

MINNESOTA-TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

AGREEMENT NO. 82802M

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF ANOKA

AND

THE CITY OF COON RAPIDS

TO

Provide Maintenance and Electrical Energy for the new Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, Signing and Interconnect on Trunk Highway No. 47 East and West Ramps at County State Aid Highway No. 10 in Coon Rapids, Anoka County, Minnesota.

S.A.P. 02-610-13 and 114-020-23

Prepared by Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

None

AMOUNT ENCUMBERED

None

Otherwise Covered

PARTIES

THIS AGREEMENT is entered into by the Minnesota Department of Transportation, (State), and the County of Anoka, (County), and 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 desire to remove the existing traffic control signals and install new traffic control signals including street lights, interconnect and signing, (Traffic Control Signal(s)) at the location(s) set out in this Agreement.

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.

It is considered in the public's best interest for the County to provide two new cabinets and control equipment to operate the new Traffic Control Signals, at the cost and expense of the County.

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

CONTRACT

1. The County will prepare the necessary plan, specifications and proposal, (Preliminary Engineering). The County will also perform all necessary construction inspection, (Engineering and Inspection).

2. The County with its own resources or by contract will install the new Traffic Control Signals and EVP Systems on Trunk Highway No. 47 East and West Ramps at County State Aid Highway No. 10 pursuant to the plan and specifications for State Aid Projects No.'s 02-610-13 and 114-020-23. The County's share is 100 percent of the Construction Costs.

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

4. Upon completion of this project, the responsibility for the new Traffic Control Signals is as follows:

a) The County will, at its cost and expense: (1) relamp the

traffic control signals; and (2) clean and paint the traffic control signals and cabinets; b) The City will, at its cost and expense: (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 luminaire mast arms extensions; and c) The State will, at its cost and expense, maintain the signing and interconnect and perform all other traffic control signal and street light maintenance, which all is to be performed by the County on a reimbursable basis.

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

- a) It shall be the State's responsibility, at its cost and expense, to maintain the EVP Systems which is to be performed by the County on a reimbursable basis.
- b) Emitter units may be installed 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 Assistant Division Engineer or

his/her designated representative a list of all vehicles with emitter units.

- c) Malfunction of the EVP Systems must be reported to the State immediately.
- d) 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 County.
- e) All timing of the EVP Systems will be determined by the County's Traffic Engineer.

6. The County will maintain and keep in repair the new Traffic Control Signals and EVP Systems. The County will operate the Traffic Control Signals and EVP Systems, including timing, as specified in Paragraphs 4 and 5. The County will defend and indemnify the State from any claims arising out of the performance or non-performance of the County's obligations under

this paragraph. The County's liability is governed by Minnesota Statutes Chapter 466 and other applicable law.

7. The County will invoice the State annually for the actual costs it incurs in maintaining and keeping in good repair the new Traffic Control Signals and EVP Systems, as specified in Paragraphs 4 and 5 excluding the following: Maintenance of the luminaires and all its components, including replacement of the luminaire if necessary; relamping the new traffic control signals and street lights; and cleaning and painting the new traffic control signals, cabinets, and luminaire mast arm extensions, assigned to the County or City by this Agreement. The invoice must be submitted, in quintuplicate to the State's Office of Maintenance - Electrical Section. The invoice must include a detailed itemization of costs and be signed by a responsible County official, attesting to the validity of the expenses. Subject to State's approval of the expenses and encumbrance of funds, the State will promptly pay the invoice. The invoice, and any supporting documents are subject to audit by proper State officials, for a minimum of six years.

8. All timing of the new Traffic Control Signals will be determined by the County's Traffic Engineer.

9. 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. Each party will be solely responsible for its own employees for any Workers Compensation Claims.

10. The State or the County may terminate the terms and conditions covering maintenance and operation contained in Paragraphs 4, 5, 6, 7 and 8, upon providing 30 days notice to the other parties. The County's termination must be accomplished by a resolution of the County Board. The State's termination must be accomplished by a letter from Mn/DOT's Assistant Commissioner. Upon termination, responsibility for the new Traffic Control Signals and EVP Systems will be as follows: a) The County will, at its cost and expense: (1) relamp the new traffic control signals; and (2) clean and paint the new traffic control signals and cabinets; b) The City will, at its cost and expense: (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 luminaire mast arm extensions; and c) The State will, at its cost and expense, maintain the EVP Systems, signing and interconnect and perform all other traffic control signal and street light maintenance. In addition, all timing of the new Traffic Control Signals and

EVP Systems will be determined by the State, and no changes may be made except with the approval of the State.

11. 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. 59704, dated February 13, 1980, between the parties.

12. 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. 64102M, dated July 22, 1987, between the City and the State.

13. 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.

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


15. 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.


16. 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.

17. 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.

COUNTY OF ANOKA

APPROVED AS TO FORM:



County Attorney, Assistant
Dan Klint

By: 
Chairperson of the Board
Dan Erhart

Date: 4/23/02

(County Seal)

RECOMMENDED FOR APPROVAL:

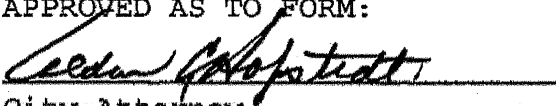

~~County Highway Engineer~~
Director of Highways
Douglas W. Fischer

By: 
County Auditor - Administrator
John "Jay" McLinden

Date: 4/23/02

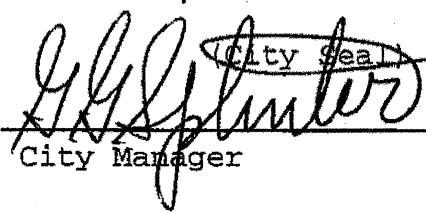
CITY OF COON RAPIDS

APPROVED AS TO FORM:

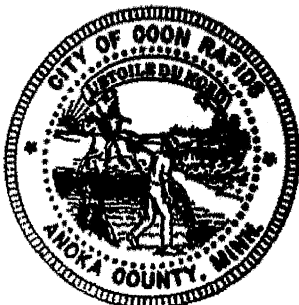

City Attorney

By: 
Mayor

Date: 2/28/02

By: 
City Manager

Date: 2/27/02



State of Minnesota
County of Anoka

Agreement No. 82802M

This Agreement was acknowledged before me this 23rd day of April, 2002,
by Dan Erhart and John "Jay" McLinden, the Chairman of the Board of Commissioners, and
the County Administrator of the County of Anoka, as they executed this Agreement on
behalf of the municipality intending to be bound thereby.

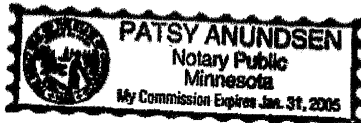
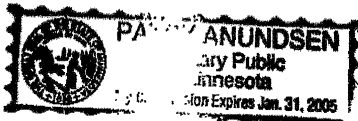
Notary Public


Signature

My Commission Expires

1-31-05

Date



DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

for John J. Bieniek
Assistant Division Engineer

COMMISSIONER OF ADMINISTRATION

As delegated to Materials
Management Division

By: [Signature]

Date: May 9, 2002

DEPARTMENT OF TRANSPORTATION

By: NC
for Assistant Commissioner

Date: 5-6-02

ATTORNEY GENERAL

As to form and execution

By: ORIGINAL SIGNED BY
DAVID M. JANN

Date: 05/10/02



Minnesota Department of Transportation

Metropolitan District Traffic Engineering
Waters Edge Building
1500 West County Road B-2
Roseville, Minnesota 55113-3105

April 1, 2019

Doug Fischer
Anoka County Engineer
1440 Bunker Lake Boulevard
Andover, MN 55304

Letter of Notification

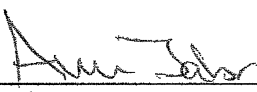
You are hereby notified that Maintenance and Operation Terms as described in Sections 4, 5, 6, 7, and 8 of Traffic Control Signal Agreement No. 82802M, dated May 10, 2002, regarding the Traffic Control Signal Systems on the Trunk Highway No. 47 Ramps at County State Aid Highway No. 10 between Anoka County, the City of Coon Rapids, and the State previously performed by Anoka County and reimbursed by the State are now performed by the State.

The above referenced Traffic Control Signal Systems operation and maintenance will be as described in Section 10 of Traffic Control Signal Agreement No. 82802M.

This notification is effective immediately.

Please see attached Agreement No. 82802M for your review.

Dated 4/1/19



Amr Jabr
MnDOT Metropolitan District Engineer

If you require additional information, please feel free to contact the District Traffic Engineering Department. Telephone: 651-234-7877 (Greg Kern) or 651-234-7816 (Mike Gerbensky).



Minnesota Department of Transportation

Metropolitan District Traffic Engineering
Waters Edge Building, 2nd Floor South
1500 West County Road B-2
Roseville, Minnesota 55113-3105

Phone #: (651) 234-7877
Fax #: (651) 234-7850

Date: April 4, 2019

To: Doug Fischer
Anoka County Engineer
1440 Bunker Lake Boulevard
Andover, MN 55304

From: Gregory Kern

Subject: Notice regarding change of Maintenance and Operation duties for Traffic Control Signal Systems in Agreement No. 82802M for the Signal Systems on the Trunk Highway No. 47 Ramps at County State Aid Highway No. 10 in Coon Rapids, Anoka County, Minnesota.

Please find enclosed a Letter of Notification regarding Maintenance and Operation Terms of Traffic Control Signal and Highway Lighting Systems in Agreement No. 82802M. Said Agreement, dated May 10, 2002, between Anoka County, the City of Coon Rapids, and the State includes terms and conditions for maintenance and operation of the Traffic Control Signal Systems on the Trunk Highway No. 47 Ramps at County State Aid Highway No. 10. The terms of this Agreement that include reimbursement will be terminated, the State will perform major maintenance, and the City and County will continue to have the responsibilities as described in Section 10 of the Agreement.

I have enclosed a copy of Agreement No. 82802M regarding these Traffic Control Signal Systems for your records.

If you require additional information, please call me at the number listed above or Mike Gerbensky at (651) 234-7816.

Respectfully,

Gregory Kern
Metropolitan District Traffic Engineering

CC: Mike Gerbensky, WE*
Malaki Ruranika, CO*
Linda Heath, ESS*
Mike Fairbanks, WE*

* = Electronic copy