsible for the maintenance of the crosswalk pavement marking for the crossings at the signalized intersections. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all city streets.
- D. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- E. Maintenance of the completed traffic control signal and signal equipment at the CSAH 14/CSAH 23 intersection shall be the sole obligation of the County.
- F. The County shall maintain the said traffic signal controllers, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- G. Painting of the traffic signal shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
- H. Timing of the completed traffic control signal shall be determined by the County.

- I. Only the County shall have access to the controller cabinets.
- J. The traffic control signals shall be the property of the County.
- K. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- L. All maintenance of the EVP Systems at the CSAH 14/CSAH 23 intersection shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- M. 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.
- N. Malfunctions of the EVP Systems shall be immediately reported to the County.
- O. All timing of said EVP Systems shall be determined by the County.
- P. 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 herein, 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 to the City Administrator of Lino Lakes, 600 Town Center Parkway, Lino Lakes, MN 55014, on behalf of the City.

## XII. INDEMNIFICATION

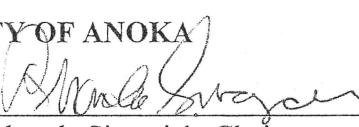
The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

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: 

Rhonda Sivarajah, Chair  
Board of Commissioners

Dated: 5/14/12

ATTEST

By: 

Jerry Soria  
County Administrator

Dated: 5-19-12

**RECOMMENDED FOR APPROVAL**

By: 

Douglas W. Fischer, P.E.  
County Engineer

Dated: 5/10/12

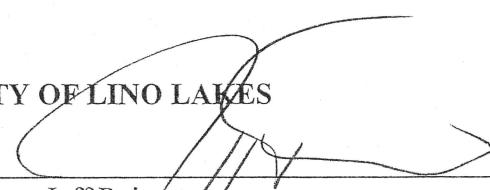
**APPROVED AS TO FORM**

By: 

Dan Klint  
Assistant County Attorney

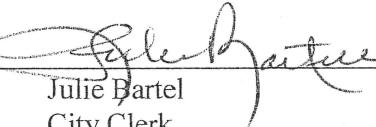
Dated: 5-17-12

**CITY OF LINO LAKES**

By: 

Jeff Reinert  
Mayor

Dated: 4/9/12

By: 

Julie Bartel  
City Clerk

Dated: 4/9/12

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

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_



PRE-LETTING  
SERVICES  
SECTION

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
COOPERATIVE CONSTRUCTION  
AGREEMENT

Mn/DOT  
AGREEMENT NO.  
88901

S.P. 0280-56 (T.H. 35W=394)  
S.A.P. 02-623-014  
Fed. Proj. STPX 0204(039)

The State of Minnesota,  
Department of Transportation, and  
Anoka County and The City of Blaine  
Re: State lump sum payment for  
construction costs and County  
furnished materials for  
traffic control signal system  
installation and intersection  
improvements on T.H. 35W Off  
Ramp at the intersection of  
C.S.A.H. 23 and C.R. 105

AMOUNT ENCUMBERED  
\$131,000.00  
(Anoka County)

AMOUNT RECEIVABLE  
(None)

THIS AGREEMENT is made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State" and Anoka County, Minnesota, acting by and through its Board of Commissioners, hereinafter referred to as the "County" and the City of Blaine, Minnesota, acting by and through its City Council, hereinafter referred to as the "City".

WHEREAS, the County is about to perform grading, bituminous pavement, drainage, curb and gutter, striping, turn lanes (intersection improvements) and traffic control signal system construction and other associated construction upon, along and adjacent to Trunk Highway No. 35W at the intersection of County State Aid Highway 23 (Lake Drive) and County Road 105 (Naples Street) within the corporate City limits in accordance with State-approved County plans, specifications and special provisions designated by the County and by the State as State Aid Project No. 02-623-014, and State Project No. 0280-56 (T.H. 35W=394), and in the records of the Federal Highway Administration as Minnesota Project STPX 0204(039); and

WHEREAS, the County has requested participation by the State in the costs of the intersection improvements and traffic control signal system construction; and

WHEREAS, the State has determined that there is justification and it is in the public's best interest to install a new traffic control signal at the location set out in this agreement; and

WHEREAS, the County and the City request, and the State agrees to the installation of an Emergency Vehicle Pre-emption System (EVP system) as a part of the new traffic control signal system installation; and

WHEREAS, the County shall provide County furnished materials, consisting of a new signal cabinet with control equipment to operate the new traffic control signal and EVP system at the locations set out in this agreement, and the State's lump sum payment shall include the State's share of the County furnished materials; and

WHEREAS, the State is willing to participate in the costs of the intersection improvements and traffic control signal construction and

associated construction engineering in a lump sum amount as hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2 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.

**IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:**

**ARTICLE I - CONSTRUCTION BY THE COUNTY**

**Section A. Contract Award and Construction**

The County shall receive bids and award a construction contract to the lowest responsible bidder, subject to concurrence by the State in that award, in accordance with State-approved County plans, specifications and special provisions designated by the County and by the State as State Aid Project No. 02-623-014, and State Project No. 0280-56 (T.H. 35W=394). The contract construction shall be performed in accordance with State-approved County plans, specifications and special provisions that are on file in the office of the County's Engineer, and are incorporated into this Agreement by reference.

**Section B. Documents to be Furnished to the State**

The County shall, within seven days of opening bids for the construction contract, submit to the State's District Engineer at Roseville a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County shall not award the construction contract until the State advises the County in writing of its concurrence therein.

**Section C. Rejection of Bids**

The County may reject and the State may require the County to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids pursuant to this section, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

**Section D. Direction, Supervision and Inspection of Construction**

The contract construction shall be under the direction of the County and under the supervision of a registered professional engineer; however, the contract construction shall be open to inspection by the State District Engineer's authorized representatives. The County shall give the District Engineer at Roseville five days notice of its intention to start the contract construction.

Responsibility for the control of materials for the contract construction shall be on the County and its contractor and shall be carried out in accordance with Specifications No. 1601 through and including No. 1609 as set forth in the State's current "Standard Specifications for Construction".

**Section E. Completion of Construction**

The County shall cause the contract construction to be started and completed in accordance with the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County official and the State District Engineer's

authorized representative, for unavoidable delays encountered in the performance thereof.

**Section F. Plan Changes, Etc.**

All changes in the plans, specifications and special provisions for the contract construction and all addenda, change orders and supplemental agreements entered into by the County and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

**Section G. Compliance with Laws, Ordinances and Regulations**

The County shall, in connection with the award and administration of the construction contract and the performance of the contract construction, comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.

**Section H. Right-of-Way, Easements and Permits**

The County shall, without cost or expense to the State, obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the contract construction. Prior to advance payment by the State, the County shall furnish the State with certified copies of the documents for those rights-of-way and easements, and certified copies of those construction permits and other permits and sanctions required for the contract construction.

**ARTICLE II - PAYMENT BY THE STATE**

The State shall advance to the County, as the State's full and complete share of the costs of the intersection improvements and traffic control signal construction and associated construction engineering to be performed upon, along and adjacent to Trunk Highway No. 35W at the intersection of County State Aid Highway 23

(Lake Drive) and County Road 105 (Naples Street) within the corporate limits of the City of Blaine under State Project No. 0280-56 (T.H. 35W=394), a lump sum in the amount of \$131,000.00 or the total cost of the contract construction as shown in the awarded contract bid document plus an 8 percent construction engineering cost share, whichever amount is smaller. The lump sum amount consists of the State's contract construction cost share and cost for County furnished materials (\$120,520.00) and associated construction engineering (\$10,480).

The State shall advance to the County the lump sum amount after the following conditions have been met:

- A. Encumbrance by the State of the State's full and complete lump sum cost share.
- B. Receipt by the State from the County of certified documentation for all of the right-of-way and easement acquisition required for the contract construction, and the approval of that documentation by the State's Land Management Director at St. Paul.
- C. Execution and approval of this Agreement and the State's transmittal of it to the County. If execution and approval of this Agreement does not constitute concurrence by the State in the award of the construction contract, a letter advising the County of the State's concurrence in the award of the construction contract shall accompany the County's copy of this Agreement.
- D. Receipt by the State of a written request from the County for the advancement of funds. The request shall include certification by the County that all necessary parties have executed the construction contract.

**ARTICLE III - CONSTRUCTION DOCUMENTS FURNISHED BY THE COUNTY**

The County shall keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the County contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County official that final construction contract payment has been made.
- C. Copies of all construction contract change orders and supplemental agreements.
- D. A certification form, provided by the State, signed by the County's Engineer in charge of the contract construction attesting to the following:
  1. Satisfactory performance and completion of all contract construction in accordance with State-approved County plans, specifications and special provisions.
  2. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
  3. Full payment by the County to its contractor for all contract construction.

- E. Copies, certified by the County's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "as built" plan sent to the State's District Engineer.

#### **ARTICLE IV - GENERAL PROVISIONS**

##### **Section A. Replacement of Castings**

The County shall furnish its contractor with new castings and parts for all in-place facilities owned by the City of Blaine and constructed hereunder when replacements are required, without cost or expense to the State.

##### **Section B. Operation of the EVP system**

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

- 1. It shall be the State's responsibility, at its cost and expense, to maintain the EVP system, which is to be performed by the County on a reimbursable basis as described in Section C of this Article.
- 2. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes Section 169.01, subdivision 5. Authorized emergency vehicles may use emitter units only when responding to an emergency. The County and the City shall provide the State's District Engineer or his authorized representative with a list of all County-owned and City-owned vehicles with emitter units.
- 3. Malfunction of the EVP system must be reported to the County immediately.

4. If an EVP system or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph 2 of this section are violated, and such misuse or violation continues after the County receives written notice from the State, the State may remove the EVP system. Upon removal of the EVP system pursuant to this Paragraph, all of its parts and components become the property of the State.
5. All timing of the EVP system will be determined by the County's Traffic Operation Engineer.

**Section C. Maintenance by the County**

Upon satisfactory completion of the intersection improvements construction on County State Aid Highway 23 (Lake Drive) and County Road 105 (Naples Street) to be performed under the construction contract, the County shall provide for the proper maintenance of the roadways and all of the facilities a part thereof, without cost or expense to the State. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating, and any other maintenance activities necessary to perpetuate the roadways in a safe and usable condition.

Upon satisfactory completion of the traffic control signal construction to be performed within the corporate City limits under the construction contract, the County shall provide for and perform minor maintenance for the traffic control signal, at no cost to the State.

The County shall be reimbursed by the State for major maintenance of the traffic control signal system, which includes control equipment, electrical wiring, signal hardware, operation and timing, and replacing equipment knockdowns.

Upon completion of any major maintenance work performed for the traffic control signal system, the County will submit to the State a detailed invoice, in duplicate, listing all labor, equipment and materials used. The State will reimburse the County for services provided hereunder as follows:

1. Direct labor charges will be reimbursed at actual hourly rates paid to County forces performing the work.
2. Fringe benefits will be reimbursed as a percentage of direct labor charges, such percentage to be determined by the County at the beginning of each County fiscal year from the current cost accounting data.
3. 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 County at the beginning of each County fiscal year from the current cost accounting data.
4. Any material used will be reimbursed at their actual cost to the County.

Upon receipt of said invoice, the State will promptly pay the County the full amount due.

#### Section D. Maintenance by the City

Upon satisfactory completion of the traffic control signal construction to be performed under the construction contract, the City will provide for the proper maintenance of the luminaire and all its components, including cleaning and painting the luminaire mast arm extensions, relamping, and replacing the luminaire when necessary.

The City shall be responsible for the cost and application to secure an adequate power supply to the service pad or pole. Upon satisfactory completion of the traffic control signal construction to be performed within the corporate City limits under the construction contract, the City shall pay all monthly electrical service expenses necessary to operate the traffic control signal and EVP system, without cost or expense to the State.

#### Section E. Additional Drainage

Neither party to this Agreement shall drain any additional drainage into the storm sewer facilities to be constructed under the construction contract, that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Roseville and is incorporated into this Agreement by reference.

#### Section F. Termination of Agreement

Each party may terminate this Agreement, with or without cause, by providing the other party with written or fax notice of effective date of termination. The State is not obligated to pay for services performed after notice and effective date of termination. Upon such termination, the County is entitled to payment for services satisfactorily performed under this Agreement prior to the effective date of termination.

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered under this Agreement.

Termination must be by written or fax notice to the County. The State is not obligated to pay for services performed after notice and effective date of termination. Upon such termination, the County is entitled to payment for services satisfactorily performed under this Agreement prior to the effective date of termination, to the extent the funds are available.

#### Section G. Examination of Books, Records, Etc.

As provided by Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of each party relevant to this Agreement are subject to examination by each party, and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from final payment.

#### Section H. Claims

Each party is responsible for its own employees for any claims arising under the Workers' Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Section 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and the City.

#### Section I. Nondiscrimination

The provisions of Minnesota Statutes Section 181.59 and of any applicable law relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

#### Section J. Agreement Approval

Before this Agreement becomes binding and effective, it shall be approved by a County Board of Commissioners resolution, a City Council resolution, and executed by such State, County, and City

officers/officials as the law may provide in addition to the Commissioner of Transportation or their authorized representative.

**ARTICLE V - AUTHORIZED AGENTS**

The State's Authorized Agent for the purpose of the administration of this Agreement is Maryanne Kelly-Sonnek, Municipal Agreements Engineer, or her successor. Her current address and phone number is 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155, (651) 296-0969.

The County's Authorized Agent for the purpose of the administration of this Agreement is Lyndon Robjent, Assistant County Engineer, or his successor. His current address and phone number is Anoka County Highway Department, 1440 Bunker Lake Boulevard, Andover, MN 55304, (763) 862-4237.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: Margaret Langfeld

Margaret Langfeld, Chair  
Board of Commissioners

Dated: 1/24/06

ATTEST

By: John "Jay" McLinden

John "Jay" McLinden  
County Administrator

Dated: 1/24/06

APPROVED BY

By: Douglas W. Fischer

Douglas W. Fischer, PE  
County Highway Engineer

Dated: 1/11/06

APPROVED AS TO FORM

By: Dan Clint

Dan Clint  
Assistant County Attorney

Dated: 4-3-06

**DEPARTMENT OF TRANSPORTATION**

Recommended for approval:

By Douglas W. Fischer  
District Engineer

Approved: Mr. Mather  
State Design Engineer

Date April 12 2006

Approved as to form and execution:

By Jones Cane  
Contract Management

Date April 12 06

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By Jones Cane

Date April 12, 06

J. K. Kline  
4/12/2006  
33890917

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

**CITY OF BLAINE**

By Tom Ryan  
Tom Ryan  
Title Mayor

Date March 2, 2006

By Ronald R. Wood  
Ronald R. Wood  
Title City Manager

Date March 2, 2006

## ANOKA COUNTY

### RESOLUTION

IT IS RESOLVED that Anoka County enter into Mn/DOT Agreement No. 88901 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the Traffic Control Signal and Emergency Vehicle Pre-emption System installation and roadway improvements construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 35W Off Ramp at the intersection of County State Aid Highway 23 (Lake Drive) and County Road 105 (Naples Street) within the corporate limits of the City of Blaine under State Project No. 0280-56.

IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title) \_\_\_\_\_ are authorized to execute the Agreement and any  
(Title) amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Anoka County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 200\_\_\_\_.

(Signature)

Notary Public \_\_\_\_\_

(Type or Print Name)

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

(Title)

NOTARY  
STAMP