

**JOINT POWERS AGREEMENT
FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL STUDIES
FOR THE RECONSTRUCTION OF
COUNTY STATE AID HIGHWAY 11 (HANSON BOULEVARD)
AND TRUNK HIGHWAY 10 INTERCHANGE FROM
COUNTY STATE AID HIGHWAY 11 (NORTHDALE BOULEVARD)
TO 115TH AVENUE
PROJECT NO. SAP 02-611-29**

THIS AGREEMENT is made and entered into this 12th day of June, 2001 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 Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct County State Aid Highway 11 (Hanson Boulevard) and improve the traffic capacity at the Trunk Highway 10/Hanson Boulevard interchange as soon as possible; and

WHEREAS, said parties mutually agree that the interchange at Trunk Highway 10 and County State Aid Highway 11 (Hanson Boulevard) and County State Aid Highway 11 (Hanson Boulevard) between County State Aid Highway 11 (Northdale Boulevard - north leg) and 115th Avenue is in need of reconstruction; and

WHEREAS, the parties to this agreement consider it mutually desirable to provide new traffic control signals at the intersections of Hanson Boulevard at the following locations; Northdale Boulevard (north intersection), Northdale Boulevard (south intersection), and at the interchange ramps to TH 10, including the associated work thereof all for the safety of the traveling public; and

WHEREAS, the City will prepare preliminary design plans for the reconstruction of Trunk Highway 10/Hanson Boulevard interchange in accordance with a proposal for engineering services, prepared by URS/BRW, Inc. dated May 7, 2001 which gives an overview of preliminary engineering services for the Hanson Boulevard/TH 10 interchange reconstruction project; and

WHEREAS, Anoka County has jurisdiction over County State Aid Highway 11 (Hanson Boulevard from County State Aid Highway 11 (Northdale Boulevard north - leg) to 115th Avenue; and

WHEREAS, the parties agree that the City shall cause the reconstruction of the interchange, including replacement of the TH 10 bridge, roadway reconstruction, intersection signalization, drainage, sidewalks, and storm sewer; and

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

WHEREAS, the parties agree that additional outside funding for the project is required; and

WHEREAS, the City and County agree that the City will, subject to review and approval of the County, prepare and submit an application for Federal Transportation Project Funding to the Metropolitan Council by August 20, 2001; and

WHEREAS, the City and County agree to share equally all costs for preparation of preliminary engineering plans and the application for Federal Transportation Project Funding; and

WHEREAS, the City and County agree that it will necessary in the future to enter into a separate joint powers agreement between the parties and MnDOT to outline responsibilities for final design, construction, right-of-way, and maintenance for the project; and

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of reconstructing the interchange, bridge, roadway, drainage, sidewalk, traffic control systems, as well as other utilities on a portion of County State Aid Highway 11 (Hanson Boulevard) and Trunk Highway 10 as described in proposed preliminary engineering plans to be completed by BRW/URS, Inc. The County project number for the reconstruction is 02-611-29, the City project number is 01-31, and the State project number is _____. Said preliminary engineering plans, when completed, will be filed in the office of the Anoka County Highway Department and incorporated herein by reference.

II METHOD

The City shall provide all engineering services and shall cause the construction of Anoka County Project 02-611-29, City Project 01-31, State Project _____ in conformance with proposed preliminary engineering plans and later final plans and specifications. The calling for all bids and the acceptance of all bid proposals shall be done by the City.

III. COSTS

A. The contract cost of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs, and equipment rental required to do the work shall constitute the actual "construction costs" and shall be so referred to herein. Total construction cost shall include construction costs and administrative costs such as bonding expenses, legal expenses, and design engineering fees and construction engineering right-of-way. "Estimated total construction costs" are good faith projections of costs which will be incurred for the project and shall also include a contingency factor of ten percent (10%).

B. The estimated cost of the total project is \$15,000,000. Participation in the project cost is as follows:

1. The County agrees to contribute \$3,000,000 to the total project cost.
2. The City agrees to contribute \$2,000,000 to the total project cost.
3. The City and County each agree to pay 50% of the preliminary engineering costs. The total preliminary engineering fees are estimated to be \$566,560 based on a proposal prepared by URS/BRW, Inc. dated May 7, 2000.
4. The City and County each agree to pay 50% of the costs for preparation of an application for Federal Transportation Project Funding estimated to be \$ 30,000.00, based on a proposal prepared by URS/BRW, Inc. dated , 2001.
5. The City and County each agree that the allocation of all other project costs shall be determined later, after completion of preliminary engineering plans and completion of a MnDOT Staff Level 1 Layout Approval and an Environmental Assessment for the project. Allocation of these future costs will be detailed in a separate agreement between the City and County.

C. The County shall pay to the City the County's portion of the preliminary engineering and Federal Funding application fees within thirty (30) days after receipt of a voucher containing such information as the County may require, representing that payments have been made by the City to the Engineer, URS/BRW, Inc. for engineering services.

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.

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. 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 Manager of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, on behalf of the City.

X. 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.

XI. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

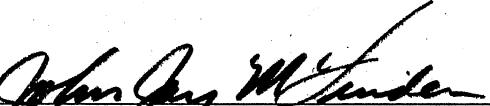
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: 
Dan Erhart, Chairman Dan Erhart
County Board of Commissioners

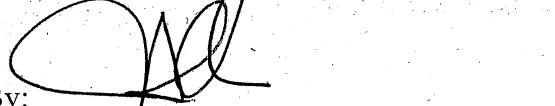
Dated: 7/24/01

ATTEST

By: 
John "Jay" McLinden
County Administrator

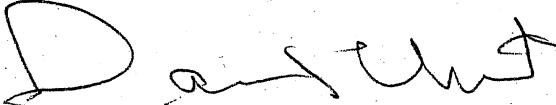
Dated: 7/24/01

RECOMMENDED FOR APPROVAL

By: 
Jon G. Olson, P.E.
County Engineer

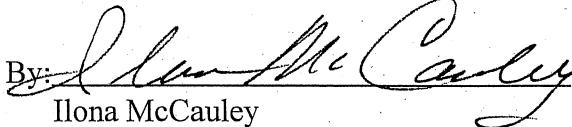
Dated: 6/28/01

APPROVED AS TO FORM

By: 
Dan Clint
Assistant County Attorney

Dated: 7-27-01

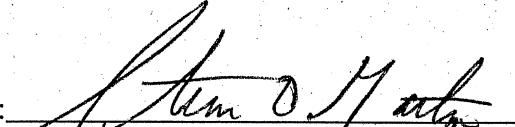
CITY OF COON RAPIDS

By: 
Ilona McCauley
Mayor

Dated: 6/12/01

By: 
Gerald G. Splinter
City Manager

Dated: 6/12/01

By: 
Steven D. Gatlin, P.E.
Director of Public Works

Dated: 6/12/01

By: 
Alden C. Hofstedt
City Attorney

Dated: 6/12/01

MINNESOTA TRANSPORTATION DEPARTMENT
TRAFFIC CONTROL SIGNAL
AGREEMENT NO. 88721M
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 Signal with Street Lights, Emergency Vehicle Pre-emption, and Signing on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive; for the new Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption and Signing on Trunk Highway No. 10/47 North and South Ramps at County State Aid Highway No. 78 (Hanson Boulevard); for the new Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption and Signing on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard); for the Temporary Traffic Control Signal on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive; and for the Interconnect on County State Aid Highway No. 78 (Hanson Boulevard) from County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive to County State Aid Highway No. 11 (Northdale Boulevard) in Coon Rapids, Anoka County, Minnesota.

S.P. 0215-59 (T.H. 10=62)

S.P. 114-020-28, 02-611-29, 114-010-14, and 02-678-17

F.P. STPX 0207(020)

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 Coon Rapids, (City).

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 remove the existing traffic control signal and install a new traffic control signal including street lights and signing (Traffic Control Signal), on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive; remove the existing traffic control signals and install a new traffic control signal including street lights and signing (Traffic Control Signal), on Trunk Highway No. 10/47 North and South Ramps at County State Aid Highway No. 78 (Hanson Boulevard); remove the existing traffic control signal and install a new traffic control signal including street lights and signing (Traffic Control Signal), on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard); install and

remove a temporary traffic control signal on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive; and install interconnect (Interconnect) on County State Aid Highway No. 78 (Hanson Boulevard) from County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive to County State Aid Highway No. 11 (Northdale Boulevard).

The City requests and the State agrees to the installation of Emergency Vehicle Pre-emption Systems, (EVP System(s)), as a part of the new Traffic Control Signal installations.

The County, City, and the State will participate in the maintenance, operation, and electrical energy of the new and temporary Traffic Control Signals, EVP Systems, and Interconnect.

CONTRACT

1. The County, with its own resources or by contract, will remove the existing traffic control signal and install a new Traffic Control Signal and EVP System on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive [System "A"]; remove the existing traffic control signals and install a new Traffic Control Signal and EVP System on Trunk Highway No. 10/47 North and South Ramps at County State Aid Highway No. 78

(Hanson Boulevard) [System "B"]; remove the existing traffic control signal and install a new Traffic Control Signal and EVP System on County State Aid Highway No. 78 (Hanson Bouleyard) at County State Aid Highway No. 11 (Northdale Boulevard) [System "C"]; install and remove a temporary traffic control signal on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive; (Temporary System "A"); and install Interconnect on County State Aid Highway No. 78 (Hanson Boulevard) from County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive to County State Aid Highway No. 11 (Northdale Boulevard) pursuant to State Project No. 0215-59, State Project No's 114-020-28, 02-611-29, 114-010-14 and 02-678-17 and Federal Project No. STPX 0207(020). The Construction Costs and State Furnished Materials Cost will be covered in Municipal Agreement No. 90004.

2. The City will be responsible for the cost and application to secure an adequate power supply to the service pad or pole for the Temporary System "A". The City will thereafter pay all monthly electrical service expenses necessary to operate the Temporary System "A".

3. The City will be responsible for the cost and application to secure an adequate power supply to the service pads or poles [Systems "A", "B", and "C"]. Upon completion of this project [Systems "A", "B", and "C"], the City will thereafter pay all monthly electrical service expenses necessary to operate the new Traffic Control Signals and EVP Systems.

4. Upon completion of this project [System "B"], a) It shall be the County's responsibility, at its cost and expense, to: (1) relamp the new traffic control signal; and (2) clean and paint the new traffic control signal and cabinet; 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; 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 [Systems "A" and "C"], It shall be the County's responsibility, at its cost and expense, to: (1) relamp the new traffic control signal; and (2) clean and paint the new traffic control signal and cabinet; 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; and (3) relamp the street lights; and (c) It shall be the State's responsibility to maintain the traffic control signal cabinets and control equipment, repair knockdowns of the new traffic control signal systems, perform all other traffic control signal and street light maintenance, and be responsible for timing and operation of the new Traffic Control Signals, all on a reimbursable basis with the County.

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

- a) All maintenance of the EVP System [System "B"] must be done by State forces.
- b) All maintenance of the EVP Systems [Systems "A" and "C"], including timing will be performed by the State, all on a reimbursable basis with the City.
- c) 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 City will

provide the State's Metropolitan District Engineer or his designated representative a list of all vehicles with emitter units, upon request.

- d) Malfunction of the EVP Systems must be reported to the State immediately.
- e) 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 b above are violated, and such misuse or violation continues after the City 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.
- f) All timing of the EVP System [System "B"] will be determined by the State

7. All timing of the new Traffic Control Signal [System "B"] will be determined by the State, and no changes may be made except with the approval of the State.

8. The State will, for Systems "A" and "C", provide the necessary labor, material and equipment to maintain and keep

in repair the traffic control signal cabinets and control equipment, the EVP Systems, repair knockdowns of the new Traffic Control Signal systems and perform all other traffic control signal and street light maintenance not performed by the County and/or City, and will be responsible for the timing and operation of the new Traffic Control Signals and EVP Systems at the intersections of County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive and County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard).

9. Upon completion of any work performed under this agreement for systems "A" and "C", the State will submit to the County and City a detailed invoice in duplicate listing all labor, equipment and materials used.

The County and City 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.

10. Upon receipt of said invoice, the County and City will promptly pay the State the full amount due. If the County and/or the City 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 and/or City to the extent provided by Minnesota Statutes, Section 161.38, Subdivision 6.

11. 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. The City's termination must be accomplished by a resolution of the City Council. The State's termination must be

accomplished by a letter from Mn/DOT's Metropolitan District Engineer or his/her designated representative. Upon termination it will be the County's and City's responsibility, for Systems "A" and "C", at its costs and expense, to maintain and keep in repair the Traffic Control Signals and EVP Systems. Upon termination, the timing of the Traffic Control Signals and EVP Systems will be determined by the County's and/or City's Engineer.

12. 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 and City's liability is governed by Minnesota Statutes Chapter 466. Each party will be solely responsible for its own employees for any Workers Compensation Claims.

13. Upon execution and approval by the County, the City, and the State and completion of the construction work provided for herein, this agreement will supersede and terminate the operation and maintenance terms of Agreement No. 79739R, dated April 4, 2000, between the City and the State regarding the intersections of County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive and County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard).

14. Upon execution and approval by the County, the City, and the State and completion of the construction work provided for herein, this agreement will supersede and terminate Agreement No. 76101-R, dated July 7, 1997, between the County and the State regarding the intersections of County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive and County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard).

14. Upon execution and approval by the County, the City, and the State and completion of the construction work provided for herein, this agreement will supersede and terminate Agreement No. 75957, dated June 30, 1997, between the parties regarding the intersections of Trunk Highway 10/47 North and South Ramps at County State Aid Highway No. 78 (Hanson Boulevard), County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard)-Robinson Drive, and County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard).

15. 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.

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

17. 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.

18. 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.

19. 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.

20. Authorized Agents

- a. The State's Authorized Agent for the purpose of the administration of this Agreement is Allan Espinoza, Metropolitan Traffic Design Services, or his successor. His current address and phone number are 1500 West County Rd. B2, Roseville, MN 55113, (651) 634-2127.

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 Blvd. NW, Andover, MN. 55304, (763) 862-4213.

c. The City's Authorized Agent for the purpose of the administration of this Agreement is Mr. Doug Vierzba, City Engineer or his successor. His current address and phone number are 11155 Robinson Dr. NW, Coon Rapids, MN. 55433-3761, (763) 767-6479

COUNTY OF ANOKA

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

Dated: 2/13/07

ATTEST

By: Terry L. Johnson
Terry L. Johnson
County Administrator

Dated: 2/13/07

APPROVED BY

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

Dated: 2/2/07

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant County Attorney

Dated: 2-14-07

CITY OF COON RAPIDS

By: J. K. Koen

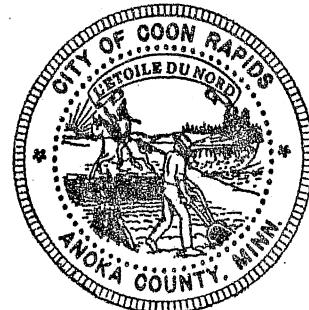
Mayor

Date: 3/6/07

By: Matthew S. O.

Title: City Manager

Date: 3/6/07



DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

For Michael L. Schub
Metropolitan District
Engineer

DEPARTMENT OF TRANSPORTATION

By: M. Ratur
State Design Engineer
March 20

Date: May 20 2007

COMMISSIONER OF ADMINISTRATION

As delegated to Materials
Management Division

By: Jones Cane

Date: 3-20-07

As to form and execution:

By: Jones Cane
Contract Management

Date: 3-26-07

CERTIFICATION BY CLERK

**STATE OF MINNESOTA)
COUNTY OF ANOKA)ss.
CITY OF COON RAPIDS)**

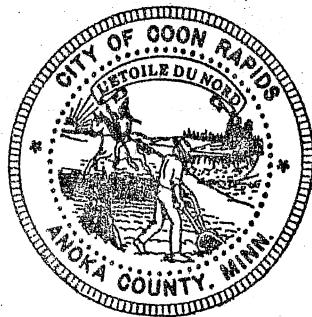
I, the undersigned, being the duly qualified and acting Deputy City Clerk of the City of Coon Rapids, Minnesota, hereby certify that I have carefully compared the attached and foregoing Resolution No. 07-31;

with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution Approving Agreement Between the City of Coon Rapids, Anoka County, and the State of Minnesota to Provide Maintenance and Electrical Energy to Various Traffic Signals on C.S.A.H. No. 78;

WITNESS my hand officially as such Deputy City Clerk and the corporate seal of the City of Coon Rapids, Minnesota, this 12th day of March, 2007.

Catherine S. Kelly
Catherine S. Kelly
Deputy City Clerk

(SEAL)



RESOLUTION NO. 07-31

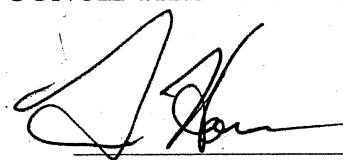
RESOLUTION APPROVING AGREEMENT BETWEEN
THE CITY OF COON RAPIDS, ANOKA COUNTY, AND THE STATE OF MINNESOTA
TO PROVIDE MAINTENANCE AND ELECTRICAL ENERGY
TO VARIOUS TRAFFIC SIGNALS ON C.S.A.H. NO. 78

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

To provide Maintenance and Electrical Energy for the New Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption, and Signing on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard) –Robinson Drive; for the new Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption and Signing on Trunk Highway No. 10/47 North and South Ramps at County State Aid Highway No. 78 (Hanson Boulevard); for the new Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption and Signing on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard); for the Temporary Traffic Control Signal System on County State Aid Highway No. 78 (Hanson Boulevard) at County State Aid Highway No. 11 (Northdale Boulevard) –Robinson Drive; and for the Interconnect on County State Aid Highway No. 78 (Hanson Boulevard) from County State Aid Highway No. 11 (Northdale Boulevard) – Robinson Drive to County State Aid Highway No. 11 (Northdale Boulevard) in accordance with the terms and conditions set forth and contained in Agreement No. 88721M, a copy of which was before the Board.

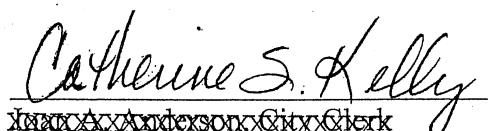
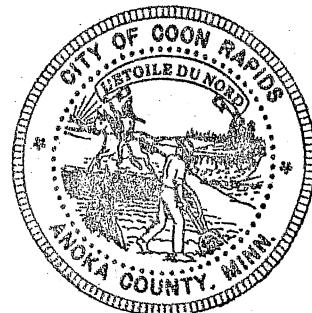
BE IT FURTHER RESOLVED that the Mayor and City Manager be and hereby are authorized to execute such agreement and any amendments, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

ADOPTED BY THE COON RAPIDS CITY COUNCIL THIS 6TH DAY OF MARCH, 2007.



Tim Howe, Mayor

Attest:


Catherine S. Kelly, Deputy City Clerk

BOARD OF COUNTY COMMISSIONERS
Anoka County, Minnesota

DATE: January 23, 2007

RESOLUTION #2007-11

OFFERED BY COMMISSIONER: Berg

**RESOLUTION TO ENTER INTO AGREEMENT NO. 88721M
WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION,
AND THE CITY OF COON RAPIDS FOR COST SHARE OF
SIGNALS IN THE CITY OF COON RAPIDS**

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as agent of Anoka County to accept its agent, 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 Minnesota Transportation Department for the signal agreement for cost share of the new signal at CSAH 78 (Hanson Blvd) and CSAH 11 (Northdale Blvd)/Robinson Drive and the signals for TH 10 and CSAH 78 (Hanson Blvd) interchange, 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 January 23, 2007, 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 23rd day of January 2007.


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 – LE DOUX	X	_____
DISTRICT #6 – SIVARAJAH	X	_____
DISTRICT #7 – ERHART	X	_____

